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ACT OF RESTRICTIONS FOR OAK-ALLEY ESTATES WITH
FIRST RIGHT OF REFUSAL (Para. 52) BY CLERK

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

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

AMERICA HOMELAND, L.L.C. (hereinafter "Developer") a Limited Liability Company domiciled in E. Baton Rouge Parish, and doing business in Ascension Parish, herein represented by Kevin K. Nguyen, its duly authorized member, who, after being duly sworn and wishing to establish restrictive covenants for the harmony and benefit of the subdivision known as Oak Alley Estates, a residential subdivision located in Ascension Parish, Louisiana as per map or plat thereof recorded at original number 548933 of the Conveyance Records of Ascension parish, Louisiana, as well as any later or subsequent filing for Oak Alley Estates as may be created by the Developer in a subsequently filed map or plat thereof affecting the property described on the Exhibit "A-1" attached hereto or other property made subject to these restrictions by the Developer, does hereby establish the restrictions for Oak Alley Estates or any filing thereof as follows:

1. All of the lots contained in said subdivision are hereby designated as residential lots and restricted to single-family residential use only. No Building 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 two and one half (2 1/2) 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 and garages are to be approved by the Architectural Control Committee.
2. Oak Alley Estates, will be served by underground electric distribution system, except where an overhead electric distribution system is previously existing. However, all electric service to each residence must be underground.
3. Oak Alley Estates, will be served by a community sewer system, in accordance with Parish and State Regulations. No private sewer system will be permitted on any lot.
4. Water may be made available to each lot owner by arrangements with a Water Company or such other entity providing water service to Oak Alley Estates in accordance with its rates and requirements of the Ascension Parish Health

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Unit and the State Board of Health. No private water well will be permitted on any lot.

5. Gas service may be made available to each lot owner desiring gas service by arrangements with a Gas Company or such other entity providing gas service to Oak Alley Estates in accordance with its rates and requirements of the Ascension Parish Health Unit and the State Board of Health.
6. No building shall be erected, placed or altered, on any lot until a complete set of construction plans, specifications with all exterior color selections (samples must be provided), 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. All buildings must consist of at least sixty (60%) percent Masonry material such as Stucco and/or Brick. No imitation stone or imitation brick will be allowed without Architectural Control Committee approval. Old brick or new brick is allowed. All windows and doors must be approved by the Architectural Control Committee. The Architectural Control Committee may impose other appropriate and reasonable standards for exterior finishes and materials which deem desirable 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 seven (7) feet vertically for every twelve (12) feet horizontally (7 / 12), unless otherwise approved by the Architectural Control Committee. All shingles will be minimum twenty five (25) year warranty laminated (Architectural) shingles. Roof pitch ratio approval will depend on ratio as well as design.
8. There shall be a minimum of Eighteen Hundred (1800) 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 (1,000) 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 (9) feet high, unless otherwise approved by the Architectural Control Committee.
10. Fireplace flutes and chimneys shall be covered with the same materials as used on the exterior of the residence. All chimneys shall have chimney caps with matching color schemes. Galvanized or Silver will not be allowed for chimney caps or drip edges. No roof vents will be allowed on front of house.

11. Landscaping shall be installed within forty-five (45) days of completion of the residence. Landscape plans must be submitted to the Architectural Control Committee for approval before pouring concrete drive. The minimum landscape criteria is shown on the attached "Annex I". Two Hundred (200) square feet of bedding must face the road. Corner lots must be bedded on all sides that front a road. The front yard and rear yard of any lake lots must be completely sodded to water's edge with Grade "A" Centipede only, 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 lot owner. Mailboxes shall conform to the criteria according to Exhibit D.
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 five (5) feet, nor nearer the rear property line than fifteen (15) feet. The Architectural Control Committee shall have the authority to vary front, side, or rear building lines requirements in cases where in its opinion, topographical features warrant such a variance or where lack of such variance would cause the destruction of one or more desirable trees, except that in no instance may the front, side, or rear building lines requirements be less restrictive than required by the zoning ordinance for the Parish of Ascension, State of Louisiana. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be constructed to allow any portion of a building on a lot to encroach upon another lot. Detached garages and accessory buildings shall not be erected closer to any sideline than ten (10) feet nor nearer than fifteen (15) feet to the rear lot line. Any detached buildings must be constructed of the same quality material as that of the home and only after approval of the ACC. Lake Lot's rear building lines must be approved separately by the Architectural Control Committee.
13. Cutting down or removal of any tree or trees over eight inches (8") in diameter, from any lot or parcel is prohibited, without first obtaining the approval (in writing) of the Architectural Control Committee. Placement of any object on any tree or trees is prohibited.
14. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision Final Plat.
15. No noxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to one's neighbor or the neighborhood. What may be an activity that is offensive, noxious, annoying or a nuisance shall be the sole discretion of the Architectural Control Committee.

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- 16. These covenants prohibit the resubdivision of the lots from any dimensions other than those shown on the official recorded Final 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.
- 17. 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 are permitted, provided that they are not kept, bred or maintained for commercial purpose or in such numbers or condition as may be offensive to other property owners in the subdivision in the sole discretion of the Architectural Control Committee and further provided that they are kept confined or on a leash controlled by the owner if outdoors or within the subdivision.
- 18. No fence shall be erected on said lot beyond the front wall of the improvements and all fencing material must be wood, wrought iron, brick or stucco, unless otherwise approved by the Architectural Control Committee who shall have the sole discretion in approving all fencing as to style, height, fencing material, gates, poles and the placement of the fence. Solid fences shall not be erected on rear yards of lake lots in any manner which obscure the view of the lake as determined in the sole discretion of the Architectural Control Committee. Metal poles on wooden fences shall not be visible except to the lot owner who installed the fence.
- 19. Construction of a prospective residence, building, or structure must commence within six (6) months after approval by the Architectural Control Committee, and be pursued diligently thereafter. Failure to commence construction within six (6) months from approval of the construction plans, etc. by the Architectural Control Committee shall result in the automatic withdrawal of approval by the Architectural Control Committee. Once timely construction commences, the owner must complete construction within twelve (12) months. As a condition for final plan approval, the owner must deposit with the Architectural Control Committee a construction deposit of \$500.00 unless waived in writing by the Architectural Control Committee. The construction deposit can and will be used by the Committee in accordance with the criteria demanded of an owner or builder for an owner herein and/or in accordance with Exhibit "C". Prior to commencement of construction, the owner and builder for the owner must execute Exhibit "C" attached hereto. The Architectural Control Committee may grant extensions of its approval from time to time for good cause stated. Should construction not commence or not be completed for reasons beyond the control of the lot owner or his contractor, such as acts 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.

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20. No structure of a temporary character, trailer, basement, tent shack, garage, barn, garage apartment 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 the location approved by the Architectural Control Committee. For the development purposes of Oak Alley Estates, including development of future filings and Sale of lots, Developer is allowed to place a temporary office or sales tent on property.
21. Any lot sale from the Developer to any person or entity shall be subject to the "AS IS" "No Warranty provision of Exhibit "A" which shall be included in the act of transfer of any lot from the Developer. Exhibit "B" represents an acknowledgement that must be signed by an owner at or prior to any sale of a lot to the owner.
22. All lots must be maintained by the lot owner at all times before, during and after construction. In the event the lots are left unmanaged and become noxious to other lot owners or potential lot owners, if necessary, in the sole discretion of the Architectural Control Committee, the Architectural Control Committee will maintain or manage the lot and bill the lot owner for the cost thereof as determined by the Architectural Control Committee. Whether a lot is adequately maintained or maintained or has become noxious is within the sole discretion of the Architectural Control Committee.
23. No outside lines, outside television antennas, satellite dishes, above ground improvements, including without limitation, basketball goals, swing sets, children play houses, or hanging devices shall be allowed without the prior written consent of the Architectural Control Committee. Exterior site lighting and security lighting shall not infringe on adjacent neighbors. Outside music shall not be played so loudly that is considered a nuisance to neighbors in the sole discretion of the Architectural Control Committee.
24. The Architectural Control Committee must approve exterior paint and trim or alterations thereof with regard to any building or improvements. The Architectural Control Committee reserves the right to approve decorations and lighting of any building or improvements, even if approval from the Architectural Control Committee is sought in advance of the placement of decorations and lighting by the lot owner.
25. The Architectural Control Committee initially shall be composed of America Homeland, LLC. The Committee may designate one or more representatives to act for it in its capacity. America Homeland, LLC or its designated representative(s) shall be the Architectural Control Committee until such time as America Homeland, LLC shall release this right to the Oak Alley

Subdivision Homeowners Association. Thereafter, the Oak Alley Subdivision Homeowners Association shall have the exclusive right to appoint the Architectural Control Committee including the right to determine the number of members of the committee and their qualifications. The Architectural Control Committee shall serve without pay and shall review all building plans to ascertain their compliances with all of the restrictions as set forth therein. 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, binding and nonappealable.

26. The Committee's approval or disapproval as required in these covenants shall be in writing. No construction shall commence until the plans and other specifications, including all exterior color selections (Exhibit F ie-Color Samples), shall be submitted to the Architectural Control Committee for approval prior to the commencement of construction and one will be retained on file by the Committee. In the event the Committee, or its representative fails to deliver a written approval or disapproval to the lot owner or his designee, within thirty (30) days after the plans and specifications, etc. have been submitted, as aforesaid, approval will not be required and the related covenants shall be deemed to have been fully complied with. To begin tolling the 30 day period for approval or disapproval, the lot owner or his designee must have submitted plans and specifications, etc. as aforesaid, in the entirety and received a receipt from the Architectural Control Committee on a form provided by the Architectural Control Committee that all submission requirements have been met. The decision of the Architectural Control Committee as to the approval or disapproval of plans and specifications, etc. as aforesaid shall be final and non-appealable. Furthermore, the plan review check list reflected by Exhibit "E" must be executed by the Committee, owner and Builder for the owner prior to commencement of construction.
27. All residences built on the lots which comprise Oak Alley Estates, shall face an approved street. No garage shall open to any street on which the residence faces. All garages must have a garage door approved by the Architectural Control Committee. A side loading garage may be constructed on the front one-half (1/2) of the lot with an approved garage door. No garage will be allowed to face a street except on corner lots. "California Style" garages with approved fronts and garage doors may be approved by the Architectural Control Committee on non lake lots, approval at the sole discretion of the Architectural Control Committee. No garages of this type will be allowed on lots adjacent to common ground areas unless specifically allowed by the Architectural Control Committee.
28. No garage apartment shall be erected or permitted on any lot.

29. Only one (1) sign of no more than five (5) square feet advertising that particular property for sale or rent or customary signs used by the builder or real estate broker to advertise the property during construction or sales period. However, this limitation shall not apply to the Developer of the subdivision during the course of its initial development or the development of subsequent filings of the subdivision.
30. 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 noxious weeds. This restriction also applies to the construction period. Lots are to be cleaned on a periodic basis no less than weekly during the construction period, or the Architectural Control Committee will clean the lot and builder/owner will be billed. In the event that an owner fails to discharge these obligations within 48 hours of written notice if the violation stems from a failure to clean the lot during construction but otherwise after ten (10) days written notice, the Architectural Control Committee, or its representative, may, at its discretion, cause the lot to be mowed, cleaned or maintained any may demand and sue for reimbursement for such costs, including legal fees and legal interest from the date of demand in accordance with paragraph (32) herein. The dollar amount charged to the lot owner to mow, clean or maintain a lot is in the sole discretion of the Architectural Control Committee.
31. Each lot owner shall automatically become a member of the Oak Alley Estates Subdivision Homeowners Association. The Oak Alley Estates Subdivision Homeowners Association may enforce the subdivision restrictions and the restrictions for other filings, represent the subdivision in any public matters affecting the subdivision, promote subdivision activities, and provide for the maintenance of subdivision entrances, common areas, lakes and ponds. The Homeowners Association will collect yearly dues as fixed by the Board of Directors, which dues shall be payable in advance for one year and shall be pro rated at the time of acquisition. Until the Board of Directors sets a different amount, the yearly dues shall be \$100.00 for non-lake lots and \$150.00 for lake lots, payable by January 15 of each calendar year by the then owner of the lot. Developer shall be a member of the Homeowners Association and shall have one vote per lot owned. However, Developer shall be specifically exempted from payment of all dues and assessments pertaining to the lots owned by it. Furthermore, the powers and rights of the Homeowners Association shall remain vested in the Developer until such powers and rights are released to the Homeowners Association.
32. In the event of any violation of the restrictions contained herein, the Developer, Architectural Control Committee and/or the Association its successors, assigns the agents shall have the right to enforce these restrictions and go upon the property, cause the lot to be cleared and mowed, and have the grass, weeds and vegetation cut, when and as often as may be necessary in the

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Developer and/or Association's judgment to keep the lot in the condition required by these restrictions. The Association shall have the right to go upon the property, whether or not the improvements have been constructed, to eliminate nuisance conditions, to mow lawns or trim shrubbery, or to do anything necessary to maintain the aesthetic standards of Oak Alley Estates Subdivision, for the benefit of other lot owners. In any such event, the lot owner shall be obligated to pay or reimburse the Association or Developer, its successors, assigns and agents for the cost or expense of such work, together with reasonable cost of collection and reasonable attorney's fees in the event it shall be necessary for the matter to be turned over to any attorney at law for collection, costs of preparing and filing the lien, and reasonable attorney's fees, shall constitute a lien upon the lot involved, which lien shall be enforceable as hereinafter provided, or in any other manner provided by law. Any representative of the Developers and/or Association can perfect such lien against the property by delivering to the owner, personally or by certified mail of same a sworn detailed statement of the claim, and shall record a sworn statement showing the total amount of the claim in the office of the Clerk of Court or Recorder of Mortgages for the parish of Ascension, which delivery and recordation shall be made not later than one (1) year after completion of the work, clearing, cleaning, mowing or such event or for a period of five (5) years from the date of its recordation and may be enforced by a civil action in any court of competent jurisdiction initiated within the given (5) year period. At the expiration of five (5) years the privilege preserved shall preempt unless a notice of filing of suit on the lien has been recorded. Such notice of filing suit shall preserve the privilege until the court in which the suit is filed shall order the cancellation of the inscription of the lien and the notice of filing suit upon the lien, or until the claimant authorizes the Clerk of Court or Recorder of Mortgages to cancel such inscription. Any charge, penalty, assessment or lien provided for herein shall bear legal interest from the date of the certified letter to the lot owner until paid. Sale or transfer of any lot shall not affect any lien for delinquent maintenance. No sale or transfer shall relieve such lot owner individually from liability for any amount due for maintenance deficiencies filed or record, as lien and the property subject to the lien shall remain encumbered thereby.

33. No boats, vehicles, campers, buses, recreational vehicles or trailers of any kind, or parts or appurtenances thereof, may be kept, stored, repaired or maintained on any street or on any lot nearer to the street than the front wall of the improvements or be visible from the rear or lake side of any lake lots or be left on or about any lot uncovered and in no event shall the same be kept stored, repaired, or maintained in any manner which would detract from the appearance of both the individual lot and the subdivision, without approval from the Architectural Control Committee, having sole discretion in connection therewith.

- 34. 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.
- 35. The Developer shall convey to Oak Alley Estates Subdivision Home Association, Inc., when formed, or such other non-profit corporation established as the homeowners association for the subdivision certain common area (for use by the Association for the maintenance and use of landscape areas, fountain, park and other common property for recreational use). The Association may borrow money from a bank to provide funds for the maintenance thereof who shall be the responsibility to repay any such promissory note or notes at such bank. It shall be the responsibility of the Association to maintain, insure with at least \$1,000,000.00 of liability insurance, make rules for the use of and supervise the use of facilities on such common areas the Association will own. By purchase of a lot in the subdivision, each owner is deemed to have released and held harmless the developer, and Association officers and Board of Directors for any liability for the construction, condition, maintenance and use of the lakes, and other improvements on the common areas, including any personal injury or death of persons that use, maintain or are otherwise on or in the common areas and the facilities thereof. The Board of Directors of the Association shall establish rules and regulations for use of common areas, which rules and regulations may be amended and changed from time to time by the Board of Directors of the Association. The power and authority to make rules and regulations for the use and enjoyment of the common area shall remain with the developer until the developer turns this power over to the Association or until ninety five percent of the lots in the first and any future filings of Oak Alley Estates been sold by the Developer.
- 36. Neither the developer, Association or Architectural Control Committee is responsible for any injury incurred by anyone using the lakes, common areas, of the subdivision. No boat, water vehicle or other water conveyance, shall be allowed on the lakes. No swimming shall be allowed in the lakes. No decks, piers or other structures shall be allowed in the lakes or on any common area (including any lot servitude area), except for any common structures constructed by the Association which have been approved by the Architectural Control Committee or Board of Directors of the Association. No boats, water vehicles, other water conveyance, or other floating devices shall be allowed to be kept, stored on, or across the lot servitude areas. Except for his lot, any access to any lake in the subdivision shall only be across common areas other than the lot servitude areas. Only lake owners will have use of their own lake frontage by themselves or their guests. Non-lake lot owners shall not have lake use unless as a guest of a lake lot owner..

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37. The Architectural Control Committee shall have the power to determine that any builder or construction tradesman is unsuitable for construction work on the property and to prohibit the builder or construction tradesman from working on any project in the subdivision or on any lot. The decision as to suitability of any builder or construction tradesman is in the sole discretion of the Architectural Control Committee. This power applies to any builder or construction tradesman who is seeking to build/work in the subdivision or who have attempted to build/work in the subdivision who have failed to conduct themselves in a suitable manner in the sole discretion of the Architectural Control committee.
38. Oak Alley Estates Subdivision Homeowner's Association, Inc., when formed, or such other name which may be chosen at the formation of the homeowner's association (the "Association") will be a Louisiana corporation formed under the Louisiana Non-Profit Corporation Act. The Association shall have the duties, powers and rights set forth in this declaration, the articles of incorporation and if adopted, the bylaws. There shall be only one association that shall have jurisdiction over the property and all additions thereto. The rights and powers of the Association shall be retained by the Developer until the Developer in its sole discretion relinquishes those rights and powers to the Association or until ninety-five percent of all lots in the first and any future filings of Oak Alley Estates Subdivision have been sold by the Developer.
- a. The affairs of the Association shall be managed by a Board of Directors. The numbers, term, election and qualification of the members of the Board of Directors shall be fixed in the articles of incorporation and/or the by-laws. The Board of Directors may, by resolution, delegate portions of its authority to an executive committee or other committees, to tribunals, to managers, to officers of the Association or to agents and employees of the Association. Action by or on behalf of the Association may be taken by the Board of Directors or any duly authorized executive committee, officer, manager, agent or employee without a vote of owners, except as otherwise specifically provided in this declaration.
 - b. The owners of a lot shall collectively and automatically constitute a single member of the Association by virtue of and to the extent of the owner's ownership of the lot, there being one membership in the Association for each lot. The membership shall automatically pass with the ownership of the lot. Persons may hold separate memberships in the Association by virtue of their ownership of separate lots. Membership in the Association shall not be assignable and shall not pass separate and apart from ownership of a lot.
 - c. The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by any

owner, but in no event shall more than one vote be cast for each lot. When more than one person holds an interest in any lot, the vote for such lot shall be exercised as those owners of such lot themselves determine and advise the secretary of the Association prior to any meeting. In the absence of such advice, the vote associated with such lot shall be suspended in the event more than one person seeks to exercise it. The voting weight associated to each lot shall be equal and each lot shall have one vote.

- d. The Association has been formed to further the common interest of the owners. The Association, acting through the Board of Directors or through persons or managers to whom the Board of Directors has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the owners, to maintain, improve and enhance the common areas. Among other things, it will be the responsibility of the Association (through its Board of Directors) to: (1) elect officers to conduct the affairs of the Association, (2) enforce all covenants and restrictions herein contained, (3) serve and represent the owners in any public matter or hearing affecting the subdivision, (4) maintain any landscaping or other structures at the subdivision entrance and all common areas throughout the subdivision, (5) maintain the grounds (including cutting the grass) on all common areas, (6) maintain (and replace the equipment of facilities of, when needed), supervise, insure with liability insurance, make rules for and monitor the use of all common areas, any access gate and facilities the Association may build to limit access to the streets of the subdivision, (7) pay the promissory notes at any bank on which the Association is indebted, (8) maintain the lakes and common area thereof in a neat and attractive manner, (9) maintain irrigation systems and lighting systems through the subdivision and if a lake were as used by the subdivision for irrigation, or filling the lake then the maintenance thereof when necessary, (10) paint, reseal, maintain and replace when required all subdivision amenities, (12) act in any other capacity or matter in which the majority in which the Board of Directors so vote.

39. The Association shall accept title to any common area indicated as such on the final plat subject to the rights reserved elsewhere in this declaration.

40. The Association shall manage, operate, care for, maintain and repair the common area and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the owners. The Association shall have title to the common area and no owner or any other person shall have the right to claim, own or partition any common area.

- 41. The Association shall adopt budgets and levy and collect assessments as required by the articles of incorporation or by-laws and otherwise in a manner consistent with the customs and practices of similar organizations.
- 42. The Association shall from time to time adopt, amend, repeal and enforce rules and regulations as may be deemed necessary or desirable with uniformity applied. Rules and regulations shall be effective only upon adoption of resolution of the Board of Directors. In the event of any conflict between the rules and regulations in this declaration, this declaration shall prevail. The Association shall have the power to enforce the provisions of this declaration and the rules and regulations and take such action as the Board of Directors deem necessary or desirable to cause compliance therewith by each owner.
- 43. The Association (through the Board of Directors) shall have the power to restrict access, ingress and egress of owners and invitees to, from, between and on lots, common areas and the rights of way subject to the rules and regulations.
- 44. The Association shall have the power to grant permits and licenses and access, utility, drainage, water facility and other servitudes, in, on, over, across or under common areas as may be reasonably necessary or useful for the proper maintenance of the common areas. The Association shall also have the power to enter into agreements for the construction and maintenance for drainage facilities over adjoining property to further the development of the property.
- 45. The Association shall have all the ordinary powers and rights of a Louisiana corporation formed under the Louisiana Non-Profit Corporation Act, including, without limitation, the power and right to enter into partnerships and other agreements, to hire employees, managers, agents, consultants, subject only to such limitations upon such powers as may be set forth in this declaration, the articles of incorporation or the by-laws. The Association shall also have the power to do any and all lawful things which may be authorized, required or permitted to be done under this declaration, the articles of incorporation, the by-laws or rules and regulations and to do and perform any and all acts which may be necessary or desirable for, or incidental to, the exercise of any of the expressed powers or rights of the Association under this declaration, articles of incorporation, the by-laws or the rules and regulations.
- 46. The Developer shall have, and hereby retains and reserves certain rights set forth in this declaration with respect to the Association. The rights and reservations of the Developer set forth in this declaration shall be deemed accepted and reserved in any such conveyance of property by Developer to the Association and in each deed or other instrument by which any lot is

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conveyed by Developer, whether or not specifically stated therein. The rights, reservations and servitudes of Developer set forth in this declaration shall be prior or superior to any other provisions of this declaration and may not, without developer's prior written consent, be modified, amended, rescinded or affected by any amendment of this declaration. Developer consent to any such amendment shall not be construed as consent to any other or subsequent amendment..

47. In the event of a violation of the 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 receive from the violator or lot owner reasonable attorney's fees to be fixed and awarded by the court.
48. These covenants are to run with the land and shall be binding upon 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 extend for successive periods of ten (10) years.
49. 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 affect.
50. The Developer retains the right to modify or change the preceding or any forthcoming restriction as it deems necessary until 95% of all lots in the First and any future filings of Oak Alley Estates constructed on the property described on the Attached Exhibit "A-1", land description have been sold by the Developer or the Developer transfers the rights under this declaration to the Association.
51. The Developer reserves all of the oil, gas and other fugacious minerals on and under the common areas, streets and servitudes as shown in the official subdivision plat and future filings as referred to above but waives and relinquishes any surface rights connected therewith.
52. Developer reserves the "First Right of Refusal" on any unimproved lot to be resold by the lot owner within one year of the initial date of sale by the Developer at the purchase price from the Developer. This provision shall be subordinate to the rights of a mortgage who is granted mortgage affecting a lot by a lot owner within one year of the initial date of sale of the lot from the Developer to the lot owner.

THUS DONE AND SIGNED by the Appearers at my office in Baton Rouge, Louisiana on July 11, 2003 in the presence of me, Notary, and the following-witnesses who have signed in the presence of the Appearers and me, Notary.

Witnesses:

AMERICA HOMELAND, LLC.

Cecilia Kor

Kevin K. Nguyen

By: Kevin K. Nguyen

M. Rodriguez

David M. Cochran

Notary Public
DAVID M. COCHRAN

AMERICAN HOMELAND, LLC

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 "A-1"

LEGAL DESCRIPTION OF LAND

TRACT ONE

A certain tract or parcel of land designated as the Hudgens P. Decoteau Tract located in Section 21, Township 9 South, Range 2 East, Southeastern District, East of the Mississippi River, Ascension Parish, Louisiana and being more particularly described as follows:

Commence at the northeast corner of Section 21, Township 9 South, Range 2 East, Southeast District, East of the Mississippi River in Ascension Parish, Louisiana; thence South 89 degrees 45 minutes 00 seconds West along the northern Section Line of Section 21 a distance of 857.78 feet; thence South 00 degrees 04 minutes 59 seconds West a distance of 33.43 feet to the POINT OF BEGINNING;

Thence proceed South 00 degrees 04 minutes 59 seconds West a distance of 2689.42 feet to a point and corner;

Thence proceed South 89 degrees 57 minutes 00 seconds West a distance of 200.58 feet to a point and corner;

Thence proceed North 00 degrees 02 minutes 00 seconds West a distance of 2587.37 feet to southern right-of-way line of La. Hwy. 74 and a point and corner;

Thence proceed North 89 degrees 32 minutes 50 seconds East along the southern right-of-way line of La. Hwy. 74 a distance of 295.88 feet to the POINT OF BEGINNING.

The above described Hudgens P. Decoteau Tract contains 10.529 Acres, more or less, and is more particularly as shown on "Map Showing Boundary & Topographic Survey of The Hudgens P. Decoteau Tract and Tract "Y" of the Murray A. Decoteau Tract located in Section 21, Township 9 South, Range 2 East, Southeastern District, East of the Mississippi River, Ascension Parish, Louisiana for America Homeland, L.L.C.," prepared by Ferris Engineering & Surveying, Inc., Darin W. Ferguson, P.L.S., dated March 15, 2002.

TRACT TWO

A certain tract or parcel of land designated as Tract "X" of the Murray A. Decoteau Tract located in Section 21, Township 9 South, Range 2 East, Southeastern District, East of the Mississippi River, Ascension Parish, Louisiana and being more particularly described as follows:

Commence at the northeast corner of Section 21, Township 9 South, Range 2 East, Southeast District, East of the Mississippi River in Ascension Parish, Louisiana; thence South 89 degrees 45 minutes 00 seconds West along the northern Section Line of Section 21 a distance of 857.78 feet; thence South 00 degrees 04 minutes 59 seconds West a distance of 704.73 feet to the POINT OF BEGINNING;

Thence proceed North 89 degrees 43 minutes 59 seconds East a distance of 204.49 feet to a point and corner;

Thence proceed South 00 degrees 12 minutes 00 seconds West a distance of 1010.17 feet to a point and corner;

Thence proceed South 89 degrees 57 minutes 00 seconds West a distance of 200.57 feet to a point and corner;

Thence proceed North 00 degrees 04 minutes 50 seconds East a distance of 1010.12 feet to the POINT OF BEGINNING.

The above described Tract "X" contains 12.444 Acres, more or less, and is more particularly as shown on "Map Showing Boundary & Topographic Survey of The Hudgens P. Decoteau Tract and Tract "X" of the Murray A. Decoteau Tract located in Section 21, Township 9 South, Range 2 East, Southeastern District, East of the Mississippi River, Ascension Parish, Louisiana for America Homeland, L.L.C.," prepared by Ferris Engineering & Surveying, Inc., Darin W. Ferguson, P.L.S., dated March 15, 2002.

TRACT THREE

A certain tract or parcel of land being the southern portion of Tract "X" of the Murray A. Decoteau Property located in Section 21, Township 9 South, Range 2 East, Southeastern Land District East of the Mississippi River, Ascension Parish, Louisiana and being more particularly described as follows:

Commence at the northeastern corner of Section 21, Township 9 South, Range 2 East thence South 89°43'59" West along the apparent centerline of La. Hwy. 74 a distance of 571.95 feet to the northeastern corner of Tract "X"; thence South 00°12'00" West a distance of 305.53 feet to the POINT OF BEGINNING;

Thence proceed South 00°12'00" West a distance of 305.72 feet to a point and corner;

Thence proceed South 89°43'59" West a distance of 284.49 feet to a point and corner;

Thence proceed North 00°04'59" East a distance of 305.72 feet to a point and corner;

Thence proceed North 89°43'59" East a distance of 305.49 feet to the POINT OF BEGINNING.

The above-described southern portion of Tract "X" contains 1.000 Acres, more or less.

RECORDED IN 319, 411, 7/15/03
BY CLERK OF COURSE, J. R. BELL, JR.