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### ACT OF RESTRICTIONS FOR TRACTS B-1-A and B-1-B OF WATERFRONT WEST, FIRST FILING

**ACT OF RESTRICTIONS  
FOR  
TRACTS B-1-A and B-1-B  
OF WATERFRONT WEST, FIRST FILING**

BE IT KNOWN, that on this 1<sup>st</sup> day of July 2003, before me, Linda S. Melancon, a Notary Public, duly commissioned and qualified in and for the Parish of Ascension, Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

**BLIND RIVER PROPERTIES, INC.**, a Louisiana corporation, organized and existing under the laws of the State of Louisiana, represented herein by W. Dale Martin, duly authorized pursuant to a resolution of the Board of Directors of said corporation, on file and of record in the office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana; herein referred to as "Appearer" or "Developer";

who after first being duly sworn, did depose and state:

Appearer is the Owner and Developer of the real property hereinafter described, and by this act, imposes upon the property the building restrictions, conditions, liens and servitudes hereinafter set forth.

1. PURPOSE

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 the community. The real property described herein is hereby subjected to the covenants, restrictions, conditions, reservations, liens and charges set out to insure 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, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure 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 secure and maintain property setbacks from abutting properties; and, in general, to provide adequately for quality improvements of the property and thereby enhance the values of investments made by purchasers of building sites therein.

2. THE PROPERTY

2.1 The real property now owned by Appearer and referred to herein is described as follows, and is subject to the covenants, conditions and restrictions set out herein: Two (2) certain lots or parcels of real estate, together with all buildings and improvements thereon, located in Section 23, Township 9 South, Range 4 East, Livingston Parish, Louisiana and being more particularly described as **Tract B-1-A and Tract B-1-B**, as shown on a map or plan of survey prepared by Alvin Fairburn, Jr. P.L.S. dated January 27, 2000 entitled "Map Showing Resubdivision of Tract "B" of Waterfront West, First Filing into Tracts 'B-1-A,' 'B-1-B' and 'B-2', located in Section 23, T9S-R4E, G.L.D., Livingston Parish, Louisiana for Blind River Properties, Inc." and recorded at File No. 437881 of the official records of Livingston Parish, Louisiana.

2.2 The property and all other portions thereof shall be conveyed, transferred and sold by any record Owner 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.

3. IMPROVEMENT RESTRICTIONS

3.1 ARCHITECTURAL CONTROL COMMITTEE

A. Committee Membership

There was previously created by Amended Act of Restrictions for Waterfront West, First Filing recorded at COB 738, Page 302, File No. 416520 of the official records of Livingston Parish the WATERFRONT WEST Architectural Control Committee (the "Committee"), to be composed of not more than four (4) representatives appointed by the Developer, who, by a majority vote, may designate one or more representatives to act for them (the term "Architectural Control Committee" as used herein shall refer to the individuals referenced above, their assignee(s) as permitted therein, or the Committee's designated representative(s). All lots affected by these restrictions shall be governed by the Waterfront West Architectural Control Committee and the Waterfront West Architectural Committee shall be constituted as outlined in Amended Act of Restrictions referral to above.

B. Duties

1) General

All planning, design and construction of lots affected by these restrictions, including exterior ancillary buildings and site improvements, shall be made in conformance with the Architectural Control Committee's *Development/Design Guidelines* and procedures established therein. Notwithstanding any provisions herein to the contrary, no covenant, provision or other restriction in this Act of Restrictions may be amended, deleted or altered in any way except upon the approval of the Committee.

2) Plan Review

The Committee shall review for approval all plans and specifications for new construction and for alterations, additions or remodeling of existing structures, including exterior site improvements in accordance with the established guidelines. The Committee shall have full power and authority to reject any plans and specifications:

- (a) that do not comply with the restrictions herein imposed or do not meet the minimum structural and mechanical standards and requirements of *Development/Design Guidelines*; or
- (b) that might not be compatible, in the sole discretion of the Committee, with the design or overall character and aesthetics of the Property or the harmony of external design, color schemes or location in relation to property lines, building lines, servitudes, grades, surrounding structures, walks and topography; or
- (c) where there is a failure to pay review fees as established within the *Development/Design Guidelines*.

3) Minimum Construction Standards

The Committee may from time to time promulgate an outline of minimum acceptable construction standards and specifications (including, without limitation acceptable exterior materials and/or finishes).

4) Enforcement

The Committee (or its successor) shall give written notice to each Lot Owner at his last address registered with the Home Owners' Association of any violation(s) of these Restrictions, and such Lot Owner shall have ten (10) days from the receipt of such notice to correct such violation(s). In the event a Lot Owner does not cure such violation(s) within the ten (10) day period, the Committee may:

- (a) file suit to enjoin or restrain continued violations of these Restrictions;
- (b) file suit to require specific performance to enforce compliance with these Restrictions;
- (c) file suit to recover damages for violations of these Restrictions; and/or
- (d) record a privilege against any Lot owned by a defaulting Lot Owner and then file suit to collect all amounts owed it and to enforce any privilege filed by the Committee.

In the event a Lot Owner does not properly maintain his Lot in accordance herewith, including but not limited to provisions of paragraph 5.9 of these Restrictions, the Committee or its employees, contractors or agents shall have the right to go upon such Lot, whether or not the Improvements have been constructed, to eliminate nuisance conditions, to cause the Lot to be cleaned and mowed and to have the grass, weeds, vegetation and shrubbery cut, or to do anything necessary to maintain the aesthetic standards of such Lot when and as often as may be necessary in its judgment to maintain the Lot in the condition required by these Restrictions without the necessity of giving notice to such Lot Owner and at the sole cost, risk, and expense of the Lot Owner violating these Restrictions. Each defaulting Lot Owner shall be personally liable and responsible for all costs and expenses, including but not limited to attorney's fees, incurred by the Architectural Control Committee in maintaining such Lot and collecting the amounts owed by such defaulting Lot Owner. Each defaulting Lot Owner agrees that the Committee shall be reimbursed for one hundred and fifty (150%) percent of its out of pocket cost in maintaining a Lot resulting from a violation of these Restrictions.

The failure of the Committee to enforce any restriction, covenant, and/or condition herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction, covenant, or condition. Additionally, the Committee shall not have any personal liability or responsibility for enforcing or failing to enforce any restriction, covenant and/or condition herein contained.

### 3.2 HOME OWNERS' ASSOCIATION

#### A. Home Owners' Association.

In accordance with the provisions of La. R.S. 9:1145 *et seq.*, Apparer, has previously created the WATERFRONT WEST Home Owners' Association (hereinafter the "Home Owners' Association"), which is a Louisiana Nonprofit Corporation created under the provisions of La. R.S. 12:201 *et seq.* Upon the purchase of a Lot affected by these restrictions, a Lot Owner will become a member of the Home Owners' Association and will be obligated to pay Home Owners' Association dues. The rights of a member of the Home Owners' Association shall be governed by the bylaws and Articles of Incorporation of the Home Owners' Association.

#### B. Duties

The Home Owners' Association will:

- 1) maintain and oversee the maintenance of commonly owned spaces, properties, utilities and services (not transferred to legal regulatory bodies or entities) located within the areas affected by these restrictions and will be responsible for the maintenance, mowing and landscaping of common areas located within the development;
- 2) assist the Committee in policing these Restrictions and the ordinances of the Parish of Livingston, as applicable, including but not limited to enforcing the requirements of paragraphs 3.1 (B)(4); 4 and 5.9; and
- 3) provide such other services as the Board of Directors decides are related to the aesthetics of the Property.

#### C. Dues

All Lot Owners, other than the Apparer, will be assessed annual dues in the amount of Two Hundred Fifty and no/100 (\$250.00) Dollars, to pay for the activities of the Home Owners' Association as determined by the Board of Directors of the Home Owners' Association. These dues will become due and payable on June 1<sup>st</sup> of every year. Dues may be increased or reduced at the annual meeting of the Home Owners' Association or at a special meeting called for such purpose all in accordance with the by-laws of the Home Owners' Association. The Apparer shall not be obligated to pay any dues subject to existing ownership of Lots.

### 4. PRIVILEGE AND LIEN RIGHTS

As security for the failure of any Lot Owner to pay any dues, charges or expenses imposed by the Committee and/or the Home Owners' Association, including those charges imposed in paragraph 3.1 (4) for Lot maintenance, Apparer, the Committee, the Home Owners' Association, or any other person(s) authorized by law, may impose and file in the mortgage records of the Parish where the Lot is located, a privilege upon the Lot as authorized by La. R.S. 9:1145, *et seq.* Said privilege shall include, but not be limited to, the actual charge or fee owed, interest upon that charge or fee at the legal rate, and attorney's fees incurred in filing the privilege and filing suit to enforce that privilege if necessary.

## 5. GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

### 5.1 Single Family Residential Purposes

All improvements constructed on any of the Lots affected by these restrictions shall be used solely for single-family residential purposes. No Lot Owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single-family residence. However, the foregoing shall not be interpreted to prohibit a personal office being located within the residence. The use of Lots for other forms of residential use or for commercial, institutional, medical, retail, religious or storage uses of any kind is strictly prohibited. Notwithstanding the foregoing, this restriction shall not apply to Appearer as long as it owns, leases or occupies any lot subject to these restrictions.

### 5.2 Approval Required by the Committee Prior to Construction.

No residence, building, fence or other structure shall be erected, placed or altered on any lot affected by these restrictions until the proposed building plans, specifications, exterior color and finish plot plan (showing proposed location of such building or structure, drives and parking areas) has been approved in writing by the Committee, its successors or assigns. Refusal of approved plans, location or specifications may be based by the Committee upon any grounds, including purely aesthetic reasons, which in the sole and uncontrolled discretion of the Committee shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval of the Committee.

### 5.3 Temporary Structure

No structure of a temporary character, trailer or mobile, modular or prefabricated home, garage, barn or other structure or building shall be placed on any Lot, and no house, garage or other structure appurtenant thereto shall be moved upon any Lot from another location; provided however, a temporary structure may be placed on any lot by Appearer as a sales or construction office or by other Lot Owners in connection with their construction of a residence on said Lot with the prior written approval of the Architectural Control Committee.

### 5.4 Public Servitudes and Private Servitudes

There is hereby reserved in favor of Appearer a fifteen (15') feet wide servitude across the front (road accessed side) of each Lot coterminous with the street for street lights, drainage, water, sewer, telephones, cable, electrical, gas or other utilities, whether provided or not. It is expressly provided that Appearer, its successors and assigns, shall have the right to grant additional servitudes for passage, ingress, egress, utilities and/or other purposes in, on, over, under and across this 15' wide servitude, to such entities, properties and/or persons as it shall determine, which such grantees have the right to use and enjoy the 15' servitude in addition to and together with the grantees of the servitudes hereinabove established and without hindrance from said grantees, regardless of when their rights shall be recorded. It is understood that other servitudes, such as servitudes for utilities, have been or will be granted which affect the 15' servitude.

### 5.5 Nuisance

No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or becomes an annoyance or nuisance to the neighborhood or other Lot Owners in the Waterfront subdivisions.

5.6 Signs

No signs of any kind shall be displayed to the public view on any Lot, except any Lot Owner may display one (1) sign of not more than three (3) square feet on a Lot improved with a residential structure to advertise the Lot and residence for sale. No signs of any kind will be placed by Lot Owners at the entrance to the Waterfront West subdivision. This limitation shall not apply to the Developer of the subdivision during the course of its initial development.

5.7 Re-Subdivision of Lots

Re-subdivision of Lots to vary from the layouts indicated on the recorded plat developed by the Appearer is prohibited without express written approval of the Home Owners' Association and the Architectural Control Committee.

5.8 Garbage and Refuse Storage and Disposal

All Lots and improvements located thereon shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials with tightly-fitting lids, and shall be maintained in a clean and sanitary condition and screened from the street or adjacent property. Other than for the construction of improvements, no Lot shall be used for open storage of any materials or equipment except for normal residential requirements. New building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay. Upon completion of the improvements, all construction materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned or buried on any Lot.

5.9 Lot Maintenance

All Lot Owners shall at all times:

- A. keep all weeds, grass and landscaping located on their Lot(s) cut in a sanitary, healthful and attractive manner;
- B. maintain all improvements in a sanitary, healthful and attractive manner; and
- C. not permit the accumulation of garbage, trash or rubbish of any kind on any Lot.

All Lots, including but not limited to vacant Lots, shall at all times be mowed so the grass shall be at a height of not greater than eight (8") inches.

- D. Should Lot Owner rent or lease the construction built upon their lot, the Lot Owner will still be responsible for all upkeep required by this section.

5.10 Access

No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot without the prior written approval of the Architectural Control Committee. Each Lot must be accessible to the adjoining street by a hard surfaced driveway suitable for such purposes before the residential structure located on any such Lot may be occupied or used.

5.11 Oil and Mining Operations

No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels,

mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

#### 5.12 Surface Areas

The surface of servitude access for underground utilities may be used for landscaping. However, neither the Appearer nor any supplier of any utilities or services using any servitude area shall be liable to any Lot Owner for any damage done by them, or their respective agents, employees, servants or assigns, to any landscaping located on such servitude as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such servitude area.

#### 5.13 Parking

No boats, recreational vehicles or trailers of any kind, or parts or appurtenances may be kept, stored, repaired or maintained on any street or on any portion of a Lot nearer to the street than the minimum building setback line. Recreational vehicles must be housed completely within an enclosed structure or placed in a location which has been approved, in writing, by the Committee. In no event shall they be kept, stored, repaired, or maintained in any manner which would detract from the appearance of both the individual Lot and the Waterfront Development. Each Lot Owner shall provide for permanent parking of its vehicles within the bounds of the buildable portion of the Lot. No vehicle owned by a Lot Owner or occupant shall be parked on the street fronting any Lot for an extended period of time. No parking on the North side of access roadway is allowed at any time.

#### 5.14 Animals

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 they are not kept, bred or maintained for any commercial purposes. No pet will be allowed to make an unreasonable amount of noise or to become a nuisance.

#### 5.15 Fencing

No fence shall be constructed on any Lot without first obtaining written approval of the Architectural Control Committee. Chain link, wire or unfinished concrete, blocks or other unsightly fencing is prohibited. Fence designs of heavy timber, wood, wrought iron, stucco and similar construction will be considered acceptable, subject to the Architectural Control Committee's approval. Fencing may be installed along the street side of the Lot with a maximum height of four (4') feet, and shall not be nearer than thirty-five (35') feet from the front building line. Fencing may be installed on side lot lines to a height not to exceed six (6') feet except parts extending nearer than forty (40') feet from the front lot line shall be limited to a maximum of four (4') feet in height.

A principal consideration of the Architectural Control Committee is the need to ensure that no fence will interfere with a neighbor's view to the natural water and wetland settings. Accordingly, rigorous restrictions may be applied to "solid" fences, such as board-on-board or masonry, which may not apply to more "open" fences, such as post-and-rail or picket style fences installed near property lines.

Perimeter fencing enclosing all or much of a lot is considered inappropriate and will not be approved except in very unusual circumstances.



5.16 Fireplace Flues/Chimneys

Fireplace flues and chimneys shall be covered with the same materials as used on the exterior of the residence, except they may be brick masonry though the residence exterior is not. Exposed metal flues are prohibited. All fireplaces shall have chimney caps.

5.17 Satellite Dishes and Antenna

No television antenna, radio antenna (receiver or sender) or other similar device shall be mounted on the roof or exterior walls of any residential or ancillary structure, except satellite/TV disk of 18 inch diameter or less. Placement of all disk shall require Architectural Control Committee review and approval.

5.18 Mailboxes

All mailboxes will be housed in the post office building, located in the commercial portion of the development. No other mailbox structures shall be allowed.

5.19 Landscaping

Each Lot Owner is responsible for landscape improvements on their Lot, to consist of not less than:

A. planting of a minimum of two (2) trees in the yard area between the front property line on the street side of the property and the front building line of the residence, and a minimum of two (2) trees in the rear yard area between the bulkhead line and rear building line of the residence; and

B. complete sodding of the yard from the streets' edge.

Trees must be a minimum of ten to twelve (10'-12') foot in height and a minimum three (3") inches caliper when measured 12" above the ground line.

All required landscaping must be completed within thirty (30) days of residence occupancy or completion, whichever occurs first.

5.20 Exterior or Flood Lighting

Exterior, flood, pool, patio or landscaping lighting must not infringe upon adjacent Lots. All accent lighting should be direct task type fixtures and should be as close to grade as possible. All exterior lighting must be approved by the Committee prior to installation.

5.21 Roofs

All roofs shall be made of a metal material and shall be submitted for Committee review and approval prior to commencing construction or replacement. The minimum roof pitch for the main roof structure of any residences shall have a vertical rise of at least six (6") inches for each twelve (12") inches in horizontal run, unless otherwise approved by the Committee. No composition roof assemblies will be allowed.

5.22 Basketball Goals

No basketball goals shall be installed on or beyond the front facade of any residence or within the front yard setbacks.

### 5.23 Setback

No component of residential construction shall be located on any Lot nearer than thirty-five (35') feet from the front lot line facing the street. No component of residential construction shall be located nearer than one (1') foot from the side lot line between Tracts B-1-A and B-1-B. No component of residential construction shall be located nearer than five (5') feet from any other side lot line affected by these restrictions. No component of residential construction, except as noted for Boathouses, shall be located on any lot nearer than thirty (30') feet from the bulkhead on the Amite River Diversion Canal side (rear yard). All setbacks include projecting features such as eaves, trim, canopies and the like. In the case of irregularly shaped lots, the Architectural Control Committee may grant waivers or variations to these requirements which, in the sole opinion of the Committee, do not adversely affect the overall aesthetics of the Development.

### 5.24 Residence Sizes

No residential structure erected on any Lot shall have more than two and one-half (2½) stories, nor exceed thirty-five (35') feet in height measured from the finished floor elevation of the first floor to the mid-point of roof rafters. Residences shall have a minimum of 1200 square footage of living space unless otherwise approved by the Architectural Control Committee.

Ceiling heights in residences shall be a minimum of nine (9') feet above finished floor.

### 5.25 Boathouse

In addition to the residence, a detached Boathouse will be allowed on each Lot in accordance with the construction parameters established within the Corp of Engineers blanket permit issued for bulkheading along Blind River Diversion Canal. Boathouses are to be constructed without enclosure walls and shall not exceed 720 square foot footprint, and not exceed eighteen (18') feet in height above the top of Bulkhead. Construction shall utilize materials and design comparable with prime residential structure. Boathouse roof materials shall match the main residence with pitches not less than 4 (rise) on 12 (run).

Boathouse locations shall not extend more than twelve (12') feet beyond the alignment of the permitted Bulkhead out into the Blind River Diversion Canal, nor into the property from the permitted Bulkhead more than eighteen (18') feet, exclusive of eaves and projections. No Boathouse shall be constructed closer than fifteen (15') feet to an abutting lot.

Enclosed storage buildings attached to or made a part of the boat house are prohibited. Dock storage boxes not exceeding six feet long, four feet wide and three feet high are permitted.

### 5.26 Garages, Carports and Driveways

Upon the completion of construction of the residence, each Lot shall have sufficient off-street parking consisting of a hard surfaced parking apron of a width sufficient to accommodate two (2) automobiles side by side and a one (1) car garage or carport. In addition to the residence, detached buildings will be allowed for private garages, for utility space or storage; provided that the maximum area occupied by such detached buildings shall not exceed ten (10%) percent of the total square footage of such Lot and further provided that any such detached buildings shall be of the same architectural quality as the main residence. Front loaded garages must be equipped with overhead doors and must remain closed except when in use.

No driveways, sidewalks or deck areas shall be located nearer than five (5') feet to any side Lot line. Driveways shall be a minimum width of ten (10') feet and a maximum width of fourteen (14') feet.

5.27 Term and Amendment of Restrictions

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 covenant 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 upon the approval of fifty (50%) percent of the lots affected in these restrictions and the lots affected by restrictions in the Waterfront West, First Filing subdivisions to such amendment.

5.28 Severability

Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in these Restrictions, or any part hereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force.

5.29 Governing Law

These Restrictions are a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Louisiana.


THUS DONE AND PASSED, in my office in Ascension Parish, Louisiana on the day, month and year first written above and in the presence of the undersigned, good and competent witnesses, who hereunto sign their names with the said Appearer and me, Notary, after reading the whole.

WITNESSES:

**BLIND RIVER PROPERTIES, INC.**

Christina L. Lance

BY:

  
W. DALE MARTIN, President

Melwyn H. Martin

  
LINDA S. MELANCON, NOTARY PUBLIC