

**ACT OF DEDICATION**

**AN**

**ESTABLISHMENT OF**

**RESTRICTIONS, COVENANTS, SERVITUDES AND**

**OBLIGATIONS**

**FOR**

**LA PREMIERE - PHASE II**

**A RESIDENTIAL SUBDIVISION**

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**LOCATED IN SECTION 22, T 11 S - R 3 E**

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**FOURTH WARD OF VERMILION PARISH**

**STATE OF LOUISIANA**

**LA PREMIERE DEVELOPMENT SERVICES, L.L.C.**

**OWNER AND DEVELOPER**

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ACT OF DEDICATION  
AND  
ESTABLISHMENT OF  
RESTRICTIONS, COVENANTS, SERVITUDES AND OBLIGATIONS  
FOR  
LA PREMIERE SUBDIVISION - PHASE I

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STATE OF LOUISIANA

PARISH OF VERMILION

BE IT KNOWN that on the 5<sup>th</sup> day of March, 2004;

BEFORE ME, Gerdy J. Blanchard, a Notary Public, duly qualified and commissioned in and for the Parish of Vermilion, State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

LA PREMIERE DEVELOPMENT SERVICES, L.L.C., a Louisiana Limited Liability Company, having a permanent mailing address of 5031 La Premiere Drive, Maurice, LA 70555, represented by its members Pressley J. Broussard, Jr., Dannon Stokes, and Patrick G. Stokes.

who declared that:

WHEREAS, it is the sole owner of certain immovable property, and all improvements thereon, being a 41.286 acre tract of land situated in the northeast quarter of Section 22, T 11 S - R 3 E, Fourth Ward of Vermilion Parish, State of Louisiana and being more particularly described as follows:

Commencing at the southeast corner of Lot 32 of La Premiere Subdivision - Phase I, on the western right-of-way line of Belle Place Drive; thence proceeding on a bearing of S 89° 16' 49" E, for a distance of 416.46 feet to a point being the point of beginning; thence proceeding on a bearing of S 00° 02' 49" W, for a distance of 666.40 feet to a point; thence proceeding on a bearing of S 89° 59' 04" W, for a distance of 9.42 feet to a point; thence proceeding on a bearing of S 00° 02' 47" W, for a distance of 667.22 feet to a point; thence proceeding on a bearing of N 89° 27' 12" W, for a distance of 651.14 feet to a point; thence proceeding on a bearing of N 00° 02' 23" W, for a distance of 20.00 feet to a point; thence proceeding on a bearing of N 89° 27' 12" W, for a distance of 665.14 feet to a point; thence proceeding on a bearing of S 00° 02' 23" E, for a distance of 20.00 feet to a point; thence proceeding on a bearing of N 89° 27' 12" W, for a

distance of 32.00 feet to a point; thence proceeding on a bearing of N 00° 02' 23" W, for a distance of 1337.85 feet to a point; thence proceeding on a bearing of S 89° 16' 49" E, for a distance of 1362.16 feet to a point being the point of beginning; being bounded on the North in part by Daniel P. Guidry and Irene Breaux, in part by La Premiere Subdivision - Phase I, and in part by Francis J. Baudoin and Lenora Bourque; on the South in part by Charles Sonnier, in part by AVICO/HEMUS Minerals, Inc., and in part by Carrol L. Duhon, Sr. Revocable Living Trust; on the East in part by Edmond J. Baudoin, in part by Robert Greco, in part by Annie S. Leach, et al, and in part by Francis Baudoin; and on the West in part by Harry Paul Benoit, Jr., and in part by Michelle H. Patin. All as per plat by Richard J. Primeaux, P.L.S., dated February 11, 2004, attached hereto and made a part thereof.

said property being hereinafter referred to as the "Property"; and,

WHEREAS, the Property has been developed by LA PREMIERE DEVELOPMENT SERVICES, L.L.C., as a residential subdivision; and to this end, for the benefit of the public and the future co-owners of lots in the subdivision, and the preservation of the values and amenities in the subdivision, LA PREMIERE DEVELOPMENT SERVICES, L.L.C., desires to dedicate to the public use, for public maintenance, certain streets and roadways, to the Parish of Vermilion, Louisiana, and to establish certain drainage and utility servitudes, building restrictions, restrictive covenants, charges upon the property, and obligations of ownership in pursuance of a general plan to govern building standards, specified uses and improvements;

~~NOW, THEREFORE, in consideration of the premises, LA PREMIERE DEVELOPMENT SERVICES, L.L.C., does hereby declare as follows:~~

## **ARTICLE 1. - DEFINITIONS**

Unless the context otherwise requires of specifics, the following words and phrases, when used in the act, shall have the meanings hereinafter specified:

1.1 "Architectural Control Committee" shall mean and refer to the Architectural Control Committee of LA PREMIERE DEVELOPMENT SERVICES, L.L.C., hereinafter established.

1.2 "Clerk of Court" shall mean and refer to the Clerk of Court ad ex-officio recorder of mortgages and registrar of conveyances for the Parish of Vermilion, Louisiana.

1.3 "Dwelling" shall mean and refer to any complete building designed or intended for use and occupancy as a residence by a single family.

1.4 "Improvement" shall mean and refer to every structure and all appurtenances thereto of every type and kind, including but not limited to, Dwellings, buildings, outbuildings, patios, tennis courts, swimming pools, garages, carports, driveways, walkways, fences, walls,

gates, screening walls, terraces, retaining walls, stairs, decks, exterior air conditioning and heating units, pumps, wells, tanks and reservoirs, pipes, lines, cables, meters, towers, antennas, equipment, and facilities used in connection with water, sewer, gas, electric, telephone, television, computers, or other utilities or services, and any construction which in any way alters the exterior appearance of any Improvement, but shall not include pipes, lines, cables, meters, equipment and facilities in connection with water, sewer, drainage gas, electric, telephone, television, computers, or other utilities or services to the extent the same are owned and maintained by a utility service provider in favor of whom a utility or drainage servitude has been expressly established and a granted herein.

1.5 "Living Area" shall mean and refer to the total enclosed and habitable area of a Dwelling which is centrally air-conditioned and heated, excluding open porches, balconies, storage and utility rooms, unfinished attics, carports and garages.

1.6 "Lot" shall mean and refer to a discrete, separately numbered and delineated lot or parcel of ground within the subdivision, as shown on the Plat, as approved by the appropriate governmental bodies, and filed of record with the Clerk of Court.

1.7 "Owner" shall mean and refer to any person, corporation, partnership or other legal entity owning an interest in a Lot other than a naked ownership interest subject to a usufruct, a mineral interest or mineral rights, a predial servitude, a right of use or a right of habitation; a person having a usufruct over all or some portion of the surface of any Lot shall be an Owner for purposes of this act to the extent of the usufruct's coverage of the surface of the Lot. A lessee shall not be an Owner for the purposes of this act.

1.8 "Setback" shall mean and refer to the distance from any point on the front, back or a side boundary line of a Lot, as the case may be, measured in feet, within which no Improvements may be constructed or placed except as herein expressly provided. Driveways, walkways, mailboxes, retaining walls and gas and water meters may be constructed and placed within Setbacks to the extent not otherwise prohibited herein. Measurements for Setbacks shall be taken from the nearest point on the proposed or actual dwelling, building or other Improvement, excluding gables, roof overhangs, galleries, porches, porte cocheres and steps, to the boundary line in question. Thus, in determining compliance with Setback requirements, all measurements are to be made from the point on any proposed or actual improvement that is closest to the boundary line in questions, excluding gables, roof overhangs, galleries, porches, porte cocheres and steps.

1.9 "Street" shall mean and refer to a public street or cul-de-sac within the Subdivision.

1.10 "Work" shall mean and refer to any construction, erection, alteration, addition, renovation or removal of Improvements on any Lot other than routine maintenance and repairs of existing improvements.

## ARTICLE 2. - DEDICATION OF STREETS AND IMPROVEMENTS

2.1 Survey and Division into Lots and Streets. LA PREMIERE DEVELOPMENT SERVICES, L.L.C., has caused the Property to be surveyed and divided into Lots and Streets for a residential subdivision, the same to be known as " LA PREMIERE - PHASE II" (hereinafter referred to as the "Subdivision"), all as shown on the final plat of survey of the Subdivision prepared by Richard J. Primeaux, Registered Land Surveyor, dated February 11, 2004 (said plat being hereinafter referred to as the "Plat"), a copy of which is attached hereto and made a part hereof, having been paraphed "Ne Varietur" for identification herewith. LA PREMIERE DEVELOPMENT SERVICES, L.L.C., further declared that a copy of the Plat has been filed with the Assessor of the Parish of Vermilion, Louisiana, as required by law.

2.2 Dedication of Streets and Improvements. In order to dispose of the Property to the best advantage and to make the Property more desirable and attractive. LA PREMIERE DEVELOPMENT SERVICES, L.L.C., does by these presents make a formal dedication to the public use, for public maintenance, of the following Street right-of-ways in the Subdivision and their respective rights-of-ways, all of which are more particularly shown and delineated on the Plat:

LA PREMIERE DRIVE, BELLE PLACE DRIVE and BELLE PLACE CIRCLE

2.3 Establishment of Servitudes. LA PREMIERE DEVELOPMENT SERVICES, L.L.C., as owner of the Property; on the terms and conditions hereinafter set forth, does hereby declare, grant and establish, by dedicating, the utility servitudes shown and designated on the Plat, in favor, equally, of the Waterworks District No. 1, BellSouth Telephone Company, Reliant Energy Entex, Entergy, and Cable TV, their successors and assigns (hereafter individually referred to as "Grantee" and collectively referred to as "Grantees") for the construction, installation, repair, alteration and maintenance of water, natural gas, electrical, telephone and communications, and cable television lines and facilities for the provision of such services to the Lots in the Subdivision and subsequent phases, free of all improvements, wherever reasonably possible, trees, shrubs, and other obstructions which may interfere with such uses with the exception of the driveways, walkways, sidewalks, fences, mailboxes, retaining walls, and gas and water meters, but subject to the several obligations of each Grantee, after any use or exercise by such Grantee of the rights herein granted, to restore the surface of the property subject to the servitudes to a condition as close as is reasonably possible to that which existed prior to such use or exercise, the lines and facilities to be constructed and installed on such servitudes shall be placed underground. Each Grantee of the servitudes hereby established shall respect the reasonable use of the servitudes by the other Grantees thereof, and each shall cooperate with the others to the extent necessary to assure the reasonable, mutual use of the servitudes by all Grantees.

Each Grantee, by its use or exercise of the rights herein granted, does hereby agree to hold LA PREMIERE DEVELOPMENT SERVICES, L.L.C., its successors and assigns, harmless from any and all liability arising from any negligence or other fault of the respective Grantee in the construction, installation, repair, alteration, and maintenance of said water, sewer, natural gas, electrical, telephone and communications, and cable television lines and facilities.

## **ARTICLE 3. - ESTABLISHMENT OF RESTRICTION AND OBLIGATIONS**

3.1 Property Subject to Restrictions. LA PREMIERE DEVELOPMENT SERVICES, L.L.C., hereby declares that all of the Property and all Improvements constructed or placed thereon shall be subject to the limitations, restrictions, covenants, obligations, guidelines, and conditions set forth in this act (said limitations, restrictions, covenants, obligations, guidelines, and conditions being hereinafter collectively referred to as "LA PREMIERE Restrictions"), all of which are established and declared and agreed to be for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The LA PREMIERE Restrictions shall run with the Property and shall be binding upon all parties having or acquiring any right, title, or interest in and to the Property or any part thereof and shall inure to the benefit of each Owner thereof. All lessees of any of the Property shall be fully bound and obligated by the LA PREMIERE Restrictions.

The LA PREMIERE Restrictions are intended to apply to and affect only the Property, and shall not apply to or affect any other property now owned or hereinafter acquired by LA PREMIERE DEVELOPMENT SERVICES, L.L.C., unless expressly made applicable to same in a subsequent judicial act.

## **ARTICLE 4. - GENERAL RESTRICTIONS**

Except for the activities of LA PREMIERE DEVELOPMENT SERVICES, L.L.C., in connection with the development of the Subdivision and the activities of the Grantees in connection with the construction, installation, repair, alteration and maintenance of water, sewer, drainage, natural gas, electrical, telephone, and communications, and cable television lines and facilities within the utility and drainage servitudes hereinabove established, the following restrictions shall apply to all of the Property.

4.1 The use of the lots in the Subdivision shall be restricted exclusively for residential purposes. Nothing herein contained shall restrict the construction of a building for rental purposes, provided, however, that the sole use to be made of said building shall be for a single unit residence.

No dwelling other than a single family dwelling and private garage shall be built on any building lot. Outbuildings are permitted provided, however, that they are located behind the residence and comply with minimum set-back requirements established herein. Further, that they shall consist of the same style, color and architecture of the residence constructed on said lot. Construction or occupancy of garage apartments or outbuildings as separate dwelling units on any of the lots in the Subdivision is prohibited. No existing housing unit shall be converted into a multiple apartment or dwelling building. No commercial places of business of any nature whatsoever, shall be erected or maintained on any of the lots involved herein, further no building or dwelling in the subdivision shall be used to house more than four (4) non-related persons. Persons married to each other, and children of spouses shall be considered related for the purposes of these restrictions. Nor shall any activity that would constitute a "group house" for the purpose of housing unrelated persons, as a business, whether for profit or not, be permitted on any lot in the subdivision.

4.2 No building shall be erected, placed or altered on any lots subject to these restrictions until the construction plans with specifications, and a site plan showing the location of the structure on the lot, along with any other improvements and fences, have been submitted to, and approved in writing by, the Architectural Control Committee, or any of its members designated by the Committee to act. Until changed by act recorded in the records of Vermilion Parish, the Architectural Control Committee shall consist of Pressley Broussard and Dannon Stokes. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Upon the Dissolution of the Architectural Control Committee by the lapse of twenty years from the date hereof or by the resignation of all its members, by act recorded in the records of Vermilion Parish, whichever first occurs, the function and authority of said Architectural Control Committee, as described in these restrictions, may be performed by at least two members of a Committee of at least three persons appointed by the homeowners association. No member of the Committee shall be entitled to any compensation for services performed pursuant to the covenant. If the Architectural Control Committee fails to give its approval within thirty (30) days after the above mentioned items have been received, then such approval shall be deemed as having been automatically granted. Denial of approval by the Architectural Control Committee shall be given in writing.

All plans and specifications, or requests for approval, required to be submitted to the Architectural Control Committee shall be mailed to the following address: LA PREMIERE SUBDIVISION, 5031 La Premiere Drive, Maurice, La. 70555. The address may be changed by the Committee by act recorded in the records of Vermilion Parish.

The plans and specifications required to be submitted to and approved by the Architectural Control Committee and referred to in the preceding paragraph, shall contain a return address for the applicant and shall be in such form, and contain such information, as may be required by the Architectural Control Committee. The Architectural Control Committee shall have the right to disapprove any plans and specifications submitted **by reason of any of the following:**

- A. Incompatibility of the proposed building with the existing buildings located upon the lots in the vicinity;
- B. Duplication of similarity in the nature, exterior scheme, kind, shape, height, or material used in the proposed buildings with that of adjoining buildings;
- C. Failure of such plans or specifications to comply with any of these restrictions;
- D. Objections to the site plan, drainage plan, or landscaping plan for the lot;
- E. Failure of such plans to take into consideration the particular and natural environment of the lot;
- F. Any other matter which, in the sole judgment of the Architectural Control Committee, would cause the proposed buildings to be inharmonious with the



general plan of development or with the buildings located upon other lots in the vicinity or detract from the appearance of the subdivision.

4.3 No hogs, cows, horses, or any kind of fowl shall be kept on any of the lots involved herein. Dogs, cats, and household pets may be kept, so long as in accordance with local leash laws.

4.4 Each residence constructed in the subdivision shall be erected on a plot of ground not less than 15,000 square feet of lot area. No lot shall be subdivided without prior written consent of the Architectural Control Committee, its successors and or assigns.

4.5 All residences shall contain at least eighteen hundred (1,800) square feet of conditioned living space, exclusive of porches, storerooms, garages, and carports and shall comply with the requirements of the "Sewerage Permitting System" as set forth in ordinance No. 98-0-13 of the Vermilion Parish Police Jury, November 1, 1998; and State Board of Health requirements pertaining to "Individual Sewerage Systems" as stated in Chapter XIII of the State Sanitary Code.

4.6 It is the intent of this development to have houses that differ in design while still maintaining overall compatibility in the subdivision.

- A. The exterior material used on all residences will be of sound, durable, attractive, low maintenance upkeep material, that is either painted, stained or built of colored material.
- B. A minimum of seventy (70%) of the roof area shall be at a 8/12 pitch or greater. No metal or tin roofing is allowed. Copper roofing is allowed when used as an awning cover. No roll roofing shall be permitted.
- C. No vinyl or metal siding is permitted except soffits, overhead of porches, garages or carports. Aluminum is permitted for facia. Further, the Architectural Control Committee may approve the limited use of vinyl siding on dormers where same does not detract from the purposes set forth above.
- D. A minimum of seventy (70%) percent of the exterior walls of all residences shall be composed of brick, brick veneer, stucco or EFIS wall system or equal or better.
- E. No houses of pier construction are permitted and all houses must be of slab construction unless either or both requirements are waived by the Architectural Control Committee.
- F. Except as allowed in this paragraph, each residence shall be constructed with a minimum of a two (2) car enclosed garage. Open two car carports are allowed on those lots where the carport is not visible from any street bordering the lot and the carport is located in the rear of the home.

G. Mail boxes constructed in front of residences shall be of brick, EFIS or stucco to match the exterior of the residence.

4.7 All property not landscaped in front of residences will be seeded with grass and will be kept mowed and in presentable condition. Grass will not be allowed to grow higher than six (6) inches above grade. Developer or Developer's designated successor shall have the right to mow any grass in violation of this section if, after ten (10) days written notice, the owner of said lot fails to do so and Developer shall also have the right to be reimbursed by such owner for expenses incurred. Such expenses, together with the reasonable attorney's fees incurred by Developer in collecting same shall be a charge and lien upon the property affected, from the date of recordation in the records of Vermilion Parish of an affidavit executed by Developer attesting to the facts giving rise to said lien. Such assessment shall also be the personal obligation of the person or entity who was the owner of such property at the time when the assessment was made. Developer may bring an action against the owner personally obligated to pay the same and/or to foreclose the lien against the property with interest at the rate of eighteen (18%) per cent per annum, along with all costs, and reasonable attorney's fees. Any lien filed under this paragraph shall be added to the amount due. Any lien filed under this paragraph shall be inferior to all prior mortgages or liens of record.

The front sill or slab of every residential dwelling and porch on all lots shall be placed not less than twenty five (25) feet from the property line.

4.8 No building shall be erected less than five (5) feet from any side lot line, and the total set-back of both side lot lines shall be ten (10) feet or greater. In the case of corner lots numbered 8, 11 and 12, the minimum set-back distances for the side bordering a street on these corner lots shall be ten (10') feet; provided, however that where the garage on a corner lot faces the street, there shall be a minimum set-back of twenty five (25') feet for the garage on that side of the lot. Where construction of a dwelling is on one or more commonly owned lots, there shall be no side lot line requirement as to common lot lines, provided however, that encroachment of the side lot line of any common lot line without appropriate amendment to the restrictive covenants as provided herein shall cause the commonly owned adjacent lot to be considered as one lot with the lot on which said improvements have been placed for the purpose of construing the restrictions contained herein.

NOTICE: The set back requirements of applicable governmental bodies, such as the Town of Maurice or Parish of Vermilion, may be more restrictive than those contained herein, and therefore, the regulations and requirements of such bodies should be reviewed prior to constructing improvements on lots in the subdivision.

4.9 No trash, refuse, scrap lumber, metal, or piles of garbage, and no grass, shrub or tree clippings will be allowed between the rear of any residence and the street bordering the lot on which the residence is located and all such trash, refuse, etc., must be kept out of sight, and to the rear of the residence, so as not to be seen from the street bordering the lot on which the residence is located except that "in ground" garbage receptacles, located near the street fronting the residence, are permitted and except that such trash, refuse, etc. may be maintained at such

times as may be reasonably necessary to permit garbage or trash pickup in such containers as may be approved by the Architectural Control Committee.

4.10 Driveways may not be constructed closer to the side property line than allowed by the governing building code authority, especially when an electrical transformer or pedestal is located near the side property line.

4.11 Nothing is to be built above grade on the lawn between the building line and street on which a residence shall front; and nothing shall be placed hereon except such plants, lamppost(s), mail boxes, or decorative item(s) as will tend to beautify.

4.12 No noxious or offensive activities shall be carried upon any lots nor shall anything be done thereon which may be or become an annoyance to the neighborhood. Exploration or production for the extraction of minerals on the surface of the property in the subdivision is prohibited.

4.13 Temporary sanitary facilities used during construction must be approved sanitary type, such as Royal Johns, Port-A-Heads or Port-O-Lets.

4.14 No trailer, basement, tent, shack, garage, barn or other out-building erected on any lot affected by these restrictions shall at any time be used as a residence temporarily or permanently, nor shall any structure be occupied in any way in the course of construction, except by workmen, in the performance of their duties, nor shall any structure of a temporary character be used as a residence. No building or structure erected elsewhere shall be moved onto a lot within this subdivision; component homes and/or component parts used in newly constructed residences are excepted. Buildings that are used for additional storage shall be set back behind the rear foot line of the main house, and shall be constructed with similar material as used for the home, and shall have the same type of roofing shingles as the main home. No old or second-hand materials shall be used in the construction of the exterior of any building in the Subdivision, unless specifically approved by the Architectural Control Committee.

4.15 Only signs, no larger than twenty-four (24") inches by thirty-six (36") inches, or equivalent area, for the sale or rent of the lot and improvements shall ever be erected, placed or maintained on any lot in the Subdivision, except those approved by the Architectural Control Committee or used by the Developer, its successors or assigns.

4.16 Unless approved in writing by the Architectural Control Committee, no fence shall be erected or permitted to remain on any lot in the Subdivision between the street and the front setback line. Fences constructed between the front sill of any dwelling and the rear property line, whether parallel or perpendicular to the street, and along the rear property line shall be constructed of either wood, concrete or brick. No creosote shall be used in any fence. Wooden fences may have metal posts provided that same are not visible from any street and are located on interior side lot lines (i.e. not on a street or not a rear lot line). No fence or wall serving the purpose of a fence situated anywhere upon any lot in this tract shall have height greater than seven (7') feet above the finished graded surface of the ground on which the said fence or wall is situated unless a greater height is approved by the Architectural Control

Committee. Fences erected shall be properly maintained. Any fences constructed by the Developer along the lots which border Hwy 699 shall be maintained in good repair, and with the same style material and finish as originally constructed by the Developer. This maintenance will be the responsibility of the owner of the lot upon which each section of the fence is located.

4.17 The placing and parking of house trailers or mobile homes on any lot in the subdivision shall be prohibited. No motor home, travel trailer, camper or other similar recreational vehicle may be used as a residence on any lot and any such vehicle, as well as any boats and boat trailers, must be parked and kept behind the front set-back line within a closed building or enclosure so that it is not openly visible from the street. No vehicle may be parked on the street in front of any residence longer than eight (8) hours and no vehicle may be placed on blocks or any immovable position on any lots or street in this subdivision.

4.18 Within the period provided below, each lot owner shall cause a sidewalk to be constructed as hereinafter described. Sidewalks shall be constructed in accordance with Vermilion Parish Police Jury or other applicable jurisdictional authority regulations. Sidewalks shall be constructed in the road rights-of way and have a width of forty-eight (48") inches measured by perpendicular lines from the street side lot boundary and extending the entire length of such boundary. Sidewalks shall be constructed so as to join existing sidewalks located on adjacent lots at the same height, width and displacement. This restriction shall not be required where such construction is enjoined as a violation of any State or local law or ordinance or where authority for such construction is withdrawn by the owner of the road right-of-way.

Sidewalks shall be constructed upon the completion of improvements placed on any lot or prior to any deadline imposed by the Town of Maurice, the Vermilion Parish Police Jury, or the Developer, whichever first occurs. In the event the owner fails to do so after ten (10) days written notice, Developer shall have the right to file in the records of Vermilion Parish, Louisiana, an affidavit setting forth the estimated cost of completing the sidewalk. The amount of such estimate shall be a charge and lien upon the property affected from the date of recordation of Developer's affidavit and shall also be the personal obligation of the owner of the property. Developer may bring an action against the owner personally obligated to pay the same and/or to foreclose the lien against the property. Interest at the rate of eighteen (18%) per cent per annum from date of recordation of the affidavit, along with all costs and reasonable attorney's fees incurred in such action, shall be added to the amount due. Developer shall have the right to assign its interest in the lien, and the claims secured thereby, to the Town of Maurice or the Vermilion Parish Police Jury to secure completion of sidewalks in the subdivision. Once sidewalks have been constructed by the owner and the lien for the construction of sidewalks is paid in full, the right to lien shall terminate.

All ditches shall be closed, at the expense of the lot owner, within one (1) year of completion of dwelling and shall be constructed of reinforced concrete pipe or equivalent, following the drainage plan design laid out by the subdivision plat prepared by Schexnaider - Primeaux & Associates, L. L. C. Catch basins are to be installed as per local parish and state regulations.

4.19 No facilities, including poles, and wires for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground in

the subdivision, except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave the particular area. No external or outside antennas of any kind shall be permitted that are or will be visible from the street. Nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting where serviced by underground wires or cables, or to prohibit temporary service provided by Developer to builders during construction.

4.20 Notwithstanding anything to the contrary contained herein, until all of the lots in the Subdivision are disposed of by Developer, these restrictions, including, but not limited to, front, side or rear line set-back requirements, may be amended unilaterally by an act executed by Developer without the written consent of any other owner or purchaser of said lot or lots. Provided, no amendments may be enacted without the written consent of all owners where such amendments affect restrictions related to the manner in which these lots may be utilized (i.e., residential). Amendments affecting the side or rear set-back requirement will require only the approval of the lot owner (or owners if more than one side or rear lot line is involved) adjacent to or bounding that particular side or rear lot line which may be affected. Neither the Architectural Control Committee, nor any agent thereof, and neither Appearer nor any agent or employee thereof, shall be responsible in any way for the failure of any structure to comply with the covenants of this act, nor for any defects in any plans and/or specifications submitted or approved.

4.21 Should any person or persons violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property in the Subdivision to prosecute in law and/or in equity against the person or person violating or attempting to violate any such covenant, and either to prevent him or them from so doing and/or to recover damages, or other dues, including attorney fees, for such violation. As used herein, "Association" shall mean and refer to the LA PREMIERE SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Louisiana non-profit corporation, its successors and assigns. The Articles of Incorporation for the Association are being filed with the Louisiana Secretary of State and are incorporated herein by reference thereto. All lots in Phase I and II of the Subdivision are subject to membership in the Association. In calculating the voting requirements for the Association, or to amend these restrictive covenants as provided on page one hereof, or to amend the restrictive covenants for Phase II, the total number of lots in Phase I and Phase II of LA PREMIERE SUBDIVISION shall be considered in calculating said requirements. The purpose of the Association shall be to maintain architectural control, and to maintain and repair any common areas in the subdivision and such other purposes as seventy-five (75%) percent of the vote of the members of the Association agree. The subdivision signs for the subdivision are located on Lots 1 and 2 of said Subdivision. The ownership of the subdivision signs are hereby transferred and conveyed to the Association as common area in consideration for the Association's maintenance of same in good repair and an easement is hereby established in favor of the Association, its agents and contractors on said lots for the existence of said signs and access easement is hereby established from the street for access to said sign. Lots 38 and 52 are hereby transferred and conveyed to the Homeowner's Association as common areas in consideration for the Association's maintenance of the same. The private drainage servitudes on Lots 52, 53, 63, 64, 69, 70, 88, and 89 are to be maintained by the Homeowner's Association as approved by the Architectural Control Committee. Each owner of any lot by acceptance of a deed therefore,

whether or not it shall be so expressed in such deed, is deemed to agree to pay to the Association such assessments as may be established by the association by a majority vote to repair, improve and/or to maintain the common areas of the subdivision, and such other assessments as may be approved by a vote of at least eighty (80%) percent of the votes of the Association. In the event any lot owner fails to pay any of the duly authorized assessments, then the Association shall be also entitled to collect interest thereon at the rate of 12% per annum from the date due, together with costs and such reasonable attorney's fees as may be required to collect such assessment. In addition, such assessments, costs and attorney's fees shall be a charge on the land and shall be a continuing lien upon the lot from which such assessment is due from the date notice of same is filed in the mortgage records of Vermilion Parish, Louisiana and shall in any event be the personal obligation of the person(s) owning such lot at the time when the assessment became due.

4.22 The establishment of restrictions and obligations concerning the use and access of the lake bounded by Lots 47, 51, 52, 53, 57, 58, 63, 64, 69, 70, 75, 76, 81, 82, 87, 88, and 89, by these lot owners and members of the Homeowner's Association, will be controlled by the Architectural Control Committee.

4.23 Invalidation of any one of these covenants by Judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

#### ARTICLE 5. - ACCEPTANCE

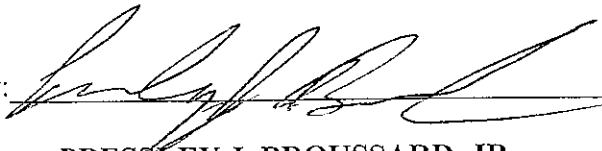
THUS DONE AND PASSED, in the Parish of Vermilion, Louisiana on the day and date hereinabove first written, in the presence of the undersigned, competent witnesses, who have hereunto subscribed their names with the said appearer, and me, Notary, after due reading of the whole.

WITNESSES:

LA PREMIERE DEVELOPMENT  
SERVICES, L.L.C.

Brian W. Smith

By:



PRESSLEY J. BROUSSARD, JR.

Pam Broussard

Gerdy S. Blanchard  
NOTARY PUBLIC

**EXTRACT OF THE MINUTES OF A SPECIAL MEETING OF  
LA PREMIERE DEVELOPMENT SERVICES, L.L.C., HELD AT  
ABBEVILLE, LOUISIANA ON THE 16<sup>TH</sup> DAY OF FEBRUARY, 2004**

The members of LA PREMIERE DEVELOPMENT SERVICES, L.L.C. met this 16<sup>th</sup> day of February, 2004 at 7:00 p.m.

PRESENT WERE: Pressley Broussard, Jr., Dannon Stokes, and Patrick G. Stokes

ABSENT WERE: None

A quorum was present.

BE IT RESOLVED, that Pressley Broussard, Jr., and Dannon Stokes, and Patrick G. Stokes are hereby authorized and empowered for and on behalf of, and in the name of this limited liability company, to execute the Act of Dedication and Establishment of Restrictions, Covenants, Servitudes, and Obligations for Phase II.


BE IT RESOLVED, that said members are further authorized to execute any documents as shall, in his/her sole discretion and judgment, be appropriate and desirable to accomplish the foregoing, containing such terms as they in their sole judgment deem advisable.

BE IT RESOLVED, that Pressley Broussard, Jr. **OR** Dannon Stokes, **OR** Patrick G. Stokes, members of LA PREMIERE DEVELOPMENT SERVICES, L.L.C., be and they are hereby authorized and empowered to enter into any and all acts transferring ownership in immovable property, whereby LA PREMIERE DEVELOPMENT SERVICES, L.L.C. may sell any lots in and to the Subdivision known as "La Premiere - Phase II" Lots 34 through 100, inclusive, for the consideration that is deemed mutually advantageous to all members.

BE IT FURTHER RESOLVED, that the said Pressley Broussard, Jr. **OR** Dannon Stokes, **OR** Patrick G. Stokes, Members, be and they are hereby authorized and empowered to execute any and all documents and papers and do and perform any and all acts which may be necessary or incidental to consummate the above purchase of the above-described properties.

  
PRESSLEY BROUSSARD, JR.

  
DANNON STOKES

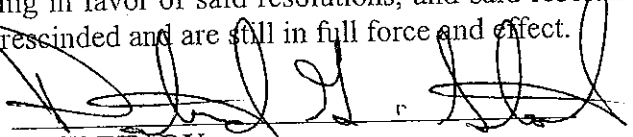
  
PATRICK G. STOKES

CERTIFICATE

I certify that I am duly acting and qualified secretary of LA PREMIERE DEVELOPMENT SERVICES, L.L.C., and that:

- a) LA PREMIERE DEVELOPMENT SERVICES, L.L.C., is duly organized and existing under the laws of the State of Louisiana; that all franchise and other taxes required to maintain its corporate existence have been paid when due and that no such taxes are delinquent; that no proceedings are pending for forfeiture of its Charter or for its dissolution, voluntarily or involuntarily; that it is duly qualified to do business in the State of Louisiana and is in good standing with such State; that there is no provision in the Articles of Organization or Operating Agreement of said limited liability company limiting the power of the members to pass the resolutions set out above and that the same are in conformity with the provisions of said Articles of Organization and Operating Agreement; and
- b) The above and foregoing constitutes a true and correct copy of resolutions duly adopted at a meeting of the members of said limited liability company held on the 16<sup>th</sup> day of February, 2004, at its office in Maurice, Louisiana, at which meeting a quorum was present and voting in favor of said resolutions, and said resolutions have never been modified or rescinded and are still in full force and effect.


Date: 3-5-04

  
SECRETARY


WITNESSES:

LA PREMIERE DEVELOPMENT  
SERVICES, L.L.C.

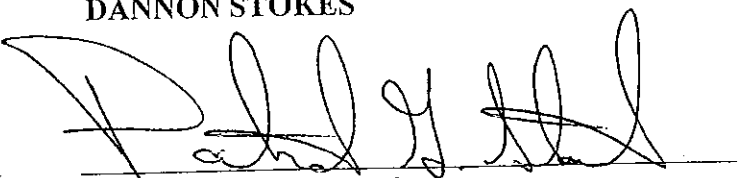
Brian W Smith  
Pam Broussard


  
PRESSLEY A. BROUSSARD, JR.

Brian W Smith  
Pam Broussard

  
DANNON STOKES

Brian W Smith  
Pam Broussard

  
PATRICK G. STOKES

  
NOTARY PUBLIC