



# ST. CHARLES PARISH

## PLANNING AND ZONING

MATTHEW JEWELL  
PARISH PRESIDENT

### MEMORANDUM

To: Michelle Impastato  
Council Secretary

From: Chris Welker, AICP  
Planner II

Date: May 13, 2020

**RE: Final Plat Approval and Acceptance of Improvements – Ashton Plantation Phase 2-B**

Enclosed are submittal and supporting documents for the final plat approval and dedication of Ashton Plantation Phase 2-B, including:

- Five original copies of the Final Plat
- Approval letters from the Departments of Public Works & Wastewater (which includes the Contract Monitor) and Waterworks
- Original letter requesting final plat approval
- Original letter certifying payment of the sewer connection development fee
- Ordinance authorizing the acceptance of improvements and final plat approval
- Two original copies of the Act of Dedication
- One original copy of the Warranty Bond
- A copy of the recorded private covenants

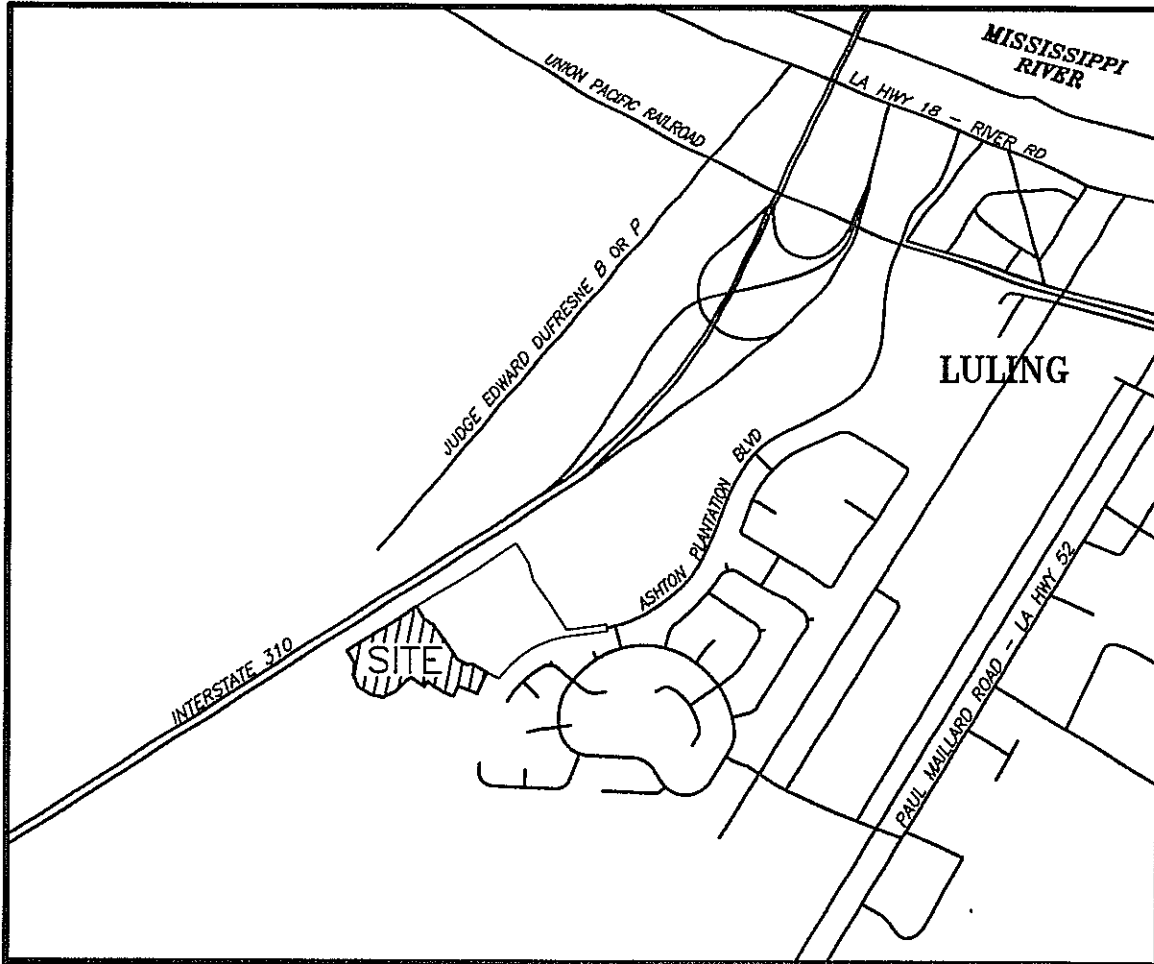
The above referenced documents will also be forwarded by email, along with the Development Agreement for Ashton Plantation which covers the recreation obligation.

The developer, Ashton Plantation Estates, LLC has submitted all required documents and paid the required fees, which includes:

- Administrative fees (\$68.82)
- Warranty Inspection (\$1,000)
- Streetlight Deposit (\$2,700)
- Testing Fee (\$4,198.50)
- Sewer Connection (\$28,000)

Please prepare the Final Plat and Act of Dedication for the Parish Council's consideration. Should you need additional documentation, please contact Chris Welker in the Planning Department.





11.814 ACRES AREA	R-1A ZONING	CONCRETE ROAD SURFACING
8,420.64 SQ. FT. MINIMUM LOT SIZE	28 LOTS 1 RESERVE NUMBER OF LOTS	SEE NOTE SEWERAGE SYSTEM
50' STREET R/W WIDTH	1273' LENGTH OF STREET	SEE NOTE DRAINAGE SYSTEM

"ST. CHARLES PARISH LAND USE REGULATIONS, INCLUDING SETBACK STANDARDS, SUPERSEDE PRIVATE SUBDIVISION COVENANTS WHERE PARISH REGULATIONS ARE MORE RESTRICTIVE."

DRAINAGE:  
THE STORM DRAINAGE RUN-OFF WILL BE HANDLED VIA SUBSURFACE DRAINAGE PIPES AND DRAINED INTO THE LAKE RESERVOIRS OR THE PROPOSED DRAINAGE CANALS AND ULTIMATELY PUMPED INTO THE 80 ARPERT CANAL VIA THE 60 ARPERT PUMPING STATION.

THE SERVITUDES SHOWN ON THIS PLAN ARE LIMITED TO THOSE FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES ARE REFLECTED OR SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPLYING THE DATA FOR THIS PLAN.

THIS PERIMETER PLAN SHALL NOT CONSTITUTE A LEGAL OPINION OF TITLE, AND SHALL NOT BE RELIED UPON FOR THAT PURPOSE. THERE IS NO WARRANTY THAT IT CONFORMS TO THE LEGAL TITLE, AND WAS MADE SOLELY ACCORDING TO THE INFORMATION PROVIDED THE SURVEYOR.

ALL NECESSARY SEWER, WATER AND/OR OTHER UTILITY EXTENSIONS SHALL BE MADE BY AND SOLELY AT THE LOT OWNER'S EXPENSE

SETBACK TABLE:  
FRONT SETBACK ..... 25' (EXCLUDING CUL-DE-SAC)  
FRONT SETBACK, CUL-DE-SAC ..... 20'  
REAR SETBACK ..... 20' (EXCLUDING LAKE LOTS)  
REAR SETBACK, DETACHED BUILDINGS ..... 5' (EXCLUDING LAKE LOTS)  
REAR SETBACK, LAKE LOTS ..... 20' FROM LAKE SERVICE LINE  
SIDE LINE CORNER LOT ..... 20'  
SIDE SETBACK ..... 7.5'  
(NOTE: MINIMUM OF 15' REQUIRED BETWEEN IMPROVEMENTS)  
ALL MEASUREMENTS SHALL BE FROM THE SILL LINE(S) TO THE EDGE OF THE LOT LINE(S) OR LAKE SERVICE LINE, AS APPLICABLE.

NOTE: 20' UTILITY SERVITUDE AT FRONT OF ALL LOTS

Restrictive Covenants Recorded at:

COB \_\_\_\_\_ FOLIO \_\_\_\_\_

Entry # \_\_\_\_\_

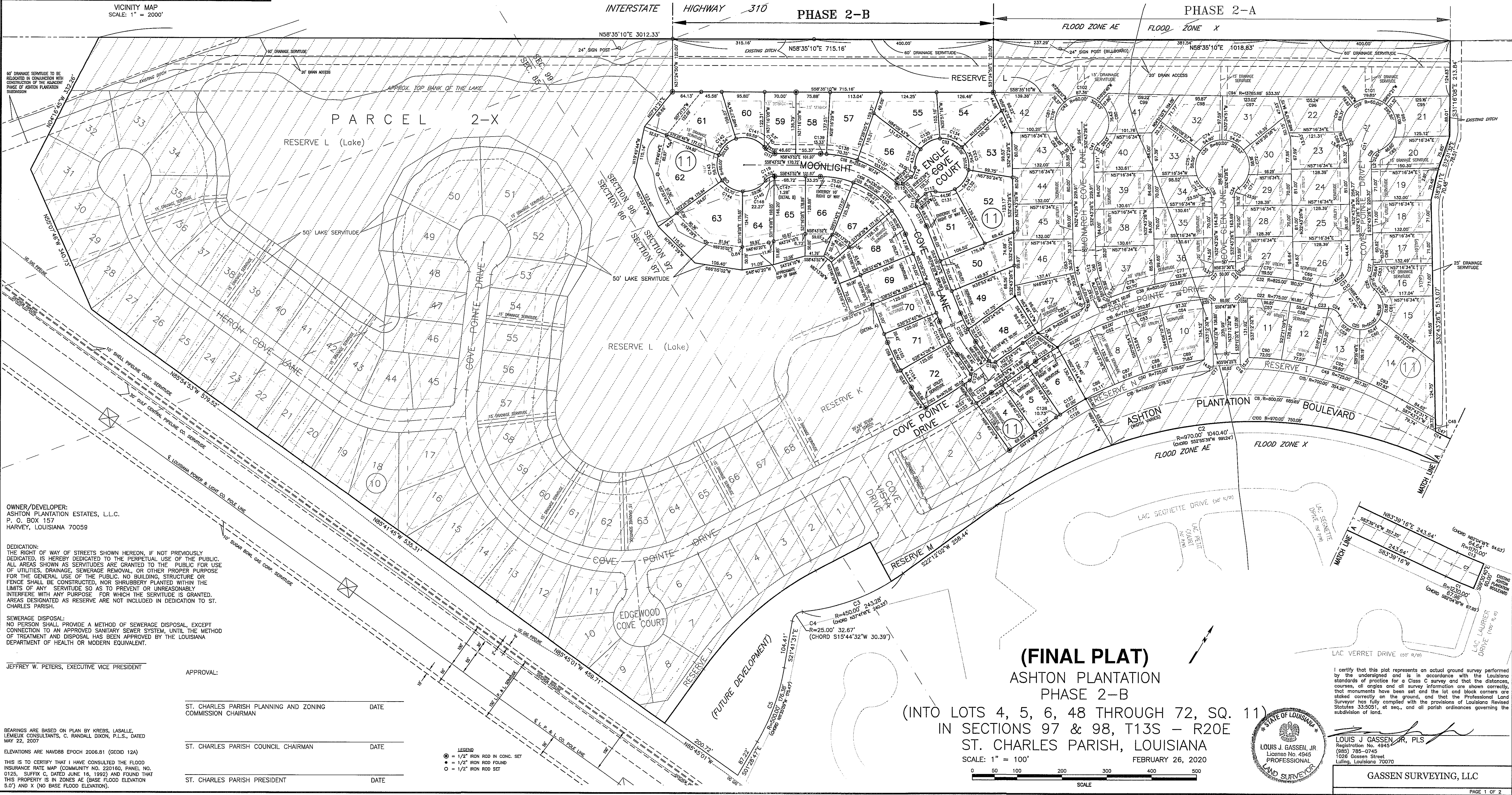
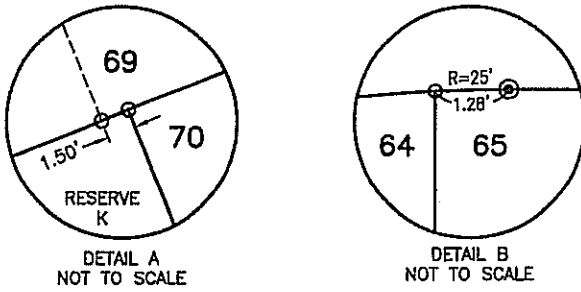
Recorded in The Clerk of Court's office

St. Charles Parish on the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_, in Book \_\_\_\_\_

Folio \_\_\_\_\_, Entry # \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_



OWNER/DEVELOPER:  
ASHTON PLANTATION ESTATES, L.L.C.  
P. O. BOX 157  
HARVEY, LOUISIANA 70059

DEDICATION:  
THE RIGHT OF WAY OF STREETS SHOWN HEREON, IF NOT PREVIOUSLY DEDICATED, IS HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC. ALL AREAS SHOWN AS SERVITUDES ARE GRANTED TO THE PUBLIC FOR USE OF UTILITIES, DRAINAGE, SEWERAGE REMOVAL, OR OTHER PROPER PURPOSE FOR THE GENERAL USE OF THE PUBLIC, NO BUILDING, STRUCTURE OR FENCE SHALL BE CONSTRUCTED, NOR SHRUBBERY PLANTED WITHIN THE LIMITS OF ANY SERVITUDE SO AS TO PREVENT OR UNREASONABLY INTERFERE WITH ANY PURPOSE FOR WHICH THE SERVITUDE IS GRANTED. AREAS DESIGNATED AS RESERVE ARE NOT INCLUDED IN DEDICATION TO ST. CHARLES PARISH.

SEWERAGE DISPOSAL:  
NO PERSON SHALL PROVIDE A METHOD OF SEWERAGE DISPOSAL, EXCEPT CONNECTION TO AN APPROVED SANITARY SEWER SYSTEM, UNTIL THE METHOD OF TREATMENT AND DISPOSAL HAS BEEN APPROVED BY THE LOUISIANA DEPARTMENT OF HEALTH OR MODERN EQUIVALENT.

JEFFREY W. PETERS, EXECUTIVE VICE PRESIDENT

APPROVAL:

ST. CHARLES PARISH PLANNING AND ZONING  
COMMISSION CHAIRMAN

ST. CHARLES PARISH COUNCIL CHAIRMAN

ST. CHARLES PARISH PRESIDENT

BEARINGS ARE BASED ON PLAN BY KREBS, LASALLE,  
LEMEUX CONSULTANTS, C. RANDALL DIXON, F.L.S., DATED  
MAY 22, 2007.

ELEVATIONS ARE NAVD88 EPOCH 2006.81 (GEOID 12A)

THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FLOOD  
INSURANCE RATE MAP (COMMUNITY NO. 220160, PANEL NO.  
0125, SUFFIX C, DATED JUNE 16, 1992) AND FOUND THAT  
THIS PROPERTY IS IN ZONES AE (BASE FLOOD ELEVATION  
5.0') AND X (NO BASE FLOOD ELEVATION).

LEGEND  
● = 1/2" IRON ROD IN CONC. SET  
○ = 1/2" IRON ROD FOUND  
○ = 1/2" IRON ROD SET

(FINAL PLAT)

ASHTON PLANTATION  
PHASE 2-B

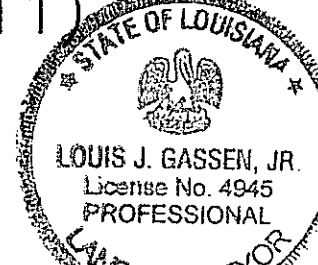
(INTO LOTS 4, 5, 6, 48 THROUGH 72, SQ. 11)

IN SECTIONS 97 & 98, T13S - R20E

ST. CHARLES PARISH, LOUISIANA

SCALE: 1" = 100'

FEBRUARY 26, 2020



LOUIS J. GASSEN, JR., PLS  
Registration No. 4945  
(985) 785-0745  
1026 Gassen Street  
Luling, Louisiana 70070

GASSEN SURVEYING, LLC








# Memo

**To:** Michael Albert, Planning and Zoning Director

**From:** Miles B. Bingham, Public Works Director 

**Cc:** Matt Jewell, Parish President  
Parish Council c/o Valerie Berthelot  
L. J. Brady, Assistant Wastewater Director  
Don Edwards, Senior Parish Engineer  
Chandra Sampey, Contract Monitoring Specialist  
Marny Stein, Development Review Planner

**Re:** Ashton Plantation Subdivision – Phase 2B  
Final Acceptance

**Date:** May 5, 2020

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The roadway, drainage, wastewater and streetlight facilities have been completed for the above-referenced project. There are no outstanding punchlist items.

Additionally, the final plat and as-built drawings were received and found to be in conformance with the approved plans and specifications.

Please feel free to contact us with any questions or comments.

MBB:DTE:dte



MATTHEW JEWELL  
PARISH PRESIDENT

ROBERT BROU  
DIRECTOR

# ST. CHARLES PARISH

## DEPARTMENT OF WATERWORKS

P.O. BOX 108 • LULING, LOUISIANA 70070  
(985) 783-5110 • Fax: (985) 785-2005  
Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

March 9, 2020

Mr. Michael Albert  
Director, Planning and Zoning  
St. Charles Parish  
P.O. Box 302  
Hahnville, LA 70057

Re: Ashton Phase 2B Subdivision  
Waterline Installations

Dear Mr. Albert:

The water main installations as shown on Ashton Phase 2B Subdivision plans, dated, March 28, 2019, by Civil and Environmental Consulting Engineers have been installed. The completed installation has passed the required Pressure/Leakage and Bacteriological tests.

Final approval is hereby granted.

The owner is responsible for the maintenance of this water system for a period of one year after acceptance by the St. Charles Parish Council.

If there are any questions regarding this matter, please do not hesitate to call.

Sincerely,

  
Robert Brou

Cc: Mr. Danny Hebert  
Mr. Chris Welker

RB:rcj



**ASHTON PLANTATION ESTATES, L.L.C.**

**P.O. BOX 157 HARVEY, LOUISIANA 70059**

**TELEPHONE (504) 368-6355 FAX (504) 368-6388**

April 30, 2020

St. Charles Parish Council  
Michelle Impastato, Council Secretary  
15045 River Road  
Hahnville, LA 70057

Re: Application for Approval of Final Plat

Dear Ms. Impastato and Council Members:

Please be advised that Ashton Plantation Estates, LLC is requesting Final Plat approval for Phase 2B of Ashton Plantation Estates subdivision.

Attached are all documents and fees required for approval. We request that this matter be heard and approved at the May 18, 2020 meeting of the St. Charles Parish Council.

Please contact the undersigned if we can provide further information.

Yours very truly,



Jeffrey W. Peters

**ASHTON PLANTATION ESTATES, L.L.C.**

**P.O. Box 157 HARVEY, LOUISIANA 70059**

**TELEPHONE (504) 368-6355 FAX (504) 368-6388**

April 30, 2020

St. Charles Parish Council  
Michelle Impastato, Council Secretary  
15045 River Road  
Hahnville, LA 70057

Re: Certification of Sewer Development Connection Fee

Dear Ms. Impastato and Council Members:

Please be advised that Ashton Plantation Estates, LLC certifies that the Sewer Connection Development Fee has been paid in full for Phase 2B of Ashton Planation Estates.

Please contact the undersigned if we can provide further information.

Yours very truly,



Jeffrey W. Peters

2020 \_\_\_\_\_

**INTRODUCED BY: MATTEW JEWELL, PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING)**

**ORDINANCE NO. \_\_\_\_\_**

An ordinance approving and authorizing the execution of an Act of Dedication for Ashton Plantation Phase 2-B, Luling.

**WHEREAS**, Ashton Plantation Estates, LLC is the owner and developer of property located in Sections 97 & 98, T-13-S & R-20-E as indicated on a Final Plat prepared by Louis J. Gassen, Jr., PLS, dated February 26, 2020 entitled FINAL PLAT ASHTON PLANTATION PHASE 2-B IN SECTIONS 97 & 98, T13S – R20E, ST. CHARLES PARISH; and,

**WHEREAS**, said subdivision has been constructed in accordance with the St. Charles Parish Subdivision Regulations of 1981, as amended; and,

**WHEREAS**, all required reviews and approvals for the subdivision are complete.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Act of Dedication by Ashton Plantation Estates, LLC for Ashton Plantation Phase 2-B, is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute the Final Plat and Act of Dedication on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

Yeas:

Nays:

Absent:

Abstain:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020, to become effective five (5) days after publication in the Official Journal.



ACT OF DEDICATION

UNITED STATES OF AMERICA

BY: ASHTON PLANTATION ESTATES, L.L.C.

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, that on this \_\_\_\_\_ day of \_\_\_\_\_, in the  
year of Our Lord Two Thousand and Twenty,

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and  
qualified in and for the aforesaid Parish and State, therein residing, and in the presence of  
the two competent witnessed hereinafter named and undersigned,  
PERSONALLY CAME AND APPEARED;

Ashton Plantation Estates, L.L.C., a limited liability company organized and  
existing under and by the laws of the State of Louisiana with its domicile in  
the Parish of Jefferson, within said State, herein appearing by and through  
Rathborne Properties, Inc., its Manager, herein appearing by and through  
Jeffrey W. Peters, its Executive Vice President, and J.B. Levert Land  
Company, its Manager, herein appearing by and through Louis M. Andolsek,  
its President. (Hereinafter sometimes referred to as "Ashton");

MAILING ADDRESS: P.O. Box 157  
Harvey, Louisiana 70059

Ashton declared unto me, Notary, that it is the owner of a certain tract of real  
property situated on the West Bank of St. Charles Parish, which lands are designated as  
Ashton Plantation, Phase 2-B being a portion of Sections 97 and 98, T13S, R20E, St.  
Charles Parish, Louisiana, shown on a survey of said subdivision which survey was  
prepared by Gassen Surveying, LLC, dated February 26, 2020, signed by Louis J. Gassen,  
Jr., Registered Land Surveyor, which survey is entitled "Ashton Plantation, Phase 2-B, (Into  
Lots 4,5,6, 48 Through 72, Sq. 11) in Sections 97 and 98, T13S, R20E, St. Charles Parish,  
Louisiana" (hereinafter referred to as the "Final Plat"), a copy of which is attached to and  
made part of this Act; and

Ashton further declared unto me that it has caused that portion of the above  
property designated as Ashton Plantation Phase 2-B on the Final Plat referred to above to  
be laid out in squares and lots on the plan of survey and/or re-subdivision referred to  
above, which Final Plat creates Phase 2-B of Ashton Plantation Subdivision, a copy of  
which is attached and made part hereof; and

Ashton further declared unto me, Notary, that on the Final Plat it has laid out certain  
streets within the Ashton Plantation Subdivision which are named and identified in

accordance with the annexed Final Plat as Cove Pointe Drive, Moonlight Cove Lane, and Engle Cove Court, which streets in regard to this dedication, are more fully described in accordance with said plan as follows to wit:

**PORTION OF COVE POINTE DRIVE, ASHTON PLANTATION, PHASE 2-B,  
ST. CHARLES PARISH**

A certain portion of ground situated in the Parish of St. Charles, State of Louisiana, on the West Bank of the Mississippi River, in Section 97, Township 13 South Range 20 East in that portion of Ashton Plantation, designated as a portion of COVE POINTE DRIVE, being a Right of Way to be dedicated to St. Charles Parish, and more particularly described as follows:

BEGIN at the northwesterly corner of Cove Pointe Drive right of way (also being the Phase 2-A/ Phase 2-B line), proceed S85°29' 46"E along said Phase line a distance of 54.10 feet to a point on a curve, thence along the arc of a curve to the left having a radius 775.00 feet a distance 58.11 feet (a chord of 58.10 feet and a chord bearing of S25°33' 45" W), thence S23°24' 52"W a distance of 119.88 feet to a point of curvature, thence along the arc of a curve to the right having a radius of 1,525.00 feet a distance of 40.99 feet (a chord of 40.99 feet and a chord bearing of S24°11'04"W), thence N66°40' 20"W a distance of 50.02 feet to a point on a curve, thence along the arc of a curve to the left having a radius of 1,475.00 feet a distance of 16.53 feet (a chord of 16.53 feet and a chord bearing of N24°41' 19"E), thence along the arc of a curve to the left having a radius of 10.00 feet a distance of 15.87 feet (a chord of 14.26 feet and a chord bearing of N21°06' 32" W), thence N23°38'48"E a distance of 50.00 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 10.00 feet a distance of 15.71 feet (a chord of 14.14 feet and a chord bearing of N68°24' 52"E), thence N23°24'52"E a distance of 74.25 feet to a point of curvature, thence along the arc of a curve to the right having a radius of 825.00 feet a distance of 40.54 feet (a chord of 40.53 feet and a chord bearing of N24°49' 20"E) to the POINT OF BEGINNING.

All as more fully shown on a plan by Gassen Surveying,  
LLC, Louis J Gassen Jr, PLS dated February 26, 2020.

**MOONLIGHT COVE LANE, ASHTON PLANTATION, PHASE 2-B, ST.  
CHARLES PARISH, LOUISIANA**

A certain portion of ground situated in the Parish of St. Charles, State of Louisiana, on the West Bank of the Mississippi River, in Sections 97 and 98, Township 13 South Range 20 East in that portion of Ashton Plantation, designated as MOONLIGHT COVE LANE, being a Right of Way to be dedicated to St. Charles Parish, and more particularly described as follows:

BEGIN at the southern point of tangency of Moonlight Cove Lane and the western edge of Cove Pointe Drive right of way, proceed N66°35' 08"W a distance of 52.25 feet to a point of curvature, thence along the arc of a curve to the right having a radius of 355.00 feet a distance of 83.52 feet (a chord of 83.33 feet and a chord bearing of N59°50' 44"W), thence N53°06' 20" W a distance of 208.08 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 205.00 feet a distance of 243.88 feet (a chord of 229.75 feet and a chord bearing of N87°11' 14" W), thence S58°43' 52" W a distance of 101.97 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 23.55 feet (a chord of 22.69 feet and a chord bearing of S31°44' 49"W) to a point of a reverse curve, thence along the arc of a curve to the right having a radius of 60.00 feet a distance of 301.53 feet (a chord of 70.59 feet and a chord bearing of N31° 16'

08"E) to a point of a reverse curve, thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 23.55 feet (a chord of 22.69 feet and a chord bearing of N85°42' 54"E), thence N58°43'52"E a distance of 101.97 feet to a point of curvature, thence along the arc of a curve to the right having a radius of 255.00 feet a distance of 187.24 feet (a chord of 183.06 feet and a chord bearing of N79°45'59"E) to a point of a reverse curve, thence along the arc of a curve to the left having a radius of 10.00 feet a distance of 14.38 feet (a chord of 13.18 feet and a chord bearing of N59°35'48"E), thence S71°36' 31 "E, a distance of 50.00 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 10.00 feet a distance of 14.38 feet (a chord of 13.18 feet and a chord bearing of S22°48'49"E) to a point of reverse curve, thence along the arc of a curve to the right having a radius of 255.00 feet a distance of 48.57 feet (a chord of 48.50 feet and a chord bearing of S58°33'44"E), thence S53°06' 20"E a distance of 208.08 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 305.00 feet a distance of 71.76 feet (a chord of 71.59 feet and a chord bearing of S59°50' 44"E), thence S66°35' 08"E a distance of 52.45 feet, thence S23°38' 48"W a distance of 50.00 feet to the POINT OF BEGINNING.

All as more fully shown on a plan by Gassen Surveying,  
LLC, Louis J Gassen Jr, PLS dated February 26, 2020.

**ENGLE COVE COURT, ASHTON PLANTATION, PHASE 2-B, ST.  
CHARLES PARISH, LOUISIANA**

A certain portion of ground situated in the Parish of St. Charles, State of Louisiana, on the West Bank of the Mississippi River, in Section 97, Township 13 South Range 20 East in that portion of Ashton Plantation, designated as ENGLE COVE COURT, being a Right of Way to be dedicated to St. Charles Parish, and more particularly described as follows:

BEGIN at the northern point of tangency of Moonlight Cove Lane and the western edge of Engle Cove Court proceed N18°23'29"E a distance of 23.90 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 23.55 feet (a chord of 22.69 feet and a chord bearing of N08°35'33"W) to a point of reverse curve, thence along the arc of a curve to the right having a radius of 60.00 feet a distance of 301.53 feet (a chord of 70.59 feet and a chord bearing of S71°36' 31"E) to a reverse curve, thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 23.55 feet (a chord of 22.69 feet and a chord bearing of S45°22' 32"W), thence S18°23'29"W a distance of 23.90 feet, thence N71°36'31"W a distance of 50.00 feet to the POINT OF BEGINNING.

All as more fully shown on a plan by Gassen Surveying,  
LLC, Louis J Gassen Jr, PLS dated February 26, 2020.

Ashton further declared unto me, Notary, that on the aforesaid Final Plat, it has also designated and labeled various servitudes for water, utility and drainage purposes; and

Ashton further declared unto me, Notary, that under the covenants, conditions and stipulations hereinafter recited it does, by these presents, dedicate portions of the following streets located all within Phase 2-B of Ashton Plantation, namely: Cove Pointe Drive, Moonlight Cove Lane, and Engle Cove Court, as hereinabove described and does hereby grant the various servitudes for water, utility and drainage purposes, all as shown on the



annexed Final Plat, to public use, unto and in favor of the Parish of St. Charles, the inhabitants of the parish of St. Charles, and to the public in general; and

Ashton further declared unto me, Notary, that the aforesaid dedication and grant are subject to all of the following terms and conditions, to wit:

1. The dedication of the fee ownership of the property covered by the streets identified hereinabove as Cove Pointe Drive, Moonlight Cove Lane, and Engle Cove Court, only as far as said streets are located in Phase 2-B of Ashton Plantation.
2. The herein grant of the various servitudes for water, utility and drainage purposes shall constitute the granting only of a "personal servitude of right of use" being a "limited personal servitude" in favor of St. Charles Parish. Ashton does hereby reserve all other rights of fee ownership to that portion of the aforesaid Phase 2-B of Ashton Plantation Subdivision which comprises the various servitudes for water, utility and drainage purposes, and that portion of the various servitudes for water, utility and drainage purposes.
3. Ashton does hereby reserve all rights of ownership to all of the oil, gas and other minerals in, on and under the property covered and affected by the streets identified hereinabove and by the aforesaid water, utility and drainage servitudes granted herein. In that connection, Ashton does, however, agree to prohibit the use of any part of the surface of any of the property covered by the streets and servitudes with respect to the exploration, development or production of minerals pursuant to this reservation. This reservation is made in accordance with Ashton's plan and intention to reserve all of the mineral rights in, on and under all of the lots in the Ashton Plantation, Phase 2-B, whereby, however, Ashton will likewise impose a restriction on the entire subdivision against any use

of the surface of any lot for the exploration, development or production of minerals, or by any other binding means of strict surface operations in regard to mineral exploration in this subdivision.

4. The herein dedication of streets and grant of servitudes for water, utility and drainage purposes are made by Ashton without any warranty whatsoever except as provided for herein.
5. St. Charles Parish must bind and obligate itself not to use the property dedicated herein for street purposes in any manner which would be inconsistent with or detrimental to such use as a public street. St. Charles Parish must further bind and obligate itself to use the water, utility and drainage servitudes granted herein only for water, utility and drainage purposes.
6. This dedication and grant are conditioned upon St. Charles Parish maintaining and policing the streets dedicated herein, and maintaining the various water, utility and drainage facilities within the various water, utility and drainage servitudes areas.
7. The grant herein of various servitudes for water, utility and drainage purposes shall be used exclusively for those purposes and Ashton reserves the right to use or grant any other rights with respect to said property not inconsistent with the aforesaid servitudes for water, utility and drainage purposes. The herein granted water, utility and drainage servitudes shall not be utilized so as to unreasonably interfere with or impair ingress and egress from the streets dedicated herein to any of the lots in the Ashton Plantation Subdivision.
8. Ashton warrants that the herein dedication of streets and grant of servitudes are free of any liens and/or encumbrances and that no lots have been sold or alienated prior to the date hereof.
9. The dedication and grant made herein are made subject to any

existing servitudes affecting the "Ashton Plantation, Phase 2-B Subdivision", such as by way of illustration by not limitation pipeline servitudes and levees.

10. The herein dedication and grant shall inure to the benefit of St. Charles Parish or any successor governmental body of St. Charles Parish, which shall be bound by all of the terms and conditions hereof.
11. Ashton warrants that all utilities and streets have been placed within the servitudes granted herein.

AND NOW, to these presents, personally came and intervened:

ST. CHARLES PARISH, herein appearing by and through Matthew Jewell, Parish President, duly authorized by virtue of an Ordinance of the St. Charles Parish Council adopted on \_\_\_\_\_, a certified copy of which is annexed hereto and made part hereof, and said St. Charles Parish does hereby accept, approve and ratify the herein dedication and grant under all of the terms and conditions as contained hereinabove, and does also hereby acknowledge that the construction of all of the streets dedicated herein has been satisfactorily completed in accordance with all requirements and that all water, utility and drainage facilities have been likewise satisfactorily completed in accordance with all requirements and St. Charles Parish does hereby accept all of said streets, and water, utility and drainage facilities and assumes the maintenance thereof.

THUS DONE AND PASSED, in triplicate originals, in my office on the day, month



and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading the whole.

ASHTON PLANTATION ESTATES, L.L.C.

WITNESSES:

Patricia Comardelle  
Patricia Comardelle  
Jackie Vanacor  
Jackie Vanacor

By: Rathborne Properties, L.L.C., Its Manager

BY: Jeffrey W. Peters  
Jeffrey W. Peters, Executive Vice-President

J.B. Levert Land Company, Its Manager

BY: Louis M. Andolsek  
Louis M. Andolsek, President

Louis G. Authement  
Louis G. Authement  
Notary Public  
Notary/Bac: 20089

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

ST. CHARLES PARISH

BY: \_\_\_\_\_  
Matthew Jewell  
Parish President

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

Bar No.: \_\_\_\_\_

CERTIFICATE FROM CERTIFYING OFFICIAL OF  
J. B. LEVERT LAND COMPANY, L.L.C.

**PAMELA TAPIE** who is a certifying official and Secretary of J. B. LEVERT LAND COMPANY, L.L.C. (the "Company"), a Louisiana limited liability company, does hereby certify in accordance with the Articles of Organization and the Amended and Restated Operating Agreement of the Company that:

1. J. B. LEVERT LAND COMPANY, L.L.C. is a Manager of **ASHTON PLANTATION ESTATES, LLC** a Louisiana limited liability company (the "Company") and, in accordance with the Articles of Organization of the Company, is authorized to certify the authority of any person to take actions on behalf of the Company, including but not limited to the authority to take actions referred to in La. R.S. 12:1318 (B).
2. J. B. LEVERT LAND COMPANY, L.L.C., as a Manager of the Company, is authorized to (i) act on behalf of the Company in all matters in the ordinary course of its business, (ii) buy, acquire, sell, lease, convey, exchange, dispose of, make capital contributions, manage, lease or operate real or immovable property, personal or movable property, whether tangible, intangible, corporeal or incorporeal, including all property now owned or hereinafter acquired by, the Company, whether now or in the future, for such consideration as it, as a Manager, may deem appropriate, including for cash, credit, a combination of both or exchange of property rights, and (iii) execute any deeds, leases, covenants, restrictions, acts and documents in furtherance thereof, containing such terms and conditions as it, as a Manager of the Company, may deem necessary, proper and/or advisable.
3. The President, or any Vice President, acting in its capacity as a Manager of the Company, is authorized, empowered and directed to execute and deliver any documents incorporating or enacting the above described authorized acts with such changes, modifications, additions and deletions as he may in his sole and uncontrolled discretion approve, which changes, modifications, additions and deletions he is hereby authorized to make. Such officer's signature on any such documents will constitute conclusive evidence of his approval thereof so that any such document shall be valid and binding on the parties thereto and that any and all transactions by such officers acting in its capacity as a Manager of the Company on its behalf and in its name, are, in all respects, hereby ratified, confirmed and adopted with such transactions to the extent they were done prior to this authorization are hereby given retroactive effect.

\* \* \* \* \*

C E R T I F I C A T E

As Secretary of J. B. LEVERT LAND COMPANY, L.L.C., I hereby certify that the foregoing is a true and correct copy of authorizations and resolutions duly and legally adopted in accordance with the Articles of Organization and the Amended and Restated Operating Agreement of J. B. LEVERT LAND COMPANY, L.L.C., and that said authorizations and resolutions have not been rescinded, modified or recalled, and are in full force and effect.

I further certify that **LOUIS M. ANDOLSEK, Jr.** is the President and Manager and **PAMELA TAPIE** is a Vice President and Secretary of this Company.

WITNESS my signature on this 28th day of April, 2020.

  
\_\_\_\_\_  
SECRETARY



**CERTIFICATE OF A CERTIFYING OFFICIAL AS TO AUTHORITY OF MANAGERS OF**

**RATHBORNE PROPERTIES, L.L.C.**

Christine M. Ouder, who is a certifying official and Secretary of **RATHBORNE PROPERTIES, L.L.C.** (the "Company"), a Louisiana limited liability company, does hereby certify in accordance with the Articles of Organization and the Operating Agreement of the Company that:

The President or any Vice President of this Company be and he is hereby authorized, on behalf of this Company, acting in its capacity as the Manager of **ASHTON PLANTATION ESTATES, L.L.C.** ("Ashton"), to do any and all things deemed by him to be necessary or appropriate for the purpose of carrying out the business activities of Ashton, including, without limitation, (i) to purchase, sell, exchange, lease or mortgage any immovable (real) or movable (personal) property on behalf of Ashton or to authorize any person or entity to act on behalf of Ashton to sell, exchange, lease, subdivide or apply for any zoning changes of any immovable property owned by Ashton, and (ii) to execute any agreements by Ashton with any person, firm or corporation to effect the formation, amendment and/or merger of Ashton or any other partnership, corporation or limited liability company that this Company may be a member or shareholder, all upon such terms, conditions, stipulations and provisions as the officer executing same shall deem proper to incorporate.

**FURTHER RESOLVED**, that the President or any Vice President of this Company be and he hereby is authorized, empowered and directed to execute and deliver the above described document with such changes, modifications, additions and deletions as he may in his sole and uncontrolled discretion approve, which changes, modifications, additions and deletions he is hereby authorized to make, his signature on any documents constituting conclusive evidence of his approval thereof so that any such document shall be valid and binding on the parties thereto and that any and all transactions by such officers of this Company on its behalf and in its name are, in all respects, hereby ratified, confirmed and adopted, such transactions to the extent they were done prior to this authorization are given retroactive effect.

\* \* \* \* \*

**C E R T I F I C A T E**

As Secretary of **RATHBORNE PROPERTIES, L.L.C.**, I hereby certify that the foregoing is a true and correct copy of certificate of **RATHBORNE PROPERTIES, L.L.C.**, and that said certificate has not been rescinded, modified or recalled, and is in full force and effect.

I further certify that **JEFFREY W. PETERS** is the Executive Vice President and a Manager of this Company.

WITNESS my signature on this 29<sup>th</sup> day of April, 2020.

  
Christine M. Ouder, Secretary



**CERTIFICATE OF A CERTIFYING OFFICIAL AS TO AUTHORITY OF MANAGERS OF  
RATHBORNE PROPERTIES, L.L.C. TO ACT FOR ASHTON PLANTATION ESTATES, LLC**

**CHRISTINE M. OUDER**, who is a certifying official and Secretary of **RATHBORNE PROPERTIES, L.L.C. ("RPLLC")**, a Louisiana limited liability company, does hereby certify in accordance with the Articles of Organization and the Operating Agreement of RPLLC that:


1. RPLLC is a Manager and a certifying official of **ASHTON PLANTATION ESTATES, LLC** a Louisiana limited liability company (the "Company") and, in accordance with the Articles of Organization of the Company, is authorized to certify the authority of any person to take actions on behalf of the Company, including but not limited to the authority to take actions referred to in La. R.S. 12:1318 (B).
2. RPLLC, as a Manager of the Company, is authorized to (i) act on behalf of the Company in all matters in the ordinary course of its business, (ii) buy, acquire, sell, lease, convey, exchange, dispose of, make capital contributions, manage, lease or operate real or immovable property, personal or movable property, whether tangible, intangible, corporeal or incorporeal, including all property now owned or hereinafter acquired by, the Company, whether now or in the future, for such consideration as RPLLC, as a Manager, may deem appropriate, including for cash, credit, a combination of both or exchange of property rights, and (iii) execute any deeds, leases, acts and documents in furtherance thereof, containing such terms and conditions as RPLLC, as a Manager of the Company, may deem necessary, proper and/or advisable.
3. The President, the Executive Vice President or any Vice President of RPLLC, acting in its capacity as a Manager of the Company, is authorized, empowered and directed to execute and deliver any documents incorporating or enacting the above described authorized acts with such changes, modifications, additions and deletions as he may in his sole and uncontrolled discretion approve, which changes, modifications, additions and deletions he is hereby authorized to make. Such officer's signature on any such documents will constitute conclusive evidence of his approval thereof so that any such document shall be valid and binding on the parties thereto and that any and all transactions by such officers of RPLLC, acting in its capacity as a Manager of the Company on its behalf and in its name, are, in all respects, hereby ratified, confirmed and adopted with such transactions to the extent they were done prior to this authorization are hereby given retroactive effect.

**C E R T I F I C A T E**

As Secretary of **RATHBORNE PROPERTIES, L.L.C.**, I hereby certify that the foregoing is a true and correct copy of certificate of **RATHBORNE PROPERTIES, L.L.C.**, acting in its capacity as Manager of the Company, and that said certificate has not been rescinded, modified or recalled and is in full force and effect.

I further certify that **PHILIP DENORMANDIE** is the President and **JEFFREY W. PETERS** is the Executive Vice President of **RATHBORNE PROPERTIES, L.L.C.**

WITNESS my signature on this 29<sup>th</sup> day of April, 2020.



Christine M. Ouder, Secretary

ACT OF DEDICATION

UNITED STATES OF AMERICA

BY: ASHTON PLANTATION ESTATES, L.L.C.

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, that on this \_\_\_\_\_ day of \_\_\_\_\_, in the  
year of Our Lord Two Thousand and Twenty,

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and  
qualified in and for the aforesaid Parish and State, therein residing, and in the presence of  
the two competent witnessed hereinafter named and undersigned,  
PERSONALLY CAME AND APPEARED;

Ashton Plantation Estates, L.L.C., a limited liability company organized and  
existing under and by the laws of the State of Louisiana with its domicile in  
the Parish of Jefferson, within said State, herein appearing by and through  
Rathborne Properties, Inc., its Manager, herein appearing by and through  
Jeffrey W. Peters, its Executive Vice President, and J.B. Levert Land  
Company, its Manager, herein appearing by and through Louis M. Andolsek,  
its President. (Hereinafter sometimes referred to as "Ashton");

MAILING ADDRESS: P.O. Box 157  
Harvey, Louisiana 70059

Ashton declared unto me, Notary, that it is the owner of a certain tract of real  
property situated on the West Bank of St. Charles Parish, which lands are designated as  
Ashton Plantation, Phase 2-B being a portion of Sections 97 and 98, T13S, R20E, St.  
Charles Parish, Louisiana, shown on a survey of said subdivision which survey was  
prepared by Gassen Surveying, LLC, dated February 26, 2020, signed by Louis J. Gassen,  
Jr., Registered Land Surveyor, which survey is entitled "Ashton Plantation, Phase 2-B, (Into  
Lots 4,5,6, 48 Through 72, Sq. 11) in Sections 97 and 98, T13S, R20E, St. Charles Parish,  
Louisiana" (hereinafter referred to as the "Final Plat"), a copy of which is attached to and  
made part of this Act; and

Ashton further declared unto me that it has caused that portion of the above  
property designated as Ashton Plantation Phase 2-B on the Final Plat referred to above to  
be laid out in squares and lots on the plan of survey and/or re-subdivision referred to  
above, which Final Plat creates Phase 2-B of Ashton Plantation Subdivision, a copy of  
which is attached and made part hereof; and

Ashton further declared unto me, Notary, that on the Final Plat it has laid out certain  
streets within the Ashton Plantation Subdivision which are named and identified in

accordance with the annexed Final Plat as Cove Pointe Drive, Moonlight Cove Lane, and Engle Cove Court, which streets in regard to this dedication, are more fully described in accordance with said plan as follows to wit:

**PORTION OF COVE POINTE DRIVE, ASHTON PLANTATION, PHASE 2-B,  
ST. CHARLES PARISH**

A certain portion of ground situated in the Parish of St. Charles, State of Louisiana, on the West Bank of the Mississippi River, in Section 97, Township 13 South Range 20 East in that portion of Ashton Plantation, designated as a portion of COVE POINTE DRIVE, being a Right of Way to be dedicated to St. Charles Parish, and more particularly described as follows:

BEGIN at the northwesterly corner of Cove Pointe Drive right of way (also being the Phase 2-A/ Phase 2-B line), proceed S85°29' 46"E along said Phase line a distance of 54.10 feet to a point on a curve, thence along the arc of a curve to the left having a radius 775.00 feet a distance 58.11 feet (a chord of 58.10 feet and a chord bearing of S25°33' 45" W), thence S23°24' 52"W a distance of 119.88 feet to a point of curvature, thence along the arc of a curve to the right having a radius of 1,525.00 feet a distance of 40.99 feet (a chord of 40.99 feet and a chord bearing of S24°11'04"W), thence N66°40' 20"W a distance of 50.02 feet to a point on a curve, thence along the arc of a curve to the left having a radius of 1,475.00 feet a distance of 16.53 feet (a chord of 16.53 feet and a chord bearing of N24°41' 19"E), thence along the arc of a curve to the left having a radius of 10.00 feet a distance of 15.87 feet (a chord of 14.26 feet and a chord bearing of N21°06' 32" W), thence N23°38'48"E a distance of 50.00 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 10.00 feet a distance of 15.71 feet (a chord of 14.14 feet and a chord bearing of N68°24' 52"E), thence N23°24'52"E a distance of 74.25 feet to a point of curvature, thence along the arc of a curve to the right having a radius of 825.00 feet a distance of 40.54 feet (a chord of 40.53 feet and a chord bearing of N24°49' 20"E) to the POINT OF BEGINNING.

All as more fully shown on a plan by Gassen Surveying,  
LLC, Louis J Gassen Jr, PLS dated February 26, 2020.

**MOONLIGHT COVE LANE, ASHTON PLANTATION, PHASE 2-B, ST.  
CHARLES PARISH, LOUISIANA**

A certain portion of ground situated in the Parish of St. Charles, State of Louisiana, on the West Bank of the Mississippi River, in Sections 97 and 98, Township 13 South Range 20 East in that portion of Ashton Plantation, designated as MOONLIGHT COVE LANE, being a Right of Way to be dedicated to St. Charles Parish, and more particularly described as follows:

BEGIN at the southern point of tangency of Moonlight Cove Lane and the western edge of Cove Pointe Drive right of way, proceed N66°35' 08"W a distance of 52.25 feet to a point of curvature, thence along the arc of a curve to the right having a radius of 355.00 feet a distance of 83.52 feet (a chord of 83.33 feet and a chord bearing of N59°50' 44"W), thence N53°06' 20" W a distance of 208.08 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 205.00 feet a distance of 243.88 feet (a chord of 229.75 feet and a chord bearing of N87°11' 14" W), thence S58°43' 52" W a distance of 101.97 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 23.55 feet (a chord of 22.69 feet and a chord bearing of S31°44' 49"W) to a point of a reverse curve, thence along the arc of a curve to the right having a radius of 60.00 feet a distance of 301.53 feet (a chord of 70.59 feet and a chord bearing of N31° 16'

08"E) to a point of a reverse curve, thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 23.55 feet (a chord of 22.69 feet and a chord bearing of N85°42' 54"E), thence N58°43'52"E a distance of 101.97 feet to a point of curvature, thence along the arc of a curve to the right having a radius of 255.00 feet a distance of 187.24 feet (a chord of 183.06 feet and a chord bearing of N79°45'59"E) to a point of a reverse curve, thence along the arc of a curve to the left having a radius of 10.00 feet a distance of 14.38 feet (a chord of 13.18 feet and a chord bearing of N59°35'48"E), thence S71°36' 31 "E, a distance of 50.00 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 10.00 feet a distance of 14.38 feet (a chord of 13.18 feet and a chord bearing of S22°48'49"E) to a point of reverse curve, thence along the arc of a curve to the right having a radius of 255.00 feet a distance of 48.57 feet (a chord of 48.50 feet and a chord bearing of S58°33'44"E), thence S53°06' 20"E a distance of 208.08 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 305.00 feet a distance of 71.76 feet (a chord of 71.59 feet and a chord bearing of S59°50' 44"E), thence S66°35' 08"E a distance of 52.45 feet, thence S23°38'48"W a distance of 50.00 feet to the POINT OF BEGINNING.

All as more fully shown on a plan by Gassen Surveying,  
LLC, Louis J Gassen Jr, PLS dated February 26, 2020.

**ENGLE COVE COURT, ASHTON PLANTATION, PHASE 2-B, ST.  
CHARLES PARISH, LOUISIANA**

A certain portion of ground situated in the Parish of St. Charles, State of Louisiana, on the West Bank of the Mississippi River, in Section 97, Township 13 South Range 20 East in that portion of Ashton Plantation, designated as ENGLE COVE COURT, being a Right of Way to be dedicated to St. Charles Parish, and more particularly described as follows:

BEGIN at the northern point of tangency of Moonlight Cove Lane and the western edge of Engle Cove Court proceed N18°23'29"E a distance of 23.90 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 23.55 feet (a chord of 22.69 feet and a chord bearing of N08°35'33"W) to a point of reverse curve, thence along the arc of a curve to the right having a radius of 60.00 feet a distance of 301.53 feet (a chord of 70.59 feet and a chord bearing of S71°36' 31"E) to a reverse curve, thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 23.55 feet (a chord of 22.69 feet and a chord bearing of S45°22' 32"W), thence S18°23'29"W a distance of 23.90 feet, thence N71°36'31"W a distance of 50.00 feet to the POINT OF BEGINNING.

All as more fully shown on a plan by Gassen Surveying,  
LLC, Louis J Gassen Jr, PLS dated February 26, 2020.

Ashton further declared unto me, Notary, that on the aforesaid Final Plat, it has also designated and labeled various servitudes for water, utility and drainage purposes; and

Ashton further declared unto me, Notary, that under the covenants, conditions and stipulations hereinafter recited it does, by these presents, dedicate portions of the following streets located all within Phase 2-B of Ashton Plantation, namely: Cove Pointe Drive, Moonlight Cove Lane, and Engle Cove Court, as hereinabove described and does hereby grant the various servitudes for water, utility and drainage purposes, all as shown on the



annexed Final Plat, to public use, unto and in favor of the Parish of St. Charles, the inhabitants of the parish of St. Charles, and to the public in general; and

Ashton further declared unto me, Notary, that the aforesaid dedication and grant are subject to all of the following terms and conditions, to wit:

1. The dedication of the fee ownership of the property covered by the streets identified hereinabove as Cove Pointe Drive, Moonlight Cove Lane, and Engle Cove Court, only as far as said streets are located in Phase 2-B of Ashton Plantation.
2. The herein grant of the various servitudes for water, utility and drainage purposes shall constitute the granting only of a "personal servitude of right of use" being a "limited personal servitude" in favor of St. Charles Parish. Ashton does hereby reserve all other rights of fee ownership to that portion of the aforesaid Phase 2-B of Ashton Plantation Subdivision which comprises the various servitudes for water, utility and drainage purposes, and that portion of the various servitudes for water, utility and drainage purposes.
3. Ashton does hereby reserve all rights of ownership to all of the oil, gas and other minerals in, on and under the property covered and affected by the streets identified hereinabove and by the aforesaid water, utility and drainage servitudes granted herein. In that connection, Ashton does, however, agree to prohibit the use of any part of the surface of any of the property covered by the streets and servitudes with respect to the exploration, development or production of minerals pursuant to this reservation. This reservation is made in accordance with Ashton's plan and intention to reserve all of the mineral rights in, on and under all of the lots in the Ashton Plantation, Phase 2-B, whereby, however, Ashton will likewise impose a restriction on the entire subdivision against any use

of the surface of any lot for the exploration, development or production of minerals, or by any other binding means of strict surface operations in regard to mineral exploration in this subdivision.

4. The herein dedication of streets and grant of servitudes for water, utility and drainage purposes are made by Ashton without any warranty whatsoever except as provided for herein.
5. St. Charles Parish must bind and obligate itself not to use the property dedicated herein for street purposes in any manner which would be inconsistent with or detrimental to such use as a public street. St. Charles Parish must further bind and obligate itself to use the water, utility and drainage servitudes granted herein only for water, utility and drainage purposes.
6. This dedication and grant are conditioned upon St. Charles Parish maintaining and policing the streets dedicated herein, and maintaining the various water, utility and drainage facilities within the various water, utility and drainage servitudes areas.
7. The grant herein of various servitudes for water, utility and drainage purposes shall be used exclusively for those purposes and Ashton reserves the right to use or grant any other rights with respect to said property not inconsistent with the aforesaid servitudes for water, utility and drainage purposes. The herein granted water, utility and drainage servitudes shall not be utilized so as to unreasonably interfere with or impair ingress and egress from the streets dedicated herein to any of the lots in the Ashton Plantation Subdivision.
8. Ashton warrants that the herein dedication of streets and grant of servitudes are free of any liens and/or encumbrances and that no lots have been sold or alienated prior to the date hereof.
9. The dedication and grant made herein are made subject to any

existing servitudes affecting the "Ashton Plantation, Phase 2-B Subdivision", such as by way of illustration by not limitation pipeline servitudes and levees.

10. The herein dedication and grant shall inure to the benefit of St. Charles Parish or any successor governmental body of St. Charles Parish, which shall be bound by all of the terms and conditions hereof.
11. Ashton warrants that all utilities and streets have been placed within the servitudes granted herein.

AND NOW, to these presents, personally came and intervened:

ST. CHARLES PARISH, herein appearing by and through Matthew Jewell, Parish President, duly authorized by virtue of an Ordinance of the St. Charles Parish Council adopted on \_\_\_\_\_, a certified copy of which is annexed hereto and made part hereof, and said St. Charles Parish does hereby accept, approve and ratify the herein dedication and grant under all of the terms and conditions as contained hereinabove, and does also hereby acknowledge that the construction of all of the streets dedicated herein has been satisfactorily completed in accordance with all requirements and that all water, utility and drainage facilities have been likewise satisfactorily completed in accordance with all requirements and St. Charles Parish does hereby accept all of said streets, and water, utility and drainage facilities and assumes the maintenance thereof.

THUS DONE AND PASSED, in triplicate originals, in my office on the day, month

and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading the whole.

ASHTON PLANTATION ESTATES, L.L.C.

By: Rathborne Properties, L.L.C., Its Manager

BY: Jeffrey W. Peters  
Jeffrey W. Peters, Executive Vice-President

J.B. Levert Land Company, Its Manager

BY: Louis M. Andolsek  
Louis M. Andolsek, President

WITNESSES:

Patricia Comardelle  
Patricia Comardelle

Jackie Vanacor  
Jackie Vanacor

Louis G. Authement  
Notary Public  
Notary Bar No. 20089

WITNESSES:

ST. CHARLES PARISH

BY: Matthew Jewell  
Matthew Jewell  
Parish President

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

Bar No.: \_\_\_\_\_

CERTIFICATE FROM CERTIFYING OFFICIAL OF  
J. B. LEVERT LAND COMPANY, L.L.C.

**PAMELA TAPIE** who is a certifying official and Secretary of J. B. LEVERT LAND COMPANY, L.L.C. (the "Company"), a Louisiana limited liability company, does hereby certify in accordance with the Articles of Organization and the Amended and Restated Operating Agreement of the Company that:

1. J. B. LEVERT LAND COMPANY, L.L.C. is a Manager of **ASHTON PLANTATION ESTATES, LLC** a Louisiana limited liability company (the "Company") and, in accordance with the Articles of Organization of the Company, is authorized to certify the authority of any person to take actions on behalf of the Company, including but not limited to the authority to take actions referred to in La. R.S. 12:1318 (B).
2. J. B. LEVERT LAND COMPANY, L.L.C., as a Manager of the Company, is authorized to (i) act on behalf of the Company in all matters in the ordinary course of its business, (ii) buy, acquire, sell, lease, convey, exchange, dispose of, make capital contributions, manage, lease or operate real or immovable property, personal or movable property, whether tangible, intangible, corporeal or incorporeal, including all property now owned or hereinafter acquired by, the Company, whether now or in the future, for such consideration as it, as a Manager, may deem appropriate, including for cash, credit, a combination of both or exchange of property rights, and (iii) execute any deeds, leases, covenants, restrictions, acts and documents in furtherance thereof, containing such terms and conditions as it, as a Manager of the Company, may deem necessary, proper and/or advisable.
3. The President, or any Vice President, acting in its capacity as a Manager of the Company, is authorized, empowered and directed to execute and deliver any documents incorporating or enacting the above described authorized acts with such changes, modifications, additions and deletions as he may in his sole and uncontrolled discretion approve, which changes, modifications, additions and deletions he is hereby authorized to make. Such officer's signature on any such documents will constitute conclusive evidence of his approval thereof so that any such document shall be valid and binding on the parties thereto and that any and all transactions by such officers acting in its capacity as a Manager of the Company on its behalf and in its name, are, in all respects, hereby ratified, confirmed and adopted with such transactions to the extent they were done prior to this authorization are hereby given retroactive effect.

\* \* \* \* \*

C E R T I F I C A T E

As Secretary of J. B. LEVERT LAND COMPANY, L.L.C., I hereby certify that the foregoing is a true and correct copy of authorizations and resolutions duly and legally adopted in accordance with the Articles of Organization and the Amended and Restated Operating Agreement of J. B. LEVERT LAND COMPANY, L.L.C., and that said authorizations and resolutions have not been rescinded, modified or recalled, and are in full force and effect.

I further certify that **LOUIS M. ANDOLSEK, Jr.** is the President and Manager and **PAMELA TAPIE** is a Vice President and Secretary of this Company.

WITNESS my signature on this 28th day of April, 2020.

  
SECRETARY



CERTIFICATE OF A CERTIFYING OFFICIAL AS TO AUTHORITY OF MANAGERS OF

RATHBORNE PROPERTIES, L.L.C.

Christine M. Ouder, who is a certifying official and Secretary of **RATHBORNE PROPERTIES, L.L.C.** (the "Company"), a Louisiana limited liability company, does hereby certify in accordance with the Articles of Organization and the Operating Agreement of the Company that:

The President or any Vice President of this Company be and he is hereby authorized, on behalf of this Company, acting in its capacity as the Manager of **ASHTON PLANTATION ESTATES, L.L.C.** ("Ashton"), to do any and all things deemed by him to be necessary or appropriate for the purpose of carrying out the business activities of Ashton, including, without limitation, (i) to purchase, sell, exchange, lease or mortgage any immovable (real) or movable (personal) property on behalf of Ashton or to authorize any person or entity to act on behalf of Ashton to sell, exchange, lease, subdivide or apply for any zoning changes of any immovable property owned by Ashton, and (ii) to execute any agreements by Ashton with any person, firm or corporation to effect the formation, amendment and/or merger of Ashton or any other partnership, corporation or limited liability company that this Company may be a member or shareholder, all upon such terms, conditions, stipulations and provisions as the officer executing same shall deem proper to incorporate.

**FURTHER RESOLVED**, that the President or any Vice President of this Company be and he hereby is authorized, empowered and directed to execute and deliver the above described document with such changes, modifications, additions and deletions as he may in his sole and uncontrolled discretion approve, which changes, modifications, additions and deletions he is hereby authorized to make, his signature on any documents constituting conclusive evidence of his approval thereof so that any such document shall be valid and binding on the parties thereto and that any and all transactions by such officers of this Company on its behalf and in its name are, in all respects, hereby ratified, confirmed and adopted, such transactions to the extent they were done prior to this authorization are given retroactive effect.

\* \* \* \* \*

CERTIFICATE

As Secretary of **RATHBORNE PROPERTIES, L.L.C.**, I hereby certify that the foregoing is a true and correct copy of certificate of **RATHBORNE PROPERTIES, L.L.C.**, and that said certificate has not been rescinded, modified or recalled, and is in full force and effect.

I further certify that **JEFFREY W. PETERS** is the Executive Vice President and a Manager of this Company.

WITNESS my signature on this 29th day of April, 2020.



Christine M. Ouder, Secretary

**CERTIFICATE OF A CERTIFYING OFFICIAL AS TO AUTHORITY OF MANAGERS OF  
RATHBORNE PROPERTIES, L.L.C. TO ACT FOR ASHTON PLANTATION ESTATES, LLC**

**CHRISTINE M. OUDER**, who is a certifying official and Secretary of **RATHBORNE PROPERTIES, L.L.C.** ("RPLLC"), a Louisiana limited liability company, does hereby certify in accordance with the Articles of Organization and the Operating Agreement of RPLLC that:

1. RPLLC is a Manager and a certifying official of **ASHTON PLANTATION ESTATES, LLC** a Louisiana limited liability company (the "Company") and, in accordance with the Articles of Organization of the Company, is authorized to certify the authority of any person to take actions on behalf of the Company, including but not limited to the authority to take actions referred to in La. R.S. 12:1318 (B).
2. RPLLC, as a Manager of the Company, is authorized to (i) act on behalf of the Company in all matters in the ordinary course of its business, (ii) buy, acquire, sell, lease, convey, exchange, dispose of, make capital contributions, manage, lease or operate real or immovable property, personal or movable property, whether tangible, intangible, corporeal or incorporeal, including all property now owned or hereinafter acquired by, the Company, whether now or in the future, for such consideration as RPLLC, as a Manager, may deem appropriate, including for cash, credit, a combination of both or exchange of property rights, and (iii) execute any deeds, leases, acts and documents in furtherance thereof, containing such terms and conditions as RPLLC, as a Manager of the Company, may deem necessary, proper and/or advisable.
3. The President, the Executive Vice President or any Vice President of RPLLC, acting in its capacity as a Manager of the Company, is authorized, empowered and directed to execute and deliver any documents incorporating or enacting the above described authorized acts with such changes, modifications, additions and deletions as he may in his sole and uncontrolled discretion approve, which changes, modifications, additions and deletions he is hereby authorized to make. Such officer's signature on any such documents will constitute conclusive evidence of his approval thereof so that any such document shall be valid and binding on the parties thereto and that any and all transactions by such officers of RPLLC, acting in its capacity as a Manager of the Company on its behalf and in its name, are, in all respects, hereby ratified, confirmed and adopted with such transactions to the extent they were done prior to this authorization are hereby given retroactive effect.

**C E R T I F I C A T E**

As Secretary of **RATHBORNE PROPERTIES, L.L.C.**, I hereby certify that the foregoing is a true and correct copy of certificate of **RATHBORNE PROPERTIES, L.L.C.**, acting in its capacity as Manager of the Company, and that said certificate has not been rescinded, modified or recalled and is in full force and effect.

I further certify that **PHILIP DENORMANDIE** is the President and **JEFFREY W. PETERS** is the Executive Vice President of **RATHBORNE PROPERTIES, L.L.C.**

WITNESS my signature on this 29<sup>th</sup> day of April, 2020.



Christine M. Ouder, Secretary



## WARRANTY BOND

**Bond No.** 1001141615

KNOW ALL MEN BY THESE PRESENTS, That we, Thigpen Construction Co., Inc. and Ashton Plantation Estates, LLC, as Principal, and **U. S. Specialty Insurance Company**, a corporation organized under the laws of the State of Texas, and authorized to do surety business in the State of Louisiana, as Surety, are held and firmly bound unto St. Charles Parish, as Obligee, in the sum of Seventy-Eight Thousand Three Hundred Seventy-Two & 30/100 ----- Dollars (\$78,372.30), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, on the 14th day of August, 20 19, Thigpen Construction Co., Inc entered a contract with Ashton Plantation Estates, LLC for the Ashton Plantation Phase 2B

WHEREAS, under the terms of the specifications for said work, the Principal is required to give a bond for Seventy-Eight Thousand Three Hundred Seventy-Two & 30/100 ----- Dollars (\$78,372.30), to protect the Obligee against the result of faulty materials or workmanship, general wear and tear excepted, for a period of 18 months after the date of acceptance of the improvements by Obligee.

NOW, THEREFORE, if the Principal shall for a period of 18 months from the date of acceptance of the work performed under the contract by Obligee, replace any and all defects arising in said work whether resulting from defective materials or defective workmanship, general wear and tear excepted, then the above obligation to be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 5th day of February, 2020.

Principal(s):

Thigpen Construction Co., Inc.

By: [Signature]

Ashton Plantation Estates, LLC

By: [Signature]

**U.S. Specialty Insurance Company**

By: Kathleen B. Scarborough

Kathleen B. Scarborough, Attorney-in-Fact



**TOKIOMARINE  
HCC**

## POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Dewey B. Mason,  
Kathleen B. Scarborough, Susan Skrmetta, John W. Nance**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Unlimited\*\*\*\*\* Dollars

(\*\*\*\*\*Unlimited\*\*\*\*\*). This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1<sup>st</sup> day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

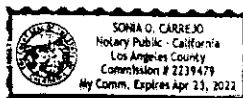
On this 1<sup>st</sup> day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice-President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 5<sup>th</sup> day of February, 2020.

Corporate Seals

Bond No. 1001141615

Agency No. 17033



Kio Lo, Assistant Secretary



# St. Charles Parish Recording Page

Lance Marino  
Clerk of Court  
St. Charles Parish Courthouse  
PO Box 424  
Hahnville, LA 70057  
(985) 783-6632

Received From :  
RIVERVIEW TITLE  
LOUIS AUTHEMENT  
13919 RIVER ROAD SUITE 300  
LULING, LA 70070

**First VENDOR**

ASHTON PLANTATION ESTATES LLC

**First VENDEE**

ASHTON PLANTATION PHASE 2-B

Index Type : CONVEYANCE  
Type of Document : RESTRICTIONS

Entry Number : 448554

Book : 890 Page : 657

Recording Pages : 29

**Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Charles Parish, Louisiana.

*Lance Marino*  
Clerk of Court

CLERK OF COURT  
LANCE MARINO  
Parish of St. Charles

I certify that this is a true copy of the attached  
document that was filed for registry and  
Recorded 05/04/2020 at 9:37:10  
Recorded in Book 890 Page 657  
File Number 448554

*Jonni Mae Mader*  
Deputy Clerk

On (Recorded Date) : 05/04/2020

At (Recorded Time) : 9:37:10AM



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**DECLARATION OF COVENANTS & RESTRICTIONS  
FOR PHASE 2-B  
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</b>	*	<b>PARISH OF JEFFERSON</b>
<b>FOR PHASE 2-B,</b>	*	
<b>AT ASHTON PLANTATION</b>	*	
	*	

**BE IT KNOWN**, that on this \_\_\_\_ day of the month of January, 2020, before me, Louis G. Authement, a Notary Public, duly commissioned and qualified in and for the Parish of St. Charles, 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 Jeffrey W. Peters, its Executive Vice-President and Manager, herein represented by J. B. Levert Land Company, Inc., its Manager, herein represented by Louis M. Andolsek, its President, (hereinafter referred to as the "Declarant").

WHEREAS, Declarant is the owner of Ashton Plantation, Phase 2-B, St. Charles Parish, State of Louisiana which is more particularly described as Lots 4 through 6 and Lots 48 through 72, Square 11; the Lake (shown as Reserve L and the Lake Servitudes, all as hereinafter defined); the Landscape Areas (as hereinafter defined); Ashton Plantation, Phase 2-A, 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 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 52, 53, 54, 55, 60, 61, 62, 63, and 64, Square 11.

**"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.

**"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 Servitudes. (Lots 61 through 69, Square 11).

**"Lake"** shall mean the lake which is located on the Property and located in the Lake Servitudes and in Reserve L, 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 I, K, L, M and N as shown on the Plat, 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

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.

**"Licensed Contractor(s)"** shall mean a residential building contractor who holds a Louisiana Residential license and is authorized under said license to construct improvements in excess of seventy-five thousand (\$75,000) dollars.

**"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 4.

**"Rear Yard Fence"** shall mean the fence along the rear Lot lines of Lots 4 through , Square 11 and the side Lot line of Lots 10 and 11, Square 11.

**"Recreational Area"** shall mean all 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.

**"Solar Panels"** mean any device, equipment, panel or combination of elements which relies on sunlight as an energy source and generates electricity from such sunlight.

**"Street(s)"** shall mean the right of way for the streets and cul-de-sacs shown on the Plat, namely Moonlight Cove Lane, Engle Cove Court, and Cove Pointe Drive, 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 4 through 6, Square 11, 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 attorney's 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.** With the exception of construction signs that are required by law to be displayed during the construction of improvements, 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 ensure 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.

The Lot Owner may petition the Architectural Control Committee for permission to install a second satellite dish of twenty-four (24") inches or less in diameter. Approval of a second satellite dish is in the sole discretion of the Architectural Control Committee. Installation of a second satellite dish shall be governed by the provisions of this section.

**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 with the boundaries of the Lake Servitude. Pool decks shall not be located with the boundaries of the Lake Servitude. Pool decks located within twenty (20') 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.
- (c) No Playground Equipment. Playground equipment including but not limited to gym sets 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 with 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. No detached building constructed with an overhead door is permitted. 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 twelve (12") 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 twelve (12") inches above the centerline of the Street shall be accomplished with a dropped 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 alongside 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 three (3") inches above the top of the curb elevation.
- (4) Subject to the provision that rear Lot lines must match the existing grade of Lots that have already been built upon, rear Lot lines shall be filled to twelve (12") 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:



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 either five (5.0') feet or ten (10.0') 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. Exhibit "C" which is attached hereto and made a part hereof shows the five (5.0') feet and ten (10.0') feet setbacks for each Lot. The Architectural Control Committee will not grant waivers or moratoriums to these interior side Lot lines setbacks. No Residence shall be located on any Lot nearer than twenty (20') feet to the rear Lot line. No detached buildings shall be located nearer than 5 feet to the rear Lot line. All measurements shall be from the sill lines to the edge of the Lot lines. 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 Solar Panels.** The Solar Panel shall be located based upon the following order of preference. Preference 1 is the highest and most preferred; preference 4 is the lowest and least preferred. A solar device shall be located in the highest preference possible. The order of preference for the location of a solar device is as follows:



- (1) as a building-integrated photo-voltaic device;
- (2) flush mounted (9" maximum above the roofline) panel on an accessory structure roof;
- (3) as a detached array of solar devices located in the rear yard; and
- (4) flush mounted roof panel on the primary structure of the Improvements.

In no case shall a Solar Panel be located on a front facing façade of the main Improvement or an accessory structure and it shall not be installed in such a manner that it is visible from any Street. On side roofs of the main Improvements, the Solar Panel must be located a minimum of 10' back from the furthest most front edge of the roof. Solar Panels located in the rear yard as a detached array from the Improvements must be enclosed by a 6' high opaque fence and must not be visible above the fence line. Solar Panels located on the side roofs shall have large trees or shrubs located at the front of the house to screen the solar devices as much as possible.

Roof mounted Solar Panels shall not break the existing ridgeline of the roof to which the panels are mounted. All mounting structures shall be on the same roofline as the panels. Elevated solar arrays which do not follow the orientation of the roofline are not allowed.

Solar Panels which appear as an awning may be mounted onto buildings side or rear facades or decks if approved by the Architectural Control Committee.

Solar Panels shall be located so as not to alter a roofline or character defining features such as dormers or chimneys. All Solar Panels shall run parallel the original roofline and shall not exceed nine inches (9") above the roofline measured from the bottom of the panel. Solar Panels and related mechanical equipment and mounting structures shall be non-reflective such as an anodized finish. Mechanical equipment associated with the Solar Panel such as invertors, convertors and tubing attached to the building fascia shall be painted to match the building color to blended into the building.

Any Solar Panel that falls into a state of disrepair or that ceases to be fully operational for more than 90 days shall be removed and properly discarded by the Lot Owner.

**Section 5.18 Natural Gas Service.** All Improvements shall be constructed such that natural gas shall be used for central heating and water heating.

**Section 5.19 Licensed Contractors.** Each Lot Owner shall only use Louisiana Licensed 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 cannot 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. As an exception to the above, a Licensed Contractor approved by Declarant shall not owe dues until the earlier of the following: one year from the date of purchase of a Lot from Declarant or upon the sale of said Lot to another party whichever occurs first. 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, 2068.

**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.

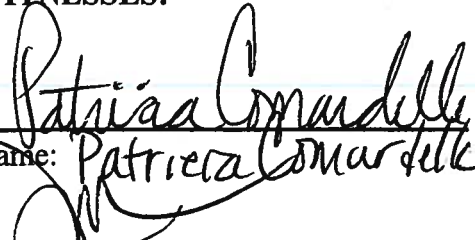
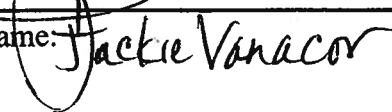
**Section 7.07 Governing Law.** These Restrictions are a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Louisiana.




**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 Luling, 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.

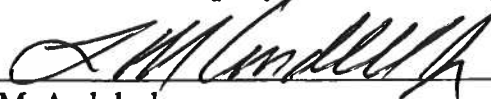
**WITNESSES:**

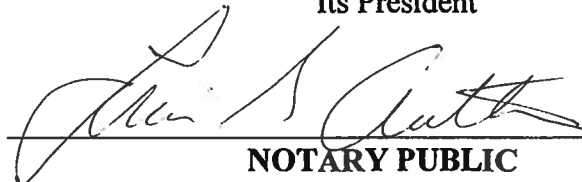
  
Name: Patricia Comandelle  
  
Name: Jackie Vanacor

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

By:   
Jeffrey W. Peters  
Its Vice-President and Manager

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

By:   
Louis M. Andolsek  
Its President



**NOTARY PUBLIC**

Notary Name: Louis G. Authement  
Notary/Bar No. 20089