



*Plantation Lakes*  
— at —  
A S H T O N P L A N T A T I O N

*Covenants & Restrictions*  
*Phase 1-C*



**DECLARATION OF COVENANTS & RESTRICTIONS  
FOR PLANTATION LAKES, PHASE 1-C  
AT ASHTON PLANTATION**

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|--|---|---------------------------------|
| <b>DECLARATION</b>   | * | <b>UNITED STATES OF AMERICA</b> |
|  | * |                                 |
| <b>OF</b>  | * | <b>STATE OF LOUISIANA</b>       |
|  | * |                                 |
| <b>COVENANTS &amp; RESTRICTIONS<br/>FOR PLANTATION LAKES,<br/>PHASE 1-C AT ASHTON<br/>PLANTATION</b> | * | <b>PARISH OF JEFFERSON</b>      |
|  | * |                                 |
|  | * |                                 |
|  | * |                                 |

**BE IT KNOWN**, that on this \_\_\_ day of the month of \_\_\_\_\_ 2007, before me, Gregory C. Lier, a Notary Public, duly commissioned and qualified in and for the Parish of Jefferson, Louisiana, and in the presence of the undersigned competent witnesses;

**PERSONALLY CAME AND APPEARED:**

Ashton Plantation Estates, L.L.C., a Louisiana limited liability company, whose tax identification number is 72-1394248 and mailing address is P. O. Box 157, Harvey, Louisiana 70059, herein represented by its two managers, namely Rathborne Properties, L.L.C., its Manager, herein represented by J. Cornelius Rathborne, its President and Manager, herein represented by J. B. Levert Land Company, Inc., its Manager, herein represented by Robert E. Becker, its President, (hereinafter referred to as the "Declarant").

WHEREAS, Declarant is the owner of Ashton Plantation, Phase 1-C, St. Charles Parish, State of Louisiana which is more particularly described as Lots 1 through 45, Square 7; Lots 1 through 36, Square 8; Lots 1 through 11, Square 9, the Lake (shown as Reserve H and the Lake Servitudes, all as hereinafter defined); the Landscape Areas (as hereinafter defined); and Drain 3 (as hereinafter defined), Ashton Plantation, Phase 1-C, St. Charles Parish, Louisiana on the survey annexed hereto as Exhibit A (collectively hereinafter referred to as the "Property");

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said residential community and to this end, desires to subject the Property to the covenants, restrictions, servitudes and charges hereinafter set forth, each and all of which is and are for the benefit of said Property and each Lot Owner;

NOW, THEREFORE, in accordance with La. Civil Code Article 775, *et seq.*, and La. R. S. 9:1141.1, *et. seq* and 9:1145, *et seq.*, and in order to assure and maintain a uniform high quality in the grounds, buildings and improvements in the Property, and to afford joint protection to all parties, present and future, who purchase and own property therein, Declarant hereby establishes and imposes the following building, use and subdivision restrictions and restrictive covenants as charges affecting the Property:

**ARTICLE I**  
**Definitions**

**"Ashton Plantation"** shall mean that certain real estate development originally owned by Declarant and more fully described on Exhibit B annexed hereto.

**"Cul-De-Sac Lot"** shall mean the following Lots, each to be a Cul-De-Sac Lot: Lots 17, 18, 19, 20, 21, 40, 41, 42 and 43, Square 7; Lots 8, 16, 17, 30 and 31, Square 8; and Lots 4, 5 and 6, Square 9.

**"Design Guidelines"** shall mean an outline of minimum acceptable construction standards and specifications to act as design guidelines for acceptable Improvements, all as provided in Section 3.05.

**"Drain 3"** shall mean that certain property designated as such on the Plat, which are or will be subject to a servitude of drain in favor St. Charles Parish, Louisiana.

**"Home Owners Association"** shall mean the home owners association formed in accordance with Article VI.

**"Improvements"** shall mean all buildings, component parts and other constructions permanently attached to any Lot or other portion of the Property and includes the Residence and any detached garages or other buildings, pools, cabanas or pool houses, fences, walls, walkways, driveways, entrance walkways and landscaping structures, or any other improvements.

**"Lake Lot"** shall mean a Lot which has a property line contiguous with a Lake or which contains property within the boundaries of a Lake or Lake Servitude. (Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18,19, 20, 21, 22, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 41, 42, 43, 44 and 45, Square 7).

**"Lake"** shall mean the lake which is located on the Property and located in the Lake Servitudes and in Reserve H, as more fully set forth on the Plat.

**"Lake Servitudes"** shall mean the servitude of use established by Declarant in accordance with Section 2.05 burdening those portions of the Lake Lots backing onto the Lake and designated as the Lake Servitude area, all as shown on the Plat, with each a Lake Servitude.

**"Landscape Area(s)"** shall mean and refer to the common areas located:

- (a) within the boundaries of Reserves F and G as shown on the Plat,
- (b) the main entry to Ashton Plantation located at River Road (LA 18) and Ashton Plantation Blvd., as designated by Declarant;
- (c) the walking trail and landscaping located along Ashton Plantation Blvd. as designated by Declarant; and

- (d) such other areas as Declarant may declare to be common areas which are located within the boundaries of Ashton Plantation or will be owned by the Home Owners Association.

**"Lot" and/or "Lots"** shall mean and refer to, as applicable, (i) each of the Lots, shown on the Plat or any other Lot which may be created upon the subdivision of the Property and (ii) any other property located within the boundaries of the Property.

**"Lot Owner"** shall mean and refer to the owner of record, whether one or more persons or entities, of the undivided ownership to any Lot or other property situated within the boundaries of the Property.

**"Plat"** shall mean and refer to the plat of the Property annexed hereto as Exhibit A.

**"Property"** shall mean and refer to that certain immovable property described above and described and identified on the Plat, as it may be amended from time to time, and shall include but not be limited to the Lots, Lakes, Reserves, Recreational Area and Drain 3.

**"Rear Yard Fence"** shall mean the fence along the rear Lot lines of Lots 1 through 8, Square 8 and Lots 5 through 11, Square 9.

**"Recreational Area"** shall mean all of the common areas, and improvements and landscaping located thereon.

**"Reserve(s)"** shall mean any common area reflected as a reserve on the Plat and shall include the Lake and the area adjoining the Lake, which are not subject to the Lake Servitude.

**"Residence"** shall mean the single family dwelling to be constructed on a Lot. The term Residence does not include detached buildings, garages or cabanas.

**"Restrictions"** shall mean this Declaration Of Covenants & Restrictions.

**"Street(s)"** shall mean the right of way for the streets and cul-de-sacs shown on the Plat, namely Lac Catahoula Drive, Lac Providence Drive, Lac Calcasieu Drive, Lac Maurepas Drive, Lac Cotile Drive, Lac Chicot Drive, Lac Bisteneau Court and Lac Claiborne Court which will be dedicated to St. Charles Parish.

**"Utility Servitude"** shall mean the servitudes defined in Section 2.03 and shown on Exhibit "C".

**ARTICLE II**  
**Establishment of Restrictions and Servitudes**

**Section 2.01 Establishment of Restrictions.** These Restrictions shall constitute building restrictions, covenants, real rights, charges, and, as applicable, servitudes burdening the Property and are for the purpose of protecting the value and desirability of the Property. These Restrictions shall burden and charge the Property and each Lot located thereon (including all Improvements located on each Lot) and shall be binding on the Property, all Lot Owners and any other owners of property in the Property, their heirs, successors or assigns, and all parties claiming under them. Any subsequent sale or transfer of the Property, any portion thereof, any Lot or other property or lease or occupancy of property in the Property shall be subject to these Restrictions, even if they are not specifically referred to in the sale, exchange, transfer or lease of such property. Invalidation of any one of these Restrictions by judgement or court order shall not affect any of the other Restrictions, which shall remain in full force and effect.

**Section 2.02 Existing Servitudes.** All dedications, limitations, restrictions and reservations shown on any subdivision plat of the Property and all grants and dedications of servitudes and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Properties are incorporated herein by reference and made a part of these Restrictions for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property.

**Section 2.03 Utility Servitude.** There is hereby reserved in favor of Declarant and charged on each of the Lots a twenty foot wide servitude of use (the "Utility Servitude") along the front of each Lot and coterminous with the Street for the purpose of installing, repairing, replacing and maintaining street lights, drainage, water or sewer pipes, telephone cable or electrical lines, gas pipes or other utilities. It is expressly provided that Declarant, its successors or assigns, shall have the right to grant additional servitudes for passage, ingress, egress, utilities and/or other purposes in, on, over, under and across the property charged with the Utility Servitude, to such entities, properties and/or persons as it shall determine; and such grantees shall have the right to use and enjoy the Utility Servitude in addition to and together with the grantees of any servitude previously granted and without hindrance from Lot Owners or other grantees of rights in the Utility Servitude, 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 Utility Servitude. The Utility Servitude is shown on Exhibit "C".

**Section 2.04 Rear Yard Fence Servitude.** There is hereby established in favor of the Home Owners Association a five foot wide servitude of passage and use to be located five feet from the rear and coterminous with the rear Lot lines of Lots 1 through 8, Square 8, and Lots 5 through 11, Square 9, all as shown on Exhibit "C", in order to allow access to construct, repair, paint, maintain or replace the Rear Yard Fence and to allow access to construct, repair, maintain or replace any irrigation system, landscaping and/or drainage system.



**Section 2.05 Lake Servitudes and Recreational Area Servitudes.** There is hereby granted and reserved in favor of Declarant, its successors and assigns, a servitude of use over those portions of the Lake Lots backing onto the Lakes and designated as the Lake Servitude area, all as shown on the Plat (the "Lake Servitudes"). The Lake Servitudes grant to Declarant, its successors and assigns and their employees, agents, workmen and contractors a servitude of passage, ingress and egress, drainage and utilities (which includes but is not limited to water, sewer, irrigation, telephone, cable, electrical and gas) over that portion of the Property subject to the Lake Servitudes and Declarant shall have the right to (i) install, repair, replace and maintain utilities (including drainage, water or sewer pipes, irrigation, telephone, cable or electrical lines, gas pipes or other utilities), (ii) install, plant, maintain, and replace landscaping, hardscaping, benches and other improvements, vegetation and sodding, including the right to spray the Lake Servitudes with fertilizers, weed killers and/or insecticides, and (iii) maintain the Lakes, which includes the right to dredge and remove or add soil, vegetation and/or fill and spray the Lakes with fertilizers, weed killers and/or insecticides. The Home Owners Association and the Architectural Control Committee and their employees, agents, workmen and contractors shall also have a servitude of use, passage, ingress and egress over the Lake Servitudes (i) to install, plant, maintain, and replace landscaping, hardscaping, benches and other improvements, vegetation and sodding in the Lake Servitudes, including the right to spray the Lake Servitudes with fertilizer, weed killer and/or insecticides, and (ii) to maintain the Lakes, which includes the right to dredge and remove or add soil, vegetation and spray the Lakes with fertilizers, weed killers and/or insecticides. To the extent that other parts of these Restrictions may be deemed to limit the rights under the Lake Servitude, this Section shall control.

There is further granted and reserved in favor of Declarant, its successors and assigns a servitude of use over all of the Recreational Area (the "Recreational Area Servitude"). The Recreational Area Servitude shall grant to Declarant, its successor and assigns and their employees, agents, workmen and contractors a servitude of passage, ingress and egress, drainage and utilities (which includes but is not limited to water, sewer, irrigation, telephones, cable, electrical or gas) and shall include the right to install, repair, replace and maintain street lights, drainage, water or sewer pipes, irrigation, telephone cable or electrical lines, gas pipes or other utilities and the right to plant, maintain, and replace landscaping, vegetation and sodding in the Recreational Area, including the right to spray the Recreational Area with fertilizer, weed killer and/or insecticides.

It is expressly provided that Declarant, its successors or assigns, shall have the right to assign any of its rights under the Lake Servitudes and/or the Recreational Area Servitude to such entities, properties and/or persons as it shall determine. It is understood that other servitudes, such as servitudes for utilities, have been granted or may in the future be granted by Declarant which may affect the Lake Servitude and the Recreational Area.

All Lake Lot Owners acknowledge and agree to purchase their Lake Lot(s) subject to the Lake Servitudes. All Lot Owners acknowledge and agree that Declarant, its successors or assigns, shall have the above rights, including the rights to use fertilizers, insecticides and weed killers in the Lake, the Lake Servitudes and the Recreational Area and that the prohibitions against swimming, fishing, sailing, boating or any other use of the Lakes and the Lake

Servitudes, as set forth in these Restrictions, are to protect the Lot Owners, their families, and invitees. Accordingly, all Lot Owners and their families agree that by purchasing a Lot, they shall release and waive any and all rights, claims or causes of actions that they may have, whether now or in the future, against Declarant, the Home Owners Association and the Architectural Control Committee and their employees, agents, workmen and contractors, arising out of the use by any Lot Owner, their families or invitees of the Lake Servitudes, the Lakes and/or the Recreational Area Servitude.

Each Lot Owner also acknowledges and agrees that the Lake is used as part of the drainage for Ashton Plantation, that portions of the Lake Lots and Reserves beyond the areas subject to the Lake Servitudes may be inundated, from time to time, by waters from the Lake and that the portions of the Lake Lots and Reserves subject to the Lake Servitude may be permanently under water. Each Lake Lot Owner agrees to purchase his Lake Lot(s) with such knowledge, assumes all responsibility in connection therewith and releases and waives any and all rights, claims or causes of actions that they may have, whether now or in the future, against Declarant, the Home Owners Association and the Architectural Control Committee and its employees, agents, workmen and contractors, arising out of any flooding from the Lakes unto any portion of any Lake Lot.

### **ARTICLE III**

#### **Architectural Control Committee**

**Section 3.01 Duties.** The Architectural Control Committee shall have the right to enforce these Restrictions and to approve the design, color, materials and location of the Improvements and any exterior addition to or any painting, change or alteration of the Residence or any other Improvements in accordance with the terms of these Restrictions. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify requirements for each Lot as follows: the location, height, materials and extent of fences, walls, driveways, or other screening devices, the types and colors of exterior materials and paint, the orientation of buildings on each Lot, including size and shape of the Residence and the garage and access thereto, the architectural design of the exterior of the Improvements and the landscaping and the amount of fill placed upon each Lot. The Architectural Control Committee also shall have full power and authority to reject any plans and specifications that (i) do not comply with the restrictions herein imposed or meet its minimum structural and mechanical standards and requirements or architectural design requirements or (ii) might not be compatible, in the sole discretion of the Architectural Control Committee, with the design or overall character and aesthetics of the Property or the harmony of external design or location in relation to property lines, building lines, servitudes, grades, surrounding structures, walks, landscaping and topography (including the orientation of the front and rear of any such building with respect to the Lot lines).

**Section 3.02 Approval of Plans.** Prior to the commencement of (i) any construction or placement of any Residence or other Improvements upon any of the Lots or (ii) any exterior addition to or change or alteration to the Residence or any of the Improvements, the detailed plans and specifications of such Improvements, including the landscaping of such Lot, shall be

submitted to and approved in writing by the Architectural Control Committee constituted as provided herein.

Prior to the commencement of a Residence on a Lot, the Lot Owner (other than Declarant) shall deposit the sum of \$1,350.00 with the Architectural Control Committee as security for the compliance with these Restrictions. In the event other Improvements are constructed (such as a pool or an addition to the Residence) subsequent to the construction of the Residence, the Lot Owner shall deposit a sum of not less than \$200 or such greater amount as may reasonably be established by the Architectural Control Committee to provide security that such Improvements will be constructed in accordance with these Restrictions.

A fee of \$350.00 or such amount as may reasonably be established by the Architectural Control Committee to reimburse the Architectural Control Committee for its review shall be charged for the review of each set of plans and specifications by the Architectural Control Committee. The fee shall be charged against any deposit. The deposit, less any fees, dues then owed or other charges incurred and/or levied by the Architectural Control Committee and/or the Home Owners Association, will be returned to the Lot Owner within sixty (60) days after the completion of the Improvements and the installation of the landscaping in accordance with the terms of these Restrictions. Failure to timely comply with the requirements of these Restrictions as determined by the Architectural Control Committee shall be grounds for the Architectural Control Committee to retain the deposit. The failure to pay the deposit and the fee with the submission of the plans and specifications for the Improvements shall be deemed to be a rejection of such plans and specifications.

All submitted plans and specifications shall specify, in such form and detail as the Architectural Control Committee may reasonably require, (i) the structural, mechanical, electrical and plumbing detail for the Residence and any other detached building, (ii) the nature, kind, shape, height and exterior color scheme of the materials to be incorporated into the Residence, any detached buildings and any other Improvements, (iii) the location of the Residence, any detached buildings and all other proposed Improvements on the Lot and (iv) the location, type and height of any landscaping or any alterations thereto.

In the event the Architectural Control Committee fails to approve or disapprove the final plans and specifications for the Improvements within thirty (30) days after said final plans and specifications, including all changes and amendments that may be required, have been submitted to it in writing along with the appropriate fee and/or deposit, approval will not be required and the provisions of this Section will be deemed to have been fully performed; provided, however, the failure of the Architectural Control Committee to approve or disapprove such plans and specifications within the thirty (30) day review period shall not allow any Improvements to be constructed, altered or placed on any Lot in a manner inconsistent with or in violation of any provision of these Restrictions. Additionally, the thirty (30) day review period shall not commence until (i) all of the final plans and specifications for the Improvements and landscaping have been delivered to the Architectural Control Committee, (ii) all amendments to the plans, as requested by the Architectural Control Committee, have been made to the plans and delivered to the Architectural Control Committee and (iii) all mandated fees and deposits have been delivered

to the Architectural Control Committee. Any delay by the Lot Owner or its contractor or architect in submitting the necessary documentation shall interrupt the commencement of the thirty (30) day review period.

**Section 3.03 Committee Membership.** Until such time as the duties have been assigned to the Home Owners Association, the Architectural Control Committee shall be composed of three representatives of Declarant, who will serve as members of the Architectural Control Committee at the sole pleasure and discretion of Declarant. The three members of the Architectural Control Committee may, by a majority vote, designate a representative or representatives to act for them (the term "Architectural Control Committee" as used herein shall refer to the individuals named above, their assignee as permitted herein, or the Committee's designated representative(s)). In the event of death or resignation of any member or members of the Architectural Control Committee, Declarant shall appoint a successor member or members, and until such successor member or members shall have been appointed, the remaining member or members shall have the full right, authority and power to carry out the functions of the Architectural Control Committee as provided herein, or to designate a representative with like right, authority and power.

**Section 3.04 Transfer of Authority to Home Owners Association.** The duties, rights, powers and authority of the Architectural Control Committee constituted hereby shall be assigned to the Home Owners Association or if the Home Owners Association has been dissolved or liquidated, then to the record owners of Lots other than Declarant, on the date occurring twenty (20) years from the date of these Restrictions or such earlier date as may be chosen by Declarant. From and after the date of such assignment, the Home Owners Association or if no Home Owners Association then to the majority vote of the individual Lot Owners other than Declarant, shall have the full right, authority and power and shall be obligated to perform the functions of the Architectural Control Committee as provided herein, including the right to designate a representative or representatives to act for it.

**Section 3.05 Design Guidelines.** The Architectural Control 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), to act as design guidelines (the "Design Guidelines") for acceptable Improvements but such outlines shall not be binding upon the Architectural Control Committee or in any manner determinative of the approval or disapproval by such Committee of submitted plans and specifications.

**Section 3.06 Privilege.** Declarant hereby imposes upon the Property and all Lots located therein the right of the Architectural Control Committee (or its successors) to impose and file in the mortgage records of St. Charles Parish a privilege against any Lot in accordance with La. R. S. 9:1145, *et seq.*, as it may be amended from time to time, as security for the failure of a Lot Owner to pay any dues, fees, charges or expenses imposed upon such Lot Owner by the Architectural Control Committee. Additionally, all expenses, including but not limited to attorney's fees, incurred by the Architectural Control Committee (or its successors) in maintaining a Lot caused by the failure of a Lot Owner to comply with these Restrictions or otherwise enforcing these Restrictions shall be personally owed by the defaulting Lot Owner and

the Architectural Control Committee shall have the right, including such rights as granted in accordance with La. R. S. 9:1145, *et seq.*, to file a privilege against any Lot owned by the defaulting Lot Owner to recover the costs and expenses, including attorney's fees, owed by such defaulting Lot Owner to the Architectural Control Committee.

**Section 3.07 Enforcement.** The Architectural Control Committee (or its successor) shall give written notice to each Lot Owner at its last address registered with the Home Owners Association of any violation of these Restrictions, and such Lot Owner shall have ten (10) days from delivery of such notice to correct such violations. In the event a Lot Owner does not cure such violations within the ten (10) day period, then the Architectural Control Committee may (i) file suit to enjoin or restrain continued violations of these Restrictions; (ii) require specific performance to enforce compliance with these Restrictions; (iii) file suit to recover damages for violations of these Restrictions and/or (iv) record a privilege against any Lot owned by a defaulting Lot Owner and then file suit to collect all amounts owed it and/or the Home Owners Association and to enforce any privilege filed by the Architectural Control Committee and/or the Home Owners Association.

In the event a Lot Owner does not properly maintain his Lot in accordance herewith, including but not limited to Sections 4.08, 4.09, 4.10 and 5.06, the Architectural Control Committee or its employees, contractors or agents shall have the right (but not the obligation) to go upon such Lot, whether or not the Improvements have been constructed, to (i) eliminate nuisance conditions, (ii) cause the Lot to be cleared of debris, cleaned and mowed and have the grass, weeds, vegetation and shrubbery cut, (iii) inspect, repair and maintain sedimentation control measures and remove sedimentation from the Street, or (iv) 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 and solidarily liable and responsible for all costs and expenses, including but not limited to attorney's fees, incurred by the Architectural Control Committee in enforcing these Restrictions, maintaining such Lot and/or collecting the amounts owed by such defaulting Lot Owner. The Architectural Control Committee shall also have the right to file a privilege against any Lot owned by the defaulting Lot Owner to recover such costs and expenses owed by such defaulting Lot Owner to the Architectural Control Committee, which shall include all attorneys fees incurred by the Architectural Control Committee in enforcing these Restrictions against the defaulting Lot Owner.

Each defaulting Lot Owner agrees that the Architectural Control 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 Architectural Control Committee to enforce any of these Restrictions shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any of the servitudes or other building restrictions or other covenants or conditions

contained herein. Additionally, the Architectural Control Committee shall not have any personal liability or responsibility for enforcing or failing to enforce these Restrictions.

#### **ARTICLE IV Use Restrictions**

**Section 4.01 Off-street Parking.** No vehicle of any kind shall be parked on any portion of any Lot except on the paved driveway, paved parking space or in the garage or carport. Each Lot Owner shall provide for permanent parking of its vehicles within the boundaries of its Lot, including but not limited to recreational vehicles, boats or trailers. No vehicle owned by a Lot Owner or occupant shall be parked on the Street fronting any Lot for an extended period of time not to exceed forty-eight (48) hours. All boats, trailers and/or recreational vehicles parked on a Lot shall be parked behind a fence or in the garage so that they are not visible from any Street, Reserve, Recreational Area or Lake. All moving vans, trailers and/or any portable storage containers shall not remain on a Street or a Lot in excess of seventy-two (72) hours.

**Section 4.02 Single Family Residential Purposes.** All Improvements constructed on any of the Lots shall be used solely for single family residential purposes. No Lot Owner or other occupant shall use or occupy its 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 for the Lot Owner or its tenant and their families. The use of Lots for a public boarding house, lodging house, hospital or institution of any nature or kind, or for any rental or lease of duplex apartments, garage apartments or other income apartment use is strictly prohibited. No Lot shall be used or occupied for any business, commercial, trade, or professional purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not; provided however this prohibition shall not preclude a home office as long as no client meetings, advertising or warehousing are conducted on, at or in connection with said home office and there are no employees on site other than the resident or residents.

**Section 4.03 Temporary Structures.** No structure of a temporary character, trailer or mobile home, 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 Declarant 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, which approval may be refused in the committee's sole discretion.

**Section 4.04 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 become an annoyance or nuisance to the neighborhood or to other Lot Owners.

**Section 4.05 Signs.** No sign 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 six (6) square feet on a Lot to advertise the Lot and Residence for sale or rent.

**Section 4.06 Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other common household pets (not to exceed three (3) adult animals) may be kept, but they shall not be bred or kept for commercial purposes.

**Section 4.07 Removal of Dirt and Fill.** The removal of any dirt or fill from any Lot is prohibited without the prior written consent of the Architectural Control Committee.

**Section 4.08 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. Trash containers shall be maintained in a clean and sanitary condition and screened from the Streets, Lakes, Reserves, Landscape Areas and adjacent property. Other than during the construction of Improvements, no Lot shall be used for open storage of any materials or equipment except in accordance with architectural plans approved by the Architectural Control Committee. No garbage, trash, debris, or other waste matter of any kind shall be burned or buried on any Lot.

**Section 4.09 Construction of Improvements.** Each Lot Owner shall cause the construction of Improvements to be prosecuted with diligence and continuity, and said Improvements shall be completed in a good and workmanlike manner in accordance with the plans and specifications approved by the Architectural Control Committee and all applicable governmental requirements. Each Lot Owner agrees that it shall not commence work on Improvements until it has received the consent of the Architectural Control Committee to such Improvements. Each Lot Owner agrees that it shall not move in and use its Residence until it has received a certificate of occupancy and all other necessary certificates, licenses, consents and other approvals of St. Charles Parish.

In no event shall a Lot Owner take more than one (1) year from the commencement of construction of any Improvements to the completion of said construction.

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. In no event shall the construction of any of the Improvements cease for a period in excess of twenty-one (21) consecutive days. During construction of Improvements, the Lot Owner shall place or cause to be placed an adequate container on the Lot for the disposal of construction debris, trash or waste matter. During construction of Improvements, the Lot Owner must keep the Street in front of his Lot clear of the container, construction debris, fill, trash or waste matter. It is the responsibility of the Lot Owner to insure that any construction debris, trash or waste matter generated during construction is placed in the above specified container on at least a daily basis. Upon completion of the Improvements, all construction materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot.

During the construction of Improvements, the Lot Owner shall insure that all concrete trucks pouring concrete on its Lot shall be washed out on its Lot. The washing out of concrete trucks on any other Lot or anywhere else in Ashton Plantation is strictly prohibited.

During the construction of Improvements, the Lot Owner shall insure that its contractors and subcontractors do not play loud music.

**Section 4.10 Lot Maintenance.** Each Lot Owner shall at all times (i) keep all weeds, grass and landscaping located on their Lot(s) cut in a sanitary, healthful and attractive manner, (ii) maintain all Improvements in a sanitary, healthful and attractive manner and (iii) not permit the accumulation of garbage, trash or rubbish of any kind on any Lot. All Lots with Improvements located thereon shall at all times be mowed so that the grass shall be at a height of not greater than two and one-half (2 ½") inches. Vacant Lots shall at all times be mowed so that the grass shall be at a height of not greater than six (6") inches.

**Section 4.11 Access.** No driveways or roadways shall be constructed on any Lot to provide access to any adjoining Lot without the prior written consent of the Architectural Control Committee. Each Lot must be accessible to an adjoining Street by a driveway suitable for such purposes before the residential structure located on any such Lot shall be occupied or used.

**Section 4.12 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 any oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot; provided however, directional drilling with the derrick site to be located off the Property may be allowed upon the prior written approval of the Architectural Control Committee. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

**Section 4.13 Surface Area of Servitudes.** The surface of any servitude area for underground utilities may be used for landscaping. However, neither Declarant nor any supplier of any utility or service 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 servitudes as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such servitude area.

**Section 4.14 Satellite Dishes and Antennas.** No Lot shall have a television, C.B., ham or other radio antennas. No Lot shall have a satellite dish in excess of twenty-four (24") inches in diameter and no Lot shall have more than one satellite dish of twenty-four (24") inches or less in diameter. The location on a Lot of a satellite dish of twenty-four (24") inches or less in diameter shall be approved by the Architectural Control Committee prior to installation. No satellite dish shall be installed in such a manner that it is visible from any Street.

**Section 4.15 Mailboxes.** No Lot Owner shall install a mailbox other than a mailbox approved by the Architectural Control Committee.



**Section 4.16 Holiday Decorations.** Decorations for holidays may be installed no earlier than thirty (30) days prior to the holiday and must be removed no later than thirty (30) days after the holiday passes (for instance, Christmas decorations shall not be installed before November 25 and shall be removed no later than January 25). No holiday decorations shall be so excessive on any Lot as to cause a nuisance to other Lot Owners in the vicinity of the Lot in question. The Architectural Control Committee shall have the sole and exclusive authority to decide if holiday decorations are causing a nuisance.

**Section 4.17 Use of Lakes.** No person, including any Lot Owners or occupant of any Lot or their guests or invitees, shall use a vessel or boat, whether motorized, sail, paddle or otherwise on any of the Lakes at anytime or do any act which could erode the banks or otherwise jeopardize the aesthetics of the Lakes, the Property or any Lot. No person shall drain or place any hazardous or petroleum based chemicals or materials into any of the Lakes or otherwise pollute the Lakes. For protection of all persons (including any Lot Owners or occupants of any Lot or their guests or invitees), fishing, sailing, boating, swimming or wading shall not be allowed in the Lakes.

**Section 4.18 Special Restrictions for Lake Lots.** In addition to the use restrictions set forth herein, the following restrictions shall apply to Lake Lots. In the event there should be any conflict between these Special Restrictions and other provisions herein, these Special Restrictions shall take precedence.

(a) Above Ground Structures. No Improvements or above ground structures of any type shall be permitted (excluding landscaping, fences and pools and pool decks constructed in accordance with Section 4.18 (b), as approved by the Architectural Control Committee) within twenty (20') feet of the Lake Servitude.

(b) Swimming Pools. In-ground swimming pools may be constructed on Lake Lots, however, they shall not be located within the boundaries of the Lake Servitude. Pool decks shall not be located within the boundaries of the Lake Servitude. Pool decks located within twenty (20') feet of the Lake Servitude shall not be higher than eighteen inches above ground level. Pool decks located more than twenty (20') feet from the Lake Servitude may be higher than eighteen inches above ground level. To protect the integrity of the Lake bank during pool construction, certain guidelines must be followed. Contact the Architectural Control Committee for a copy of these guidelines and to obtain approval of the proposed pool prior to commencement of construction.

(c) No Playground Equipment. Playground equipment including but not limited to gym sets, basketball goals and playhouses are not allowed on Lake Lots.

(d) No Docks or Bulkheads. Owners of Lake Lots shall not construct or maintain any docks, bulkheads, piers, or similar recreational or boating structures in any portion of the yard facing any Lake or within any Lake Servitude.

(e) No Floating Vessels. Lot Owners (including without limitation owners of Lake Lots), their family, guests and invitees shall not utilize any boat, canoe, paddle boat, raft, or any type of floating vessel on a Lake.

(f) Setbacks. See Section 5.07 for rules governing the placement of Improvements on Lake Lots.

(g) Fences. See Section 5.08 for rules governing the construction and placement of fences on Lake Lots.

(h) Landscaping. See Section 5.11 for rules governing the landscaping of Lake Lots.

**Section 4.19. Resubdivision of Lots.** The resubdivision of Lots is prohibited, except where two or more Lot Owners desire to resubdivide a common Lot between them in order to increase the size of their respective adjoining Lots or a Lot Owner, who owns two or more Lots, desires to combine such Lots to build across side Lot lines. No Lot shall be subdivided without the prior written permission of the Architectural Control Committee and only in compliance with the rules and regulations of St. Charles Parish and these Restrictions.

## **ARTICLE V Minimum Standards for Construction**

**Section 5.01 Utility and Sewer.** All utility lines shall be installed underground. Each Residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot line. No septic tanks or sewer treatment facilities shall be located on any Lot and all sewerage generated from any Lot shall be removed by sewer lines connected to sewerage treatment facilities owned by or approved by St. Charles Parish.

**Section 5.02 Size of Residences.** No Residence erected on any Lot shall have more than three (3) stories nor exceed thirty-five (35) feet in height measured from the finished floor elevation of the first floor. All Residences shall have a minimum of 2,000 square feet of living space and shall be constructed with at least ninety (90%) percent of the interior ceiling of the first floor having a height of at least nine feet or greater. That portion of the first floor with nine (9') feet ceilings must be constructed with studs that have a minimum vertical length of nine (9') feet. For purposes of these Restrictions, living space shall be considered air-conditioned space excluding porches, breeze ways, garages, workshops, cabanas and exterior bathrooms.

**Section 5.03 Driveways, Garages and Other Structures.** Upon the completion of construction of the Residence, each Lot shall have sufficient off-street parking consisting of at least a two car garage and a concrete parking apron of a width sufficient to accommodate two automobiles side by side. A porte-cochere and/or a carport is allowed in conjunction with or in addition to the two car garage. In addition to the Residence, detached buildings will be allowed for private garages, for utility space or storage, for playhouses or for pool side cabanas; provided

that the maximum area occupied by such detached buildings shall not exceed ten percent of the total square footage of such Lot (excluding any square footage that may be contained in a Lake Servitude area) and further provided that any such detached building shall be of the same architectural style and quality as the Residence. In no event shall garage doors for more than three cars be visible from any Street. No building, carport, porte-cochere or patio cover constructed of metal is permitted. Driveways, walkways or pool decks shall not be located nearer than three (3') feet to any side Lot line thereby maintaining at all times at least a six (6') feet minimum setback from driveways on adjoining Lots. With the exception of corner Lots, there shall only be one driveway per Lot and circle drives shall be considered one driveway. Two driveways are allowed on corner Lots, however, only one driveway is allowed for each Street front. Between the edge of the street and the property line of the Lot, all driveways shall have a minimum width of twelve (12') feet and a maximum width of twenty-four (24') feet. From the property line of the Lot to the porte-cochere, carport or garage, all driveways shall have a minimum width of twelve (12') feet and a maximum width of thirty (30') feet. The Architectural Control Committee must give prior approval to all plans and specifications for any driveway, garage or other detached improvements prior to the commencement of construction. All garages that are on corner Lots or that are side loaded shall have a minimum twenty foot side setback from the side Lot lines.

Driveways and/or walkways shall not cross any Reserves.

**Section 5.04 Minimum Slab Elevation.** The minimum slab or finished first floor elevation of a Residence and/or any detached building on any Lot shall be at least eighteen (18") inches above the crown of the Street immediately in front of the Lot. The maximum slab or finished floor elevation of a Residence and any detached building on any Lot shall be forty-eight (48") inches above the crown of the Street immediately in front of the Lot. All slabs or finished floors greater than eighteen (18") inches above the centerline of the Street shall be accomplished with an exposed brick ledge or other approved architectural finish. All slabs or brick ledge grade beams shall not be exposed more than eight (8") inches above the fill surrounding the base of the slab. Retaining walls are not allowed within the boundaries of the Lot.

The slab elevation of any detached building may be lower than the slab or finished first floor elevation of a Residence, however, in no event shall the slab elevation of any detached building be less than the minimum elevations set out herein.

Prior to pouring the slab or laying the foundation, the Lot Owner shall provide the Architectural Control Committee with a slab form grade letter signed by a licensed surveyor evidencing that the slab form elevations have been satisfied.

If St. Charles Parish or FEMA revise their Flood Zone (FIRM Maps) criteria for determining finished floor slab elevations for Ashton Plantation which are greater than the requirements set out herein, then the Lot Owner shall be obligated to comply with that overriding criteria or requirement.

**Section 5.05 Lot Grading.** Lots shall be graded to assure positive drainage from the rear of the Lot to the front of the Lot conforming to the following criteria:

- (1) No retaining wall(s) are allowed along side or rear property lines of any Lot.
- (2) All side property line elevations shall be compatible and match the drainage slope with the elevations of the adjoining Lots. No Lot shall drain onto another adjoining Lot.
- (3) The elevation of a Lot along its front property line shall be six (6") inches above the top of the curb elevation.
- (4) Rear Lot lines shall be filled to eighteen (18") inches above the top of the curb elevation.

The requirements of Section 5.05 (4) shall not apply to the following identified Lots (hereinafter referred to as the "Exception Lot(s)"). The following are Exception Lots:

- (a) The Lot(s) backing up to Drain 3 as shown on the Plat (East property line ditch) as follows: Lots 17 through 30, Square 8.
- (b) Lot(s) backing up to Reserve F as follows: Lots 5 through 11, Square 9. Lot(s) backing up to Reserve G as follows: Lots 1 through 8, Square 8. Lot(s) backing up to Reserve H, as follows: Lots 1 through 14, 16 through 27, 29 through 33 and 41 through 45, Square 7;

An Exception Lot shall be graded from the rear of the slab of the Residence, which shall be the high point of the Lot, to the rear and/or side of the Lot as the case may be. Each Exception Lot shall slope continuously to drain and shall match the drainage slope of all adjoining Lots' or properties' existing elevations. The remainder of each Exception Lot commencing from the rear of the slab of the Residence to the front property line shall be graded as stated in Section 5.04 (1), (2) and (3) above. Under no circumstances are retaining walls allowed in these conditions.

Prior to the commencement of any filling, grading or construction activities, each Lot Owner shall provide a fill and grading plan which complies with these requirements to the Architectural Control Committee for its approval. The Lot Owner shall not commence any filling, grading or other construction activities prior to the approval of the fill and grading plan by the Architectural Control Committee. After completing the final Lot fill and grading plan, the Lot Owner shall provide the Architectural Control Committee with an as-built fill and grading plan from a licensed surveyor evidencing that the fill and grading requirements as stated herein have been met. The final as-built fill and grading plan must be submitted to and approved by the Architectural Control Committee prior to occupancy of the Residence.

**Section 5.06 Lot Sediment Control.** Sediment control measures are required during all construction activities on all Lots. Each Lot Owner shall show the locations and types of

control measures the Lot Owner intends to use during construction on a survey of such Lot which must be submitted to and approved by the Architectural Control Committee prior to the commencement of construction. Sediment control measures shall be sufficient to prevent surface soil from entering the Street(s), Lakes, drainage system and adjacent Lots and shall comply with all requirements of the State of Louisiana and Parish of St. Charles. Each Lot Owner shall install, regularly inspect, repair, and maintain the sedimentation control measures throughout the duration of the construction. If these measures are not properly maintained or are disrupted to the point that siltation occurs outside of the Lot or construction area, the Lot Owner shall immediately take all necessary actions to remove the identified siltation and repair the sediment control. Each Lot Owner shall be personally responsible and liable for any and all damages, expenses, fees and fines relating from the failure to adhere to proper sedimentation control measures.

If a single Lot Owner is involved in the construction of Improvements on several Lots at any one time, and the total lot area of the construction exceeds one acre, then the Lot Owner shall additionally comply with the State of Louisiana, Department of Environmental Quality requirements by preparing a Storm Water Pollution Prevention Plan which complies with all requirements of the State of Louisiana and Parish of St. Charles.

**Section 5.07 Setbacks.** No Improvements shall be located on any Lot (other than a Cul-De-Sac Lot) nearer than twenty-five (25') feet to the front Lot line facing the Street or nearer than twenty (20') feet to any side Street Lot line of corner Lots with the side street Lot line being determined by the longest Lot line of a corner Lot. No Improvements shall be located on any Cul-De-Sac Lot nearer than twenty (20') feet to the front Lot line facing the Street or nearer than twenty (20') feet to any side Street Lot line of corner Lots with the side street Lot line being determined by the longest Lot line of a corner Lot. Subject to the provisions of Paragraph 5.03 regarding driveways, walkways and pool decks, no improvements (other than fences or landscaping) shall be located nearer than seven and one-half (7.5') feet to an interior side Lot line, thereby maintaining at all times at least a fifteen (15') feet minimum setback from all Improvements located on adjoining Lots. No Residence shall be located on any Lot nearer than twenty (20') feet to the rear Lot line, except for Lake Lots where no Residence shall be located closer than twenty (20') feet to the Lake Servitude. No detached buildings shall be located nearer than 5 feet to the rear Lot line, except for Lake Lots where no detached buildings shall be located closer than twenty (20') feet to the Lake Servitude. All measurements shall be from the sill lines to the edge of the Lot lines or Lake Servitude line, as applicable. All building setbacks must additionally conform to the St. Charles Parish Zoning Ordinance which may impose stricter setback requirements than those specified herein. The Architectural Control Committee may grant waivers or variations to these requirements in the case of Cul-De-Sac Lots which have irregular shapes and make the compliance with the above setbacks inconsistent with the location of Residences on adjoining Lots; but the Architectural Control Committee shall have no obligation to grant such variances and such variances shall not, in the sole opinion of the Architectural Control Committee, adversely affect the overall aesthetics of the Property.

Detached buildings may be attached to the Residence by a breezeway. The detached building shall have four independent walls and the breezeway shall not be enclosed. The

maximum width of the breezeway shall be eight (8.0') feet and the minimum distance from the Residence shall be six (6.0') feet.

**Section 5.08 Fences.** No fence or wall shall be located on any Lot closer to any street than the point located ten (10') feet towards the rear from the front sill of the Residence. On corner Lots, fences that front on the side Street may be no closer to the Lot line than the side sill of the Residence; and such fence shall commence only from the rear of the Residence. As to vacant and unimproved Lots which do not have common ownership with an adjoining Lot, no fence or wall shall be permitted to extend nearer than thirty-five (35') feet from the front Lot line facing the street; as to vacant or unimproved Lots owned by an adjoining Lot Owner, no fence or wall shall be permitted to extend nearer than the fence on the adjoining Lot with common ownership. No fence shall be greater than six (6') feet in height. Fences shall be constructed of brick, stucco, wrought iron, redwood, cedar, vinyl or similar construction, except for Lake Lot fences which shall be constructed of wrought iron or other material acceptable to the Architectural Control Committee. Chain link, wire, corrugated metal, unfinished concrete, cinder blocks or other unsightly fencing is prohibited. Any fence parallel or coterminous to the Lake Servitude shall not be taller than forty-eight (48") inches. Any fence located on a Lake Lot shall be constructed in an open fence design. Any fence perpendicular to or approaching a Lake and located nearer than thirty (30') feet from the Lake Servitude shall not be taller than forty-eight (48") inches. The transition from the six (6') foot height fence to the forty-eight (48") inch height fence shall be sloped or have a transitional design element at the point where the change in height occurs. No fence shall be constructed without the prior written consent of the Architectural Control Committee as to location, design, material, color, paint and stain. All framework for any fence shall be on the interior side of the Lot requesting to be fenced. Any fence on a Lake Lot shall not be located within the boundaries of the Lake Servitude.

The Lot Owner shall maintain all fences in good condition at all times.

**Section 5.09 Roofs.** The main roof structure of a Residence shall have a vertical rise of at least seven (7") inches for each twelve horizontal (12") inches unless otherwise approved by the Architectural Control Committee. Minor roof structures, such as on attached porches, may have a lesser pitch than the main roof structure, as may be determined and approved by the Architectural Control Committee. All external roofing material shall be composition roof shingles, terra cotta tile or slate. All composition roof shingles shall have an architectural style such as Prestige Brand or equivalent. All external roofing material shall be wood-toned in color. Copper may be used as an external roofing material on a limited basis for accent purposes only. All penetrations on the roof including vent pipes and ventilation devices must match the color of the roof.

**Section 5.10 Fireplaces.** All fireplace flues and chimneys shall be covered with the same material used on the exterior of the Residence or such other material as approved by the Architectural Control Committee. All fireplaces shall have a decorative chimney cap. Galvanized metal caps are permitted, but their design must be approved and their color must be matched to the exterior of the Residence.

**Section 5.11 Landscaping.** Any Lot area not covered by buildings, decks, patios, driveway, walkways, pool or other approved facility shall be planted with trees, shrubs, flowers or ground covers (including grass). The lawn area of the front and side yards of all Lots with a Residence must be completely sodded.

The front of each Lot shall be planted with a sufficient number and size of shrubs and trees to create a finished appearance proportional to the space used. The Lot Owner of a Lake Lot must also sod the lawn area of the rear yard and plant additional shrubs and trees to create a finished appearance proportional to the space used.

All landscaping shall be approved in writing by the Architectural Control Committee. If the landscaping is not installed within sixty days of the substantial completion of the Residence, the Architectural Control Committee shall have the right, but not the obligation, to cause such landscaping to be planted and such Lot Owner shall be liable to the Architectural Control Committee for one hundred fifty (150%) percent of the out of pocket cost of the Architectural Control Committee to install such landscaping, plus any attorney's fees or other costs incurred by it in collecting such sums from the Lot Owner.

Lot Owners should refer to the Design Guidelines for additional guidance in the design of acceptable landscape installation.

**Section 5.12 Basketball Goals.** No basketball goal shall be installed on or beyond the front facade of any Residence or within the front yard setbacks. On corner Lots, a basketball goal may be installed beyond the side street facade of the Residence but not within the side yard setback. Basketball goals shall not be attached to the facade of the Residence or any detached structure. Basketball goal backboards shall be clear or neutral in color.

**Section 5.13 Swimming Pools.** All swimming pools situated on any Lot shall be constructed in ground. No raised pools shall be allowed on any Lot. The design of all swimming pools and pool decks shall be approved by the Architectural Control Committee prior to installation.

**Section 5.14 Exterior Lighting.** Exterior, flood, pool, patio or landscape lighting must not infringe upon adjacent Lots. Mercury vapor lighting is not permitted. All accent lighting should be direct task type fixtures and should be as close to grade as possible. Moonlighting, up lighting or tip lighting is allowed, but the light source must be hidden from public view. All exterior lighting must be approved by the Architectural Control Committee prior to installation.

**Section 5.15 Sidewalks.** Each Lot Owner shall construct a sidewalk on each Street fronting each Lot owned by it and for corner Lots on both Streets fronting such Lot. Each sidewalk shall be four (4') feet wide and located within the Street right of way, one (1') foot outside of the property line of the Lot parallel to the Street. All sidewalks shall comply with the rules, regulations and codes of St. Charles Parish, including but not limited to St. Charles Parish Subdivision Regulations of 1981, Section IV. E. 1, as it may be amended from time to time. The

sidewalks shall be constructed prior to substantial completion of the Residence on such Lot, but in no event later than occupancy of the Residence. In the event a Lot does not have a Residence constructed on it, a Lot Owner (other than Declarant) shall construct sidewalks on its Lot in accordance with this Section at the earlier of (i) six (6) months after the construction of sidewalks on the Lots adjoining such vacant Lot (but adjoining on one side for a corner Lot) or (ii) three years after the effective date of these Restrictions; provided however a Lot Owner shall always have six (6) months after the initial purchase of a Lot from Declarant in order to construct sidewalks on its Lot in accordance with this Section.

**Section 5.16 Screening.** Mechanical devices (including air conditioning and pool pumps), garbage containers and other similar objects visible from a Street, Reserve, or Lake, must be screened from view by either fences, walls, plantings, or a combination thereof. Screening with plants is to be accomplished with initial installation, not assumed growth at maturity. Mechanical devices shall not be located within the side yard set back.

**Section 5.17 Licensed Contractors.** Each Lot Owner shall only use Louisiana licensed general contractors to construct their Residence.

## **ARTICLE VI Home Owners Association**

**Section 6.01 Home Owners Association.** In accordance with the provisions of La. R. S. 9:1141.1, *et. seq* and 9:1145, *et seq.*, Declarant, as owner of the Property, has created the Ashton Plantation Home Owners Association, Inc. (hereinafter referred to as 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, a Lot Owner will become a member of the Home Owners Association. 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. A Lot Owner, as shown by the conveyance records of St. Charles Parish, shall be entitled to one (1) vote for each Lot owned by it and shall have such voting rights to be exercised as provided in the by-laws of the Home Owners Association. In the event of multiple owners of a Lot, such Lot Owners shall have only one vote and shall designate in writing to the Home Owners Association the person authorized to vote for such Lot(s). A Lot Owner shall not have the right to sell, assign or transfer its membership in the Home Owners Association to any person or entity separate from the transfer of ownership of the Lot related to such membership. The membership shall be an appurtenance to the ownership of the Lot and can not be divided from the ownership of such Lot.

**Section 6.02 Duties.** The Home Owners Association will have the right to (i) maintain and oversee the maintenance of the Rear Yard Fence, Reserves, Lakes and maintenance, mowing and landscaping of the Recreational Area, Landscape Areas, neutral grounds and other common areas located in the Property, including but not limited to the dredging of the Lakes, as needed, (ii) collect all dues owed on each Lot and send out notice of dues to each Lot Owner, (iii) in conjunction with the Architectural Control Committee, police and enforce these Restrictions (but the Architectural Control Committee shall have final control over the determination of any



architectural or construction standards), (iv) provide such other services as may be decided by the Board of Directors which relate to the aesthetics of the Property and (v) provide such other services as may be authorized by its articles of incorporation and/or its bylaws, including the maintenance, mowing and landscaping of other common areas of Ashton Plantation and other phases of the development of Ashton Plantation. The Home Owners Association may provide security and guard service for the Property and the Lot Owners if approved by its Board of Directors.

**Section 6.03 Dues.** All Lot Owners, other than Declarant, shall be assessed monthly dues in the amount of Sixty and no/100 (\$60.00) dollars per month payable semiannually (January and July) in advance to pay for the activities of the Home Owners Association. The Home Owners Association will send notice of dues to the last known address of such person on the records of the Home Owners Association at the time of such mailing. In the event a Lot Owner does not pay the dues owed on its Lot within thirty (30) days from the date of notice of dues, the Lot Owner shall also be liable to pay a late fee in an amount equal to \$15.00 per invoicing of dues. Each Lot Owner shall be personally and solidarily liable and responsible to the Home Owners Association to pay all dues assessed against his Lot, including all late fees and interest owed thereon to accrue at the applicable legal rate of interest, with such interest to accrue from date of giving of notice of default as provided in Section 6.04, and all other costs and expenses, including but not limited to attorney's fees, incurred by the Home Owners Association and/or Architectural Control Committee in collecting the dues or other amounts owed by such defaulting Lot Owner or otherwise enforcing these Restrictions.

Dues may be increased at the annual meeting of the Home Owners Association or at a special meeting called for such purpose by a majority of the votes of the Lot Owners present and voting at such meeting. Dues may be decreased upon obtaining all of the following: (i) consent by a majority of the votes of the Lot Owners present and voting at the annual meeting of the Home Owners Association or at a special meeting called for such purpose, (ii) consent of Declarant and (iii) consent of the Board of Directors of the Home Owners Association. Notwithstanding anything to the contrary contained herein, Declarant shall not be obligated to pay any dues to the Home Owners Association.

**Section 6.04 Lien Rights.** Declarant hereby imposes upon all of the Lots the right of the Home Owners Association to impose and file in the mortgage records of St. Charles Parish a privilege against any Lot, including a privilege under La. R. S. 9:1145, as security for the failure of a Lot Owner to pay any dues, late charges, interest, charges or expenses imposed upon such Lot Owner by the Home Owners Association and/or the Architectural Control Committee, including all reasonable attorney's fees incurred by the Home Owners Association in collecting dues or other amounts owed by such defaulting Lot Owner or otherwise enforcing these Restrictions.

The Home Owners Association shall give written notice of default to each Lot Owner of the failure to timely pay such dues, charges, or any other violation of these Restrictions; and such Lot Owner shall have ten (10) days from the giving of such notice to correct such violations. In the event a Lot Owner does not cure such violations within the ten

(10) day period, then the Home Owners Association may (i) file suit to enjoin or restrain continued violations of these Restrictions; (ii) require specific performance to enforce compliance with these Restrictions; (iii) file suit to recover all dues, late charges, charges and interest owed to the Home Owners Association and/or damages for violations of these Restrictions, including all reasonable attorney's fees incurred by the Home Owners Association in collecting dues or other amounts owed by such defaulting Lot Owner or otherwise enforcing these Restrictions, and/or (iv) record a privilege against any Lot owned by a defaulting Lot Owner and then file suit to collect all amounts owed to the Home Owners Association and to enforce any privilege filed by the Home Owners Association.

## **ARTICLE VII General Provisions**

**Section 7.01 Duration.** These Restrictions shall be charges against and burden the Property, all Improvements located on any Lot and any other property in the Property for an initial term commencing on the effective date hereof and ending on January 1, 2057.

**Section 7.02 Amendments to Restrictions.** Subject to the prior written consent of Declarant which consent shall be in its sole discretion, these Restrictions may be amended or terminated at any time by Declarant and Lot Owners, who own at least fifty and one-tenth (50.1%) percent of the total number of Lots located in the Property subject to these Restrictions, pursuant to an agreement duly executed and properly recorded in the appropriate records of St. Charles Parish, Louisiana. Notwithstanding the above, Declarant shall have the sole right to amend these Restrictions to (i) amend the definition of the Property, from time to time, to increase the size of the Property and this right shall remain for the duration of the Restrictions and (ii) amend these Restrictions, including modifying any of the use restrictions and/or minimum standards for construction (other than to increase the dues which are reserved to the Home Owners Association as provided in Section 6.03) pursuant to a written amendment duly executed and properly recorded in the appropriate records of St. Charles Parish, Louisiana for a period expiring 730 days after the effective date of these Restrictions.

**Section 7.03 Interpretation.** If these Restrictions or any word, clause, sentence, paragraph, or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of these Restrictions shall govern.

**Section 7.04 Notices.** Any notice required to be sent to any Lot Owner or other owner of property in the Property under the provisions of these Restrictions shall be deemed to have been properly sent when mailed, postpaid, to the last known address of such person on the records of the Home Owners Association at the time of such mailing. In the event the Lot Owner has not given an address to the Home Owners Association, the Home Owners Association is allowed to send notice to the Lot Owner at the municipal address of the Lot owned by it. Any notice or demand that is required or permitted hereunder to be given to any Lot Owner or other owner of property in the Property shall be deemed to have been sufficiently given and served for all purposes (if mailed) three (3) calendar days after being deposited,

postage prepaid, in the United States mail, registered or certified mail, or (if delivered by express courier) one (1) Business Day after being delivered to such courier, or (if delivered in person) the same day as delivery, in each case addressed in accordance with the above.

**Section 7.05 Gender and Grammar.** The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

**Section 7.06 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 and effect.

**Section 7.07 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.

**Section 7.08 Transfer of Rights.** Declarant, its heirs, successors and assigns may transfer any rights and duties it may have under these Restrictions to any subsequent purchaser of one or more of the Lots or to the Home Owners Association upon written agreement signed by all applicable parties; and upon the transfer of such rights and duties, Declarant shall be released and relieved of any further liability to any Lot Owner or to the Home Owners Association under these Restrictions.

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

**WITNESSES:**

**ASHTON PLANTATION ESTATES, L.L.C.  
By Rathborne Properties, L.L.C., its Manager**

\_\_\_\_\_  
Name: Lea V. Manno

**By:** \_\_\_\_\_  
J. Cornelius Rathborne  
Its President and Manager

\_\_\_\_\_  
Name: Annette S. McDow

**By Levert Land Company, Inc., its Manager**

**By:** \_\_\_\_\_  
Robert E. Becker  
Its President

\_\_\_\_\_  
**NOTARY PUBLIC**

Notary Name: Gregory C. Lier  
Notary/Bar No. 08868