

ACT OF RESTRICTIONS

SEVEN OAKS AT OAK LANE FARM, SECOND FILING

314259

BY _____
NOT. CLERK

NOT. PUBLIC
BY _____
NOT. CLERK AND RECORDER

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

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

CHRIS INGRAM, INC., a Louisiana Business Corporation domiciled and doing business in Ascension Parish, herein represented by CHRIS M. INGRAM, its duly authorized President by virtue of resolution of its Board of Directors recorded in File No. 280331 of Ascension Parish records, (hereinafter "Developer"),

who declares that Developer is the owner of all lots and parcels of ground, being Lots Numbered 46 through 72, Lots 82 through 90, Lots 105, 118, 119, 125, 126 and 127, comprising Seven Oaks at Oak Lane Farm, Second Filing, which is shown and set out on a map prepared by Lester A. McLin, Jr., Professional Land Surveyor, entitled "Final Plat of Seven Oaks, Second Filing at Oak Lane Farm, Being the subdivision of a 36.49 acre portion of a 113.43 acre tract of the Dr. C.A. Phillips property located in Sections 1, 2 and 58, T-9-S, R-2-E, Southeast Land District, East of the Mississippi River, Ascension Parish, Louisiana for Chris Ingram", dated September 23, 1992, a copy of which map is recorded in the original records of Ascension Parish, State of Louisiana, at Act Number 307857, to establish, and Developer does hereby establish, certain building restrictions and conditions for the benefit of said property and properties to be binding upon and enforceable by the present and future owners of said property and properties, or any part thereof, it being the intention of Developer to establish these restrictions and conditions as servitudes and covenants running with the land, said restrictions being set out as follows, to-wit:

1. All of the lots contained in said subdivision are hereby designated as residential lots and restricted to residential use only. No 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 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 at least four (4) inches of concrete. Placement of Driveways to be approved by the Architectural Control Committee.

2. Seven Oaks at Oak Lane Farm, Second Filing 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. Seven Oaks at Oak Lane Farm, Second Filing will be served by a community sewer system, in accordance with Parish and State regulations.

4. Water may be made available to each lot owner by arrangements with Capital Utilities in accordance with its rates and requirements; and requirements of the Ascension Parish Health Unit and the State Board of Health.

5. 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 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, and a plot plan showing the location of the structure to be so erected, placed, or altered has been submitted to and approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. Any building so erected, placed or altered shall not be constructed exteriorly of imitation brick, imitation stone, or asbestos and not more than fifty (50%) percent of the exterior, at the discretion of the Architectural Control Committee, may be trimmed in wood or similar building material. The Architectural Control Committee may impose other appropriate and reasonable standards for exterior finishes and materials which it may deem undesirable or which in its discretion detracts from the value of the building or structure itself or the surrounding properties, the general appearance of the neighborhood or the value of the adjacent structures.

7. The minimum roof pitch shall be 7/12, unless otherwise approved by the Architectural Control Committee.

8. There shall be a minimum of two thousand two hundred (2,200) square feet of living area in each residence, which shall be exclusive of open porches, garages, carports, or storage areas attached to the garage or carport. In the event the residential structure to be erected shall contain more than one (1) story, a minimum of fourteen hundred (1,400) square feet of enclosed living area is required on the ground floor.

9. All residences shall be constructed with at least eighty (80%) percent of the ceilings on the ground floor not less than nine (9') feet high, unless otherwise approved by the Architectural Control Committee.

10. Fireplace flues and chimneys shall be covered with the same material as used on the exterior of the residence. All fireplaces shall have chimney caps.

11. 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.

12. No building shall be located on any lot nearer to the front property line than the building line shown on the final plat described above, nor nearer to the side property lines than twelve (12) feet. The Architectural Control Committee shall have the authority to vary the front and side building line requirements in cases where in its opinion topographical features warrant such as variance or where such variance would prevent the destruction of one or more desirable trees, except that in no instance may the front or side 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 construed 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 twelve (12) feet nor nearer than twenty-five (25) feet to the rear lot line.

13. Cutting down or removal of any tree or trees 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 plat.

15. 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.

16. These covenants prohibit the resubdivision of the lots from any dimensions other than those shown on the official recorded plat, provided, however, that this covenant shall not prohibit the use of more than one (1) lot for one (1) residence. Notwithstanding this prohibition to the resubdivision of lots, any lot or lots may be resubdivided or replatted with the express written consent and permission of the Architectural Control Committee.

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 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.

18. No fence shall be erected on said lot beyond the front building setback line of that lot. All fencing material must be wood, wrought iron, brick or stucco, unless otherwise approved by the Architectural Control Committee. ~~Individual Owners of Lots 13 through 27 shall erect a fence along the rear property line within sixty (60) days after purchase of each lot. Details and specifications for said fence are shown on attachment of Act of Restrictions.~~

19. Should construction of a prospective residence, building, or structure not be commenced within six (6) months after approval by the Architectural Control Committee, and be pursued diligently thereafter, or should construction not be completed within twelve (12) months after the approval, then the approval of the Architectural Control Committee shall be automatically withdrawn. The Architectural Control Committee may grant extensions of its approval from time to time for good cause stated. Should construction not commence or be completed for reasons

beyond the control of the lot owner or his contractor, such as 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.

20. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-buildings shall be used on any lot at any time as a residence, either temporary or permanent. No detached structure may be constructed without first having been approved by the Architectural Control Committee, any such building must conform in every respect, including materials, with the exterior construction of the residence constructed on that same lot. For developmental purposes of Seven Oaks at Oak Lane Farm, including development of future Filings and sale of lots, Developer is allowed to place a temporary office or sales tent on the property.

21. No outside lines, outside television antennas, satellite dishes, above ground improvements or hanging devices shall be allowed without the written consent of the Architectural Control Committee evidenced by a majority vote thereof.

22. The owner shall not paint or decorate any portion of the exterior of any buildings or improvements facing the street without first obtaining consent of the Architectural Control Committee.

23. An Architectural Control Committee composed of the following members: (1) Chris M. Ingram; (2) Greg Pellegrin, A.I.B.D., Design Consultant; (3) Ron Babb; and (4) Sue DeCuir is hereby appointed. A majority of the Committee may designate a representative to act for it in its capacity. The members of the Committee shall be appointed by Developer until such time as Developer shall release this right to lot owners in the subdivision. The Architectural Control Committee shall serve without pay and shall check all building plans to ascertain their compliance with all of the restrictions as set forth herein. The decision of the Architectural Control Committee, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and non-appealable.

24. The Committee's approval or disapproval as required in these covenants shall be in writing. No construction shall be started until the plans have been approved in writing by the said Committee or its representative. A complete set of plans and specifications shall be submitted to the Architectural Control Committee and will be retained on file by the committee. In the event the Committee, or its designated representative fails to approve or disapprove, within thirty (30) days after the plans and specifications have been submitted to it, as aforesaid, in writing, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

25. All residences built on the lots which comprise ~~Seven Oaks at Oak Lane Farm, First Filing~~, shall face an approved street. No garage or carport shall open to any street on which the residence faces unless the garage or carport is wholly on the rear one-third of the lot. A side loading garage may be constructed on the front one-half of the lot with an approved garage door.

Any corner lot where the carport or garage faces the front yard of another lot must have an approved garage door.

26. No garage apartment shall be erected or permitted on any lots.

27. All mailbox structures shall be construed of brick or wrought iron. Wooden posts and pipes are unacceptable.

28. No sign of any kind shall be displayed to the public view on any lot or in the streets of the subdivision, except one (1) sign of no more than five (5) square feet advertising that particular property for sale or rent or customary signs used by a builder or real estate broker to advertise the property during the construction or sales period. Corner lots are allowed two (2) signs, in which one sign may be placed in the front yard and the other on the side yard of same lot. However, this limitation shall not apply to the Developer of the subdivision during the course of its initial development.

29. 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. In the event that an owner fails to discharge this obligation after ten (10) days written notice, the Architectural Control Committee, or its representative, may, at its discretion, cause the lot to be mowed and may demand and sue for reimbursement for such costs, including legal fees and legal interest from the date of demand.

30. Each lot owner shall be required to become a member of the ~~Seven Oaks~~ Homeowners Association. The ~~Seven Oaks~~ Homeowners Association shall 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. Until the Board of Directors sets a different amount, the yearly dues shall be \$120.00. Lien rights will exist to enforce the collection of dues. Developer shall be a member of the Homeowners Association and shall have one vote per lot owned; provided, however, Developer shall be specifically exempted from payment of all dues and assessments pertaining to lots owned by it.

31. No boats, vehicles, campers, or trailers of any kind, or parts or appurtenances thereof, may be kept, stored, repaired, or maintained on any street or on any lot nearer to the street than the minimum building setback line 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.

32. 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.

33. Lot owners understand that the residence and adjacent property of Dr. and Mrs. G.A. Phillips (Oak Lane Farm) is private property, and lot owners of Seven Oaks at Oak Lane Farm

agree not to enter upon the property without first obtaining the permission of Dr. and Mrs. C.A. Phillips.

34. The use of the lake shown on the Final Plat is reserved exclusively for use by the owners of the lots abutting the lake. The owners of lots abutting the lake shall be responsible for maintenance of the strip of land between their respective lots and the lake.

35. In the event of a knowing or intentional violation of these restrictions or in the event of a continuing violation of these restrictions after receipt by the violator or owner of the lot on which the violation occurs of written notice of violation, the party bringing a successful action to enforce these restrictions by injunction, declaratory judgment or otherwise shall be entitled to recover from the violator or lot owner reasonable attorney's fees to be fixed and awarded by the court.


36. 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. Notwithstanding the foregoing, these restrictions may be amended in whole or in part at any time by an instrument signed by the owners of 75% of the lots in said subdivision.

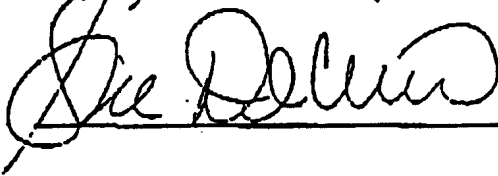
37. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hercof and the latter provisions shall remain in full force and effect.

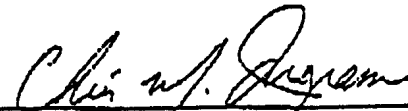
THUS DONE AND SIGNED at my office in Baton Rouge, Louisiana, by said appearer in the presence of the undersigned competent witnesses and me, Notary, on this 3rd day of March, 1993.

WITNESSES:

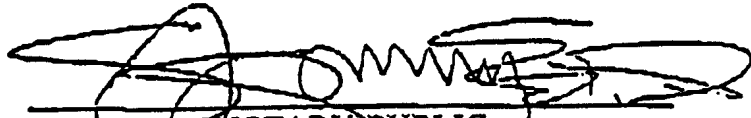
CHRIS INGRAM, INC.





By: 

Chris M. Ingram, President



NOTARY PUBLIC

FILED AND RECORDED
HERMIT HART BOURQUE
ASCENSION CLERK OF COURT

**FIRST AMENDMENT TO ACT OF RESTRICTIONS ON
SEVEN OAKS AT OAK LANE FARM, SECOND FILING**

CERTIFIED TRUE COPY
346934
BY MSO
DY. CLERK

COB 535 FOLIO
MOB _____
DY. CLERK AND RECORDER

STATE OF LOUISIANA
PARISH OF ASCENSION

BEFORE ME, the undersigned Notary Public in and for the Parish of Ascension, State of Louisiana, and in the presence of the subscribing witnesses, personally came and appeared:

CHRIS INGRAM, INC., a Louisiana corporation domiciled in the Parish of Ascension, State of Louisiana, represented herein by its undersigned officer, duly authorized (hereinafter "Appearer" or "Developer"),

who declared that:

WHEREAS, Appearer is the developer or subdivider of Seven Oaks at Oak Lane Farm, Second Filing, which official map of said Subdivision is on file and of record as File Number 307857 in the office of the Clerk and Recorder for the Parish of Ascension, Louisiana, (hereinafter the "Subdivision"); and

WHEREAS, the Subdivision is subject to the Act of Restrictions of Seven Oaks at Oak Lane Farm, Second Filing on file and of record as File Number 314259 of the official records of the Clerk of Court for Ascension Parish, Louisiana. (hereinafter the "Restrictions"); and

WHEREAS, in accordance with Paragraph 23 of the Restrictions, Appearer desires to amend the Restrictions as set forth below;

NOW THEREFORE, Appearer does hereby amend Paragraph 23 of the Restrictions to appoint the following individuals as successor members to the Architectural Control Committee:

Chris M. Ingram
Durel Braud
Henry E. Ingram, Jr.

AND NOW APPEARS Chris M. Ingram, Durel Braud and Henry E. Ingram, Jr. who hereby accept the appointment herein as successor members to the Architectural Control Committee for Seven Oaks at Oak Lane Farm, Second Filing and who declare that, pursuant to Paragraph 6 of the Restrictions, the Architectural Control Committee does hereby give notice of the following standards imposed on all construction:

1. Only real "old brick" shall be used and this does not include "new brick" that is made to look like "old brick". No imitation "old brick" shall be permitted.
2. Only architectural style shingles with minimum 25 year warranty shall be permitted.
3. All owners, builders or contractors shall contact the Architectural Control Committee to review and discuss other required standards established by the Architectural Control Committee.

In all other respects, the Restrictions shall remain in full force and effect as originally written.

THUS DONE AND SIGNED in Prairieville, Louisiana on this 12th day of January, 1995, in the presence of the undersigned Notary Public and competent witnesses.

WITNESSES:

Linda Allen

Debbie Panner

CHRIS M. INGRAM, INC.

BY: Chris M. Ingram
 Name: Chris M. Ingram
 Title: President

Chris M. Ingram
 CHRIS M. INGRAM

Durel Braud
 DUREL BRAUD

Henry E. Ingram Jr.
 HENRY E. INGRAM, JR.

Stephen G. McCollister
 Stephen G. McCollister
 NOTARY PUBLIC