

ACT OF RESTRICTIONS

SEVEN OAKS AT OAK LANE FARM
SECOND FILING, PART TWO

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this _____ day of _____, 1995 before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

DAIGLE BUILDERS, INC., a Louisiana corporation domiciled in East Baton Rouge Parish, and doing business in Ascension Parish, herein represented by its president, JOHN M. DAIGLE, and hereinafter referred to as "Developer,"

who did depose and say that:

Daigle Builders, Inc. is the owner, subdivider, and developer of the real property hereinafter described, and, by this act, imposes upon the property the restrictions, conditions, liens and servitudes hereinafter set forth.

1. Purpose

- 1.0 The purpose hereof is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in that community. The real property described herein is hereby subjected to the covenants, restrictions, servitudes, conditions, reservations, liens and charges herein set out to assure the best use and most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection thereon of poorly designed or proportioned structures built of improper or unsuitable materials; to obtain harmonious color schemes; to provide for the highest and best development of the property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain property setbacks from streets; and, in general, to provide adequately for quality improvement of the property and thereby enhance the values of investments made by purchases of building sites therein.

2. The Property

- 2.1 The real property now owned by Developer, SEVEN OAKS AT OAK LANE FARM, SECOND FILING, PART TWO, and referred to hereinafter as "the Subdivision," is described as follows, and is subject to the covenants, conditions, and restrictions set out herein: Lots 301 through 324 and any common areas, private servitudes, cul-de-sacs, or landscape areas as shown on the final plat of Seven Oaks at Oak Lane Farm, Second Filing, Part Two, prepared by McLin Land Surveying, Inc., dated _____ recorded at Act Number _____ in the official records of the Parish of Ascension, State of Louisiana.
- 2.2 The property and all other portions thereof hereinafter shall be conveyed, transferred and sold by any owner of record thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens and charges hereinafter set out, all of which are imposed upon the property, and all of which shall run with the land. Developer reserves the right to modify the restrictions as he may deem necessary.

3. Improvement Restrictions

- 3.1 An Architectural Control Committee (hereinafter referred to as "the Committee") composed of the following members: John M. Daigle, the Developer, who shall serve without pay and shall check all building

plans to ascertain their compliance with all the restrictions set forth herein.

- 3.2 No residence, building, fence, wall, or other structure, even if temporary in nature, shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind therein be made until two (2) sets of plans, including plot plan and specifications showing the nature, kind, shape, height, materials, floor plans, elevations, exterior colors, orientations, locations of garages or carports, driveways, and the grading plan for drainage of the lot on which the improvements are to be erected have been submitted to and approved by the Architectural Control Committee. One set of plans will be retained by the Committee. The second set will be returned to the lot/home purchaser.
- 3.3 The Committee's approval or disapproval as required in these covenants shall be in writing. The decision of the Committee, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and non-appealable.
- 3.4 In the event the Committee fails to approve or disapprove within 45 days after any matter, including plans and specifications, which has been submitted to it, approval shall not be required by the Committee; however, all other provisions shall continue to apply.
- 3.5 No residence shall be erected on any lot in the Subdivision, exclusive of porches, breezeways, garages, carports, and storage or workshop areas, attached or detached, with less than the following number of square feet of living area:
- | | |
|--------------------------|---|
| Single story homes: | 2200 square feet |
| 1 1/2 and 2 story homes: | 2400 square feet with a minimum of 1800 square feet on the ground floor |
- 3.6 No building shall be erected or permitted to remain on any of said lots within the Subdivision other than one (1) detached single family dwelling per lot not to exceed two (2) stories in height and a private garage/carport or parking pad for not more than four (4) vehicles nor fewer than two (2) automobiles. Accessories incidental to residential use such as swimming pools, bathhouses, or gazebos are allowed subject to the approval of the Committee. Private garages or carports shall load from the side or rear and shall not face the street fronting the lot, except garages fronting on corner lots. A side loading garage constructed on the front one-half (1/2) of a lot must have 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.
- 3.7 The Committee reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site, location and orientation of any house, dwelling or other structure upon all building sites within the subdivision, provided that, in the event an agreed location is stipulated in writing in the contract of purchase, the Committee shall approve automatically such location for a residence.
- 3.8 No building, fence, wall, courtyard, steps, porch, or entry shall be located on any lot nearer to the front property line than the thirty (30) ft. building line. No building, attached or detached, shall be allowed or any portion thereof be erected nearer to the side property lines of a lot than ten (10) ft., or nearer to the rear property lines than fifteen (15) ft. for off lake lots or twenty-five (25) ft. for lake lots.
- 3.9 Any building erected, placed, or altered shall not be constructed exteriorly of new brick or "imitation" old brick or of stone. A minimum of fifty percent (50%) of the living area must be genuine old salvaged brick. Stucco used on exterior walls or chimneys may be either metal-lathe applied or synthetic stucco. Siding may be masonite, wood or vinyl and must meet Committee approval. Exterior colors, initially or at the time of replacement, including trim,

stucco, siding, shutters, doors, brick and roof must meet Committee approval.

- 3.10 Fireplace chimneys shall be brick, stucco, synthetic stucco, or vinyl siding, and must have caps of anodized aluminum, copper, or slate. Galvanized metal caps are not allowed.
- 3.11 The entrance facade of a residence shall have a minimum plate height of ten (10) feet. All residences shall be constructed with at least eighty percent (80%) of the ceilings on the ground floor not less than nine (9) feet in height.
- 3.12 The minimum roof pitch shall be 7/12, except for sheds which allow 3/12, unless otherwise approved by the Committee. Laminated or architectural twenty-five (25) year minimum fiberglass roof shingles are required. Exceptions in special areas of roofs may be allowed by the Committee.
- 3.13 Where shutters are deemed appropriate, only wood shutters shall be allowed. Shutter width must be proportionate to the window. All shutters must be approved by the Committee.
- 3.14 If a window mounted air conditioning or heating unit is used in the home, storage room, workshop, etc., it must be installed on a wall that is not visible from the street.
- 3.15 No fence, wall, or other structure shall be commenced without written approval of the Committee of a plan submitted in writing to the Committee about same. In all instances, no fence shall be nearer to the front property line than the thirty (30) ft. building line as shown on the final plat. Fences, or parts thereof, including slats, braces, posts, caps, etc., erected along a side property line at any point, shall not touch or overhang the side property line. Fence materials may be cedar or cypress wood, brick, wrought iron, metal-lathe applied stucco, or a combination thereof approved by the Committee. Both chain link fence and galvanized metal posts are prohibited. No fence shall be higher than six (6) ft. except that on lake lots no fence shall be higher than three (3) ft. for a distance of twenty-five (25) ft. from the rear property line. Swimming pools shall be fenced so as to comply with regulations and ordinances of the Parish of Ascension for same.
- 3.16 Driveways shall be constructed of concrete with a minimum turning radius at the garage/carport of twenty-one (21) feet. Driveways shall be a minimum of eleven (11) feet wide flaring to at least fifteen (15) feet wide at the street. Driveways shall be constructed a minimum of one (1) foot from the side property line.
- 3.17 Solar collectors are to be placed on the rear of the roof only.
- 3.18 No outside lines, clothes lines, outside television or radio antennas, satellite dishes, poles or hanging devices shall be allowed.
- 3.19 Site lighting, security lighting, outside music or sound producing devices are subject to Committee approval and any standard adopted respecting any restrictions in this regard shall be final.
- 3.20 Landscaping shall be installed within ninety (90) days of occupancy of the residence. The front yard must be completely sodded 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.
- 3.21 All mailboxes must be of the same design, material and paint color as approved by the Committee. Specifications shall be provided before installation.
- 3.22 The developer does not warrant soil conditions. Foundations should be properly designed by a builder, architect or engineer. The Committee's approval of construction plans is limited only to appearance and not structural design or engineering.

3.23 These covenants prohibit the re-subdivision of lots from any dimensions other than those shown on the official recorded plat. However, to accommodate the size or orientation of a residence, a lot may be replatted with the expressed written consent of the Committee so long as it does not limit the use of the affected adjacent lot. In no instance shall two (2) or more lots be combined for the building of one (1) residence.

4. General Covenants

4.1 Homes in Seven Oaks at Oak Lane Farm, Second Filing, Part Two shall be used for residential purposes only. No part of any property shall be used for an apartment house, fraternity house, retail shop or church, school, or assembly hall of any kind.

4.2 The keeping of a mobile home or trailer, with or without wheels, on any parcel of property covered by these covenants is prohibited. A motor home, houseboat, boat or recreational vehicle may be kept only if it is parked on a concrete slab and hidden from view from the street.

4.3 The Subdivision is served by a community sewer system in accordance with parish and state regulations. A monthly maintenance assessment shall be levied upon each residence. The installation of a private sewer plant or septic system is prohibited.

4.4 Electricity, including underground service available to all residences and street lighting for the Subdivision, is installed and provided by Gulf States Utilities.

4.5 Water is provided to each lot owner by arrangements with Capital Utilities in accordance with its rates and requirements and the requirements of the Ascension Parish Health Unit and the State Board of Health. The digging of a separate water well on any parcel of land covered by these restrictions is prohibited.

4.6 Gas service may be made available to each lot owner desiring gas service by arrangements with Natural Gas Company in accordance with its rates and requirements and the requirements of the Ascension Parish Health Unit and the State Board of Health.

4.7 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.

4.8 Some homesites, as shown on the final plat of the Subdivision, shall have permanent drainage swales along the rear and side property lines sloping toward the lake. Adjacent lot owners are responsible for maintenance of these swales at all times.

4.9 The owners of lots abutting the lake shall be responsible for maintenance of the strip of land between their respective lots and the lake including planting grass on the banks, mowing, keeping the banks free from weeds and the control of erosion.

4.10 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 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.

4.11 No parking of school buses, no automobile reconstruction, boat repair, painting of automobiles, trucks, etc., as well as no business of such repair is permitted. No tent, shack, garage, barn, or other outbuilding of a temporary or permanent nature shall be allowed on any lot without the written consent of the Committee.

4.12 Each lot owner shall be required to become a member of the Seven Oaks Homeowners Association. The Association has been empowered under the First Amendment to the Act of Restrictions of Seven Oaks at Oak Lane Farm, First Filing to enforce the Subdivision restrictions, represent the Subdivision in any public matters affecting the Subdivision,

promote the Subdivision activities, provide for the maintenance of the Subdivision entrances, common areas, lakes and ponds for all existing and future filings of Seven Oaks at Oak Lane Farms. The Association will collect yearly dues as fixed by the Board of Directors. Lien rights will exist to enforce the collection of dues. The developer shall be a member of the Association and have one vote per lot owned. However, the Developer shall be specifically exempted from payment of all dues and assessments pertaining to the lots owned by it.

- 4.13 Easements or servitudes for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- 4.14 In the event of a knowing or intentional violation of these restrictions, or in the event of a continuing violation of these restrictions after issuance 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 recover from the violator or lot owner reasonable attorney's fees to be fixed and awarded by the court.
- 4.15 Any notice required to be sent to any owner under the provisions of these restrictions shall be deemed to have been properly given and completed when mailed, postpaid, to the last known address of the person who appears as owner on the public records at the time of mailing.
- 4.16 The Developer reserves the right to amend this Act of Restrictions one or more times, and to amend this Act of Restrictions in any other manner or for any other purpose deemed necessary or appropriate in the sole discretion of the Developer. The Amendment shall be in writing and shall be effective when filed for registry in the official records of Ascension Parish, State of Louisiana. Upon the filing of the Amendment of the Act of Restrictions, the building and use restrictions, conditions, liens and servitudes contained in this Act and in the Amendment shall be binding and fully enforceable on each lot in the Subdivision.
- 4.17 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.
- 4.18 Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the date first written above.

WITNESSES:

DAIGLE BUILDERS, INC.

By: John M. Daigle

NOTARY PUBLIC

FILED AND RECORDED
IN THE PUBLIC RECORDS OF
AMENDMENT TO THE ACT OF RESTRICTIONS

SEVEN OAKS AT OAK LANE FARM 379671
SECOND FILING, PART TWO

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Shela Davis
DY. CLERK

STATE OF LOUISIANA
PARISH OF ASCENSION

BE IT KNOWN, that on this 7 day of August, 1996 before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

DAIGLE BUILDERS, INC., a Louisiana corporation domiciled in East Baton Rouge Parish, and doing business in Ascension Parish, herein represented by its president, JOHN M. DAIGLE, and hereinafter referred to as "Developer,"

who did depose and say that:

Pursuant to the provisions of paragraph 4.16 of the Act of Restrictions of Seven Oaks at Oak Lane Farm, Second Filing, Part Two, dated September 13, 1995 recorded at Act Number 358130 in the official records of the Parish of Ascension, State of Louisiana, the Developer does hereby amend said restrictions as follows:

1. Article 3.18 is hereby amended in its entirety to now read as follows:

3.18 No outside lines, clothes lines, outside television or radio antennas, poles or hanging devices shall be allowed. Satellite dishes up to 18" (eighteen inches) in diameter which are unobtrusively mounted in the rear of a residence shall be allowed with prior approval of the Architectural Control Committee.

2. Article 3.24 is hereby added to the restrictions as follows:

3.24 No structure of any kind including bulkheads, decks, piers, etc. shall be built on any lake lot so as to extend beyond any property line adjacent to the lake without prior written approval of the Architectural Control Committee.

THUS DONE AND SIGNED at _____, Louisiana, on the date first written above.

WITNESSES:

Quana S. Lambert
Wanda Luquette

DAIGLE BUILDERS, INC.

John M. Daigle
By: John M. Daigle

Carla S. Bourgeois
NOTARY PUBLIC

SECOND AMENDMENT TO THE ACT OF RESTRICTIONS
GOB. MOB. 4/19/96

SEVEN OAKS AT OAK LANE FARM
BY CLERK AMANDA DROBEM
SECOND FILING, PART TWO

STATE OF LOUISIANA
PARISH OF ASCENSION

BE IT KNOWN, that on this 4 day of September, 1996 before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

DAIGLE BUILDERS, INC., a Louisiana corporation domiciled in East Baton Rouge Parish, and doing business in Ascension Parish, herein represented by its president, JOHN M. DAIGLE, and hereinafter referred to as "Developer,"

who did depose and say that:

Pursuant to the provisions of paragraph 4.16 of the Act of Restrictions of Seven Oaks at Oak Lane Farm, Second Filing, Part Two, dated September 13, 1995 recorded at Act Number 358130 in the official records of the Parish of Ascension, State of Louisiana, the Developer does hereby amend said restrictions as follows:

1. Article 3.9 is hereby amended in its entirety to now read as follows:

3.9 Any building erected, placed, or altered shall not be constructed exteriorly of "imitation" old brick or of stone. A minimum of fifty percent (50%) of the living area must be genuine old salvaged brick. If a suitable old brick cannot be obtained, a new, manufactured brick may be allowed with written approval of the Architectural Control Committee. Stucco used on exterior walls or chimneys may be either metal-lathe applied or synthetic stucco. Siding may be masonite, wood or vinyl and must meet Committee approval. Exterior colors, initially or at the time of replacement, including trim, stucco, siding, shutters, doors, brick and roof must meet Committee approval.

THIS DONE AND SIGNED at Gonzales, Louisiana, on the date first written above.

WITNESSES:

DAIGLE BUILDERS, INC.

Wanda Luquette

John M. Daigle
By: John M. Daigle

Monique C. Monty

Carla S. Bergeron
NOTARY PUBLIC