

ACT OF RESTRICTIONS

SEVEN OAKS, SEVENTH FILING AT OAK LANE FARM

CERTIFIED TRUE COPY OF INSTRUMENT FILED FOR RECORD

STATE OF LOUISIANA  
PARISH OF ASCENSION

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BY: *[Signature]*  
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DY. CLERK

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:

SEVEN OAKS PROPERTIES, L.L.C. , a Louisiana Corporation domiciled in East Baton Rouge Parish, and doing business in Ascension Parish, herein represented by CATHERINE B. BORDELON, its duly authorized representative (hereinafter "Developer"),

who declares that Developer is the owner of all lots and parcels of ground, being Lots Numbered 187 through 218, comprising Seven Oaks, Seventh Filing at Oak Lane Farm, which is shown and set out on a map prepared by GWS Engineering, Inc., entitled "Final Plat of Seven Oaks, Seventh Filing at Oak Lane Farm. Being tract SO-3B-1 of a 107.48 acre Portion of the Dr. C.A. Phillips Property Located in Section 1, 19S, R2E, Southeast Land District, East of the Mississippi River, Ascension Parish, Louisiana for Seven Oaks Properties, L.L.C., dated \_\_\_\_\_, a copy of which map is recorded in the records of Ascension Parish, State of Louisiana, as Entry Number \_\_\_\_\_, to establish, and Developer hereby 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 two and one half (2 ½) 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 are to be approved by the Architectural Control Committee.
2. Seven Oaks, Seventh Filing at Oak Lane Farm 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, Seventh Filing at Oak Lane Farm 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. The purchaser of each lot will be required to provide underground drainage in the street right of way adjacent to each lot in accordance with the drainage layout of the subdivision construction drawings and specifications.

5. Water may be made available to each lot owner by arrangements with Capital Utilities in accordance with its rates and requirements of the Ascension Parish Health Unit and the State Board of Health. No private water well will be permitted on any lot.

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

7. 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. It is the intention of the restrictions that only real "Old Brick" be used and this does not include "New Brick" that is made to look like "Old Brick". 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.

8. 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 (25) year warranty laminated (Architectural) shingles.

9. There shall be minimum of Two Thousand (2000) 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 One Thousand Four Hundred (1400) square feet of enclosed living area is required on the ground floor.

10. 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.

11. 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.

12. 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 in accordance with paragraph (32) herein.

13. 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 ten (10) feet, nor nearer the rear property line than twenty-five (25) feet. The Architectural Control Committee shall have the authority to vary the 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 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 ten (10) feet nor nearer than twenty-five (25) feet to the rear lot line.

14. 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.

15. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision Final Plat.

16. No noxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance the neighborhood.

17. 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.
18. 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, 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.
19. 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.
20. 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.
21. 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 that same lot. For developmental purposes of Seven Oaks, Third Filing 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.
22. No outside lines, outside television antennas, satellite dishes, above ground improvements or hanging devices shall be allowed without the prior written consent of the Architectural Control Committee evidenced by a majority vote thereof.
23. 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.

24. The Architectural Control Committee shall be composed of three (3) individuals appointed by the Developer, Seven Oaks Properties, L.L.C. The Committee may designate a representative to act for it in its capacity. The Developer shall have the exclusive right to appoint the Architectural Control Committee until such time as the Developer shall release this right to the Seven Oaks Homeowners Association or upon the completion of construction of homes on 75% of the lots. Thereafter, the Seven Oaks 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 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, binding and non-appealable.

25. The Committee's approval or disapproval as required in these covenants shall be in writing. No construction shall be commenced until the plans have been approved in writing by the said Committee or its representative. A complete set of plans, specifications and a material list shall be submitted to the Architectural Control Committee and 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 have been submitted to it, as aforesaid, approval will not be required and the related covenants shall be deemed to have been fully complied with.

26. All residences built on the lots which comprise Seven Oaks, Seventh Filing at Oak Lane Farm 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 (½) 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.

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

28. All mailboxes shall be in accordance with "Exhibit A" and are to be painted black.

29. 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 construction or sales period. However, this limitation shall not

apply to the Developer of the subdivision during the course of its initial development.

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. 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 in accordance with paragraph (32) herein.

31. Each lot owner shall automatically 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, 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 \$120.00. 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.

32. In the event of any violation of the restrictions contained herein, the Association its successors, assigns and agents shall have the right to enforce these restrictions and go upon the property, cause the lot to be cleared, cleaned and mowed, and have the grass, weeds and vegetation cut, when and as often as may be necessary in the Association's judgement 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 Seven Oaks, Third Filing at Oak Lane Farm or subsequent filings, for the benefit of other lot owners. In any such event, the lot owner shall be obligated to pay or reimburse the Association, its successors, assigns and agents for the cost or expense of such work, together with reasonable costs of collection and reasonable attorney's fees in the event it shall be necessary for the matter to be turned over to an attorney at law for collection. The cost of any such work, together with reasonable costs of 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 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 events giving rise to the claim. The lien so perfected shall preserve the privilege against the lot 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 five (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 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 of record as lien.

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 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.

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. In the event of a knowing or intentional 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 judgement 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. The owners of 51% of the lots may amend these restrictions at any time, during the first two (2) years of the recording of this instrument. Thereafter, 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 extended for successive periods of ten (10) years each unless an instrument signed by seventy-five (75%) percent of the then owners of the lots shall have been recorded agreeing to change said covenants in whole or in part.

37. Invalidation of any of these covenants by judgement or court order shall in no way

affect any of the other provisions hereof and the latter provisions shall remain in full force and effect.

THUS DONE AND SIGNED by the Appearers at my office in Baton Rouge, Louisiana on the date first above written, in the presence of me, Notary, and the following witnesses who have signed in the presence of the Appearers and me, Notary.

Witnesses:

SEVEN OAKS PROPERTIES, L.L.C.

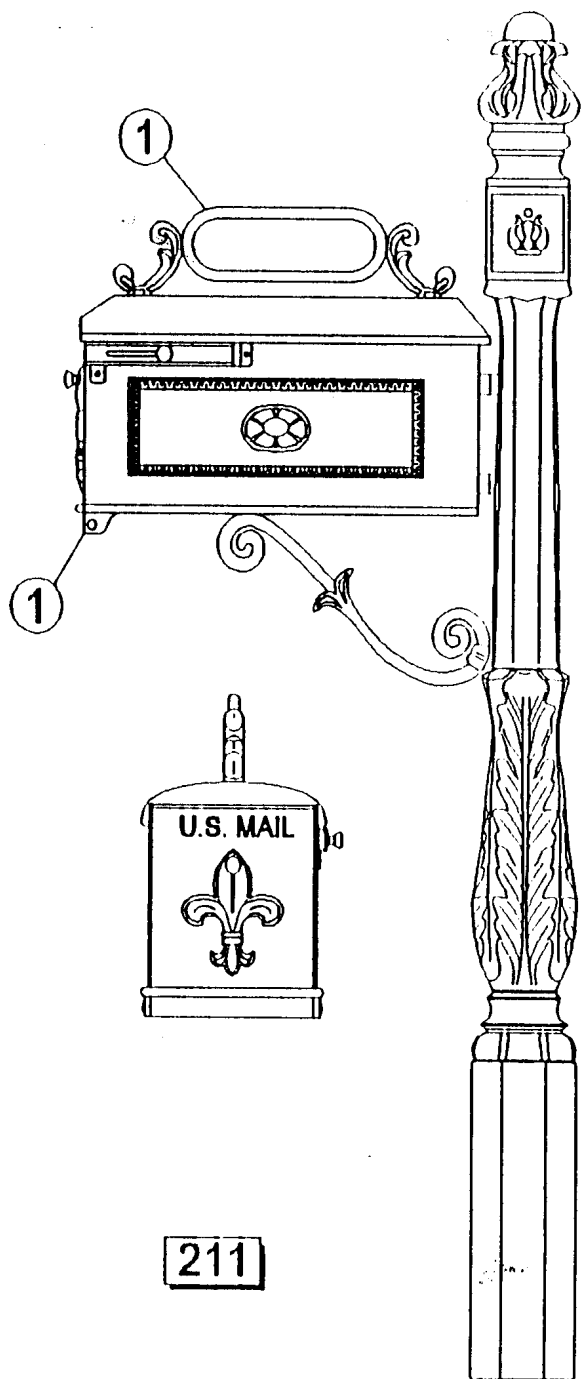
Jeane C. Martin  
Neil J. Boudelo

Catherine B. Bordelon

By: Catherine B. Bordelon

Yvette M. Bergeron  
YVETTE M. BERGERON

Paragraph # 28: All mailbox structures shall be uniform in design (as shown below) and shall be approved in advance by the Architectural Control Committee.



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