ACT OF DEDICATION

UNITED STATES OF AMERICA

BY: PECAN BAYOU REAL ESTATE, LLC

STATE OF LOUISIANA

TO: PARISH OF ST. CHARLES

PARISH OF ST. CHARLES

BE IT KNOWN, that on this _____ day of _____, in the year of Our Lord two thousand and twenty (2020),

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 witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

PECAN BAYOU REAL ESTATE, LLC, a limited liability company organized and existing under and by the laws of the State of Louisiana with its domicile in the Parish of St. Charles, within said State, herein appearing through its Member, Jeffery Melancon.

Who after being duly sworn, 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 known as PECAN BAYOU SUBDIVISION and, described as follows:

THOSE CERTAIN PARCELS OF LAND situated in the Parish of St. Charles, State of Louisiana, Town of Hahnville, located in what is known as PECAN BAYOU SUBDIVISION and designated as PARCEL A and PARCEL B, which parcels were approved by the St. Charles Parish Council under Ordinance Nos. 19-1-5 and 19-1-6, respectively. Parcel A is more particularly shown and described on the map by Jeff Ruello, PLS, dated 9/22/18 and revised 12/4/18, dated 6/24/04 recorded in the official records of said parish and state at COB 872 folio 708. Parcel B is more particularly shown and described on the map by Jeff Ruello, PLS, DATED 9/22/18, REVISED 12/4/18, recorded in the official records of said parish and state as COB 872, folio 701. Said parcels of land have the same measurement and dimensions as shown on said maps.

PECAN BAYOU REAL ESTATE, LLC further declared unto me that it has caused that portion of the above property designated as PECAN BAYOU SUBDIVISION on the survey by Stephen P. Flynn., PLS, dated June 11, 2020, to be laid out in lots on the plan of survey and/or resubdivision referred to above, a copy of which is attached and made part hereof; and

PECAN BAYOU REAL ESTATE, LLC further declared unto me, Notary, that on the aforesaid plan of resubdivision it has laid out certain streets within PECAN BAYOU SUBDIVISION which are named and identified in accordance with the annexed plan of Stephen P. Flynn., PLS, dated June 11, 2020, as Oak Street and Butternut Street. Also by this Act, PECAN

BAYOU REAL ESTATE LLC does hereby create the streets identified below including the portion thereof dedicated as being a part of PECAN BAYOU SUBDIVISION, the description of which streets are as follows, to-wit:

That piece or portion of ground being Oak Street and Butternut Street of Pecan Bayou Subdivision. Situated in Section 26, T-13-S, R-20-E, Hahnville, St. Charles Parish, Louisiana per a subdivision plat entitled "Final Plan Pecan Bayou Subdivision" by Stephen P. Flynn, P.L.S., dated June 11, 2020, and being more fully described as follows:

Commence at a point being the southwest intersection of Hickory Street and Oak Street.

Thence proceed in a southwesterly direction along the south right of way of Oak Street being the north line of Lot 3, Block 5, Pecan Grove Subdivision a bearing of S68°20'27"W a distance of 110.00' to a point;

The Point of Beginning

Thence continue in a southwesterly direction along the south right of way of Oak Street being the north line of Lots 1B, 2B, 3B, 4B & 5B, Block 7, Pecan Bayou Subdivision a bearing of S68°20'27"W a distance of 430.00' to a point;

Thence proceed in a northwesterly direction along the west right of way of Butternut Street being the east line of Pecan Bayou Commercial & Lot 1, Block 9, Pecan Bayou Subdivision a bearing of N21°39'33"W a distance of 235.40' to a point;

Thence proceed in a northeasterly direction along the north right of way of Butternut Street being the south line of Land of Aquarius Subdivision a bearing of N61°44'57"E a distance of 50.33' to a point;

Thence proceed in a southeasterly direction along the east right of way of Butternut Street being the west line of Lots 5A & 4A, Block 8, Pecan Bayou Subdivision a bearing of S21°39'33"E a distance of 191.18' to a point;

Thence proceed in a northeasterly direction along the north right of way of Oak Street being the south line of Lots 4A, 3A, 2A & 1A Block 8, Pecan Bayou Subdivision a bearing of N68°20'27"E a distance of 380.00' to a point;

Thence proceed in a southeasterly direction along the existing east right of way of Oak Street a bearing of S21°39'33"E a distance of 50.00' to a point;

The Point of Beginning

The said appearer further declared unto me, Notary, that under the covenants, conditions, and stipulations hereinafter recited it does, by these presents, dedicate in fee simple title to St. Charles Parish, including the property identified as Oak Street and Butternut Street hereinabove described to St. Charles Parish and does hereby grant the various servitudes for utility and drainage purposes, all as shown on the annexed plan by Stephen P. Flynn., PLS, dated June 11, 2020, to the 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.

The said appearer further declared unto me, Notary that the aforesaid dedication and grant of servitudes 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 Oak Street and Butternut Street, only as far as said streets are located within the PECAN BAYOU SUBDIVISION.
- 2. The herein grant of the various servitudes for utility and drainage purposes shall constitute the granting only of a right of use being a limited personal servitude in favor of St. Charles Parish.
- 3. The appearer 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 aforesaid dedication of PECAN BAYOU SUBDIVISION, and the utility and drainage servitudes granted herein. In that connection the appearer does however, agree to prohibit the use of any part of the surface of any of the property covered by Oak Street and Butternut Street and the servitudes granted herein with respect to the exploration, development or production of minerals pursuant to this reservation. This reservation is made in accordance with the appearer's plan and intention to impose a restriction on the entire subdivision against any use of the surface of any lot for the exploration, development, or production of minerals.
- 4. The herein dedication of the streets and grant of servitudes for utility and drainage purposes are made by the appearer without any warranty whatsoever, except as provided herein.
- 5. Appearer warrants that all servitudes and streets have been placed within the servitudes granted herein.
- 6. The Parish binds and obligates 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. The Parish further binds and obligates itself to use the utility and drainage servitudes granted herein only for utility and drainage purposes.
- 7. This dedication and grant are conditioned upon St. Charles Parish maintaining and policing the streets dedicated herein and maintaining the various utility and drainage facilities within the various utility and drainage servitude areas.
- 8. The grant herein of various servitudes for utility and drainage purposes is not exclusive and the appearer reserves the right to use or grant any other rights with respect to said property not inconsistent with the aforesaid servitude grants. The aforesaid grants of servitude for utility and drainage purposes shall not be utilized so as to unreasonably interfere with or impair ingress and egress from the street dedicated herein to any of the lots in the PECAN BAYOU SUBDIVISION.
- 9. The dedication and grant made herein are made subject to any existing servitudes affecting the PECAN BAYOU SUBDIVISION, such as by way of illustration but 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. Appearer warrants that the herein dedication of the street and grant of servitudes are free of any liens and/or encumbrances and that no lots in PECAN BAYOU SUBDIVISION have been sold or alienated prior to the date hereof.

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

ST. CHARLES PARISH, herein appearing through Matthew Jewell, Parish President, duly authorized by virtue of Ordinance of said Parish adopted on _______, a certified copy of which is annexed hereto and made part hereof,

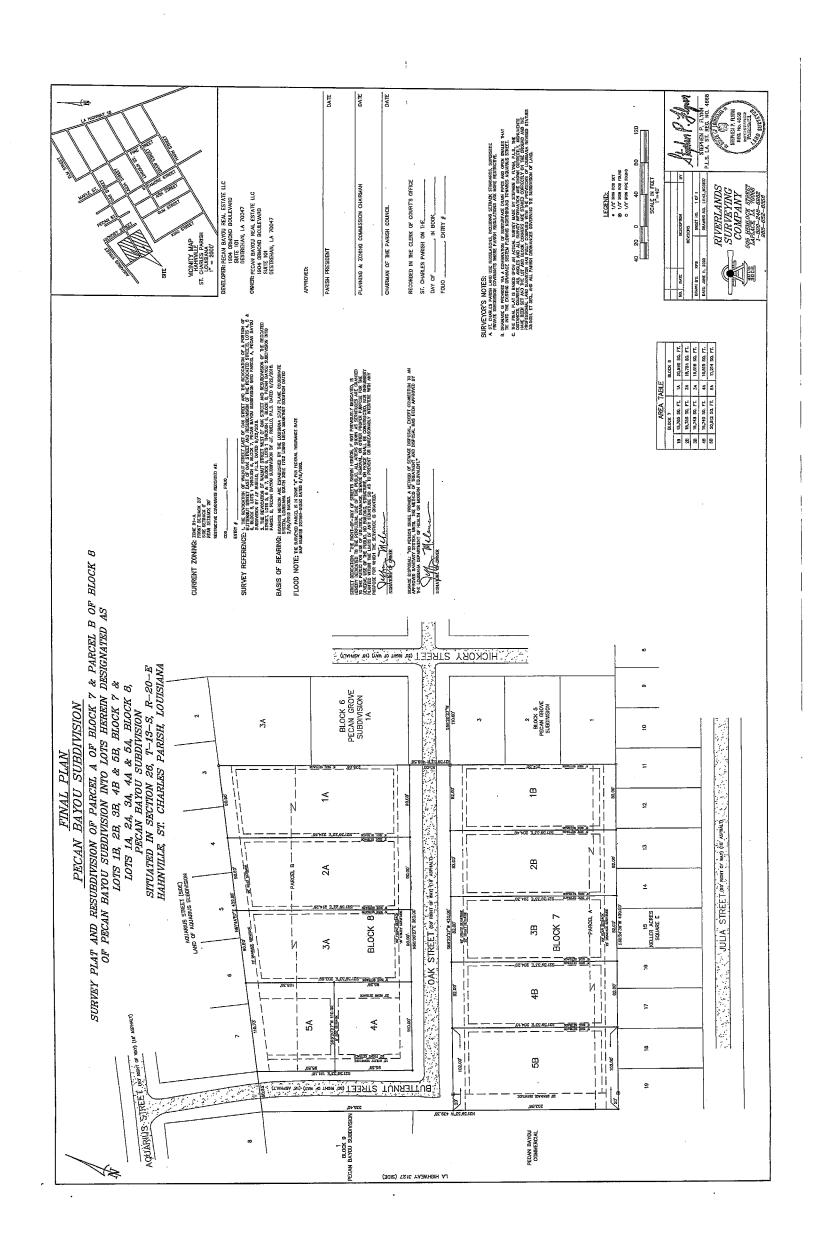
and said St. Charles Parish does hereby accept, approve and ratify the herein dedication and grant under all of the terms and conditions as contained hereinabove, and does also hereby acknowledge that the construction of the streets in said subdivision dedicated herein has been satisfactorily completed in accordance with all requirements, and that all water, utility and drainage facilities in PECAN BAYOU SUBDIVISION have been likewise satisfactorily completed in accordance with all requirements, and St. Charles Parish does hereby accept the said street 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 appearer and me, Notary, after reading of the whole.

d me, Notary, after reading of the whole.
PECAN BAYOU REAL ESTATE, LLC
BY: JEFFERY MELANCON
UBLIC #27403 coriginals, in my office on the day, month and
of the undersigned competent witnesses, who
d me, Notary, after reading of the whole.
ST. CHARLES PARISH BY:
MATTHEW JEWELL PARISH PRESIDENT

NOTARY PUBLIC

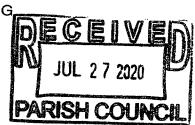
NAME:





St. Charles Parish

PLANNING AND ZONING



MEMORANDUM

Date: July 28, 2020

To: Michelle Impastato

Council Secretary

From: Chris Welker, AICP

Planner II

RE: Final Plat Approval and Acceptance of Improvements – Pecan Bayou Subdivision

The act of dedication (three originals), ordinance, and a copy of the final plat signed by the developer have been transmitted to the Council Office for introduction at the July 27th Council meeting.

Enclosed are the remaining submittal and supporting documents for the final plat approval and dedication of Pecan Bayou Subdivision, including:

- Approval letters from the Departments of Public Works & Wastewater and Waterworks
- Letter requesting final plat approval
- Letter certifying payment of the sewer connection development fee
- Warranty Bond/Irrevocable Letter of Credit and GASB 34
- Maintenance Agreement
- Private Covenants

The above referenced documents will also be forwarded by email.

Pecan Bayou Real Estate, LLC has submitted all required documents and paid the required fees as detailed in the attached letter to the CFO.

The five (5) full size originals of the final plat will be provided on Friday, August 7th, after receiving the Planning Commission Chair's signature at the August 6th Planning Commission meeting.

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 Planning and Zoning.

Memo

To:

Michael Albert, Planning and Zoning Director

From:

Miles B. Bingham, Public Works Director Mass Bay

Cc:

Matt Jewell, Parish President

Parish Council c/o Valerie Berthelot LJ Brady, Assistant Wastewater Director Don Edwards, Senior Parish Engineer

Chandra Sampey, Contract Monitoring Specialist Marny Stein, Development Review Planner

Re:

Pecan Bayou Subdivision

Final Acceptance

Date:

July 23, 2020

The roadway, drainage, sanitary sewer and streetlight facilities have been completed for the above-referenced project in conformance with the approved plans.

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



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

ROBERT BROU DIRECTOR

June 23, 2020

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

Re:

Pecan Bayou

Waterline Installations

Dear Mr. Albert:

The water main installations as shown on Pecan Bayou Subdivision plans, dated September 11, 2019, by Civil and Environmental 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

Róbert Brou

Cc:

Mr. Danny Hebert

Mr. Chris Welker

RB:rcj

St. Charles Parish Council 15045 River Road P.O. Box 302 Hahnville, LA 70057

June 18, 2020

Re: Application for Approval of Final Plat

Dear Ms. Impastato and Council Members:

Please be advised that Pecan Bayou Real Estate LLC is requesting Final Plat approval for Pecan Bayou Subdivision.

Attached are all documents and fees require for approval. We request that this matter be heard and approved at the meeting of the St. Charles Parish Council on July 6, 2020.

Please do not hesitate to contact the undersigned if you require additional information.

Sincerely,

Jeffery Melancon

Pecan Bayou Real Estate LLC 1904 Ormond Blvd. Suite 101

Destrehan, LA 70047

St. Charles Parish Council 15045 River Road P.O. Box 302 Hahnville, LA 70057

June 18, 2020

Re: Certification of Sewer Development Connection Fee

Dear Ms. Impastato and Council Members:

Please be advised that Pecan Bayou Real Estate LLC certifies that the Sewer Connection Development Fee has been paid in full for Pecan Bayou Subdivision.

Please do not hesitate to contact the undersigned if you require additional information.

Sincerely,

Jeffer Melancon Pecan Bayou Real Estate LLC 1904 Ormond Blvd. Suite 101

Destrehan, LA 70047

WARRANTY BOND

Bond No. 1001148333

Thigpen Construction Co., Inc. and Pecan Bayou KNOW ALL MEN BY THESE PRESENTS. That we, Real Estate, 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 . as Obligee										
in the sum of Twenty-Six Thousand Four Hundred Twenty-Nine & 00/100 ——— Dollars										
(\$26,429.00), 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 19th day of March . 20 20 , Thigpen Construction Co., Inc entered a contract with Pecan Bayou Real Estate, LLC for Pecan Bayou Subdivision										
WHEREAS, under the terms of the specifications for said work, the Principal is required to give a bond for Twenty-Six Thousand Four Hundred Twenty-Nine & 00/100 ————————————————————————————————										
NOW, THEREFORE, if the Principal shall for a period of										
SIGNED, SEALED AND DATED this 6th day of July, 2020. Principal(s): Thigpen Construction Co., Inc.										
By: 7 tt. C.										
By: Destern Bayon Real By Ate LLC Jestern Welancon, Member										
U.S. Specialty Insurance Company										
By: <u>Kathless</u> <u>B. Scarborough</u> Kathleen B. Scarborough . Attorney-in-Fact										











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

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

its true and lawful Attomey(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, providing the bond penalty does not exceed

Dollars

Unlimited ... This Power of Attorney shall expire without further action of April 23d 2022 his Power of Attorney shall expire without further action of April 23d 2022 his Power of Attorney 5 granted trinder 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 of any Assistant Secretary shall be and is hereby

sted 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-origineering and construction contracts, and any and all notices and documents and entering or terminating the Company's liability thereunder and any such instruments so executed by any such attorney-in-Fact shall be binding upon the Gompany as it 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 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 comparate seals to be hereto affixed, this day of June 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY

State of California

County of Los Angeles

Bv: Daniel P. Aguilar, Vice President

A=Notaty Public of 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 tauthfulness, accuracy, or validity of that document

On this 1st 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 of the entity upon behalf of which the person acted, executed the instrument.

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.

Can Quel Signatur<u>e</u>

(seal)

P. Klo. Co., Assistant-Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, doctoreby certify that the above and foregoing is a true and correct copy of a Power of Atterney, 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. I, Kio Co, Assistant-Secretary

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this $6 \, \text{th}$ day of July 2020 July

Corporate Seals **I**001148333 Bond No.

Agency No. 17033



Kin In. Ass



isit mincocon/surety for more information

HCCSMANPOA05/2019



Civil & Environmental Consulting Engineers Danny J. Hebert, P.E., L.L.C.

14433 River Road
Hahnville, LA 70057
www.hebertengineering.com
phone: (985) 785-2380

PECAN BAYOU SUBDIVISION GASB 34 REPORT

No.	Description	Quantity	Unit	Unit Cost	Total Cost
Drai	nage System				
1	18" HDPE Pipe	786	LF	\$55.00	\$43,230.00
2	Concrete Headwall	1	EA	\$1,500.00	\$1,500.00
3	Concrete Drop Inlets (3' x 3')	17	EA	\$1,900.00	\$32,300.00
4	New Swale	400	LF	\$5.00	\$2,000.00
	S	ubtotal Construction	Cost of I	Orainage System	\$79,030.00
Sew	er System				
1	Concrete Sewer Manhole	4	EA	\$2,500.00	\$10,000.00
2	6" SDR-35 Sewer House Connection	309	LF	\$40.00	\$12,360.00
3	8" SDR-35 Sewer Pipe	558	LF	\$70.00	\$39,060.00
		Subtotal Construct	ion Cost	of Sewer System	\$61,420.00
Wat	er System	•			
1	6" C900 PVC	494	LF	\$42.00	\$20,748.00
2	3" Sch. 40 PVC Water Service Connection	75	LF	\$5.00	\$375.00
3	6" Valves w/ Boxes	2	EA	\$2,500.00	\$5,000.00
4	Fire Hydrant Assembly	1	EA	\$6,500.00	\$6,500.00
		Subtotal Construct	ion Cost o	of Water System	\$32,623.00
Stre	ets				
1	Sawcutting, Trenching, and 8" No. 610 Limestone Base	220	SY	\$55.34	\$12,175.00
2	Geotextile Fabric	220	SY	\$3.00	\$660.00
3	Asphalt Patching	67	TONS	\$350.00	\$23,450.00
4	Street Signage	1	EA	\$301.50	\$301.50
5	4" Sch. 40 PVC Conduits	96	LF	\$7.00	\$672.00
	Subtotal Construction Cost of Street				\$37,258.50



Civil & Environmental Consulting Engineers Danny J. Hebert, P.E., L.L.C.

14433 River Road Hahnville, LA 70057

www.hebertengineering.com phone: (985) 785-2380

PECAN BAYOU SUBDIVISION GASB 34 REPORT

No.	Description	Quantity	Unit	Unit Cost	Total Cost
Dra	inage System				
1	18" HDPE Pipe	189	LF	\$55.00	\$10,395.00
2	Concrete Headwall	1	EA	\$1,500.00	\$1,500.00
3	Concrete Drop Inlets (3' x 3')	3	EA	\$1,900.00	\$5,700.00
4	New Swale	370	LF	\$5.00	\$1,850.00
		Subtotal Construction	Cost of I	Orainage System	\$19,445.00
Sew	er System				
1	Concrete Sewer Manhole	1	EA	\$2,500.00	\$2,500.00
2	6" SDR-35 Sewer House Connection	24	LF	\$40.00	\$960.00
3	8" SDR-35 Sewer Pipe	93	LF	\$70.00	\$6,510.00
		Subtotal Construct	ion Cost	of Sewer System	\$9,970.00
Wat	er System				
1	6" C900 PVC	211	LF	\$42.00	\$8,862.00
2	3" Sch. 40 PVC Water Service Connection	50	LF	\$5.00	\$250.00
3	6" Valves w/ Boxes	1	EA	\$2,500.00	\$2,500.00
		Subtotal Construct	ion Cost o	of Water System	\$11,612.00
Stre	ets				
1	Street Signage	1	EA	\$301.50	\$301.50
		Subtotal Co	onstructio	on Cost of Street	\$301.50
		Total Co	ost (But	ternut Street)	\$41,328.5



505 Hemlock Street · LaPlace, LA 70068 Phone: (985) 652-6356 (800) 248-6982 Fax: (985) 652-3422

Stephen P. Flynn, P.L.S. Project Manager

Donna A. Flynn President

June 12, 2020

Pecan Bayou Subdivision Perimeter Traverse:

North: 538580.39 East: 3571699.58 Line Course: S 21-39-33 E Length: 489.58

North: 538125.38 East: 3571880.28 Line Course: S 68-24-36 W Length: 430.00

North: 537967.15 East: 3571480.45 Line Course: N 21-39-33 W Length: 439.38

North: 538375.51 East: 3571318.28 Line Course: N 61-44-57 E Length: 432.86

North: 538580.399249 East: 3571699.577916

Perimeter: 1791.82 Area: 199,726 Sq Ft 4.59 Ac.

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.008320 Error North: 0.0072492

Precision 1: 215,362.98

Stephen P. Flynn, P.L.

La St. Reg. No. 4668

Course: N 29-23-38 W

East: -0.0040837

STEPHEN P. FLYNN

REG. No. 4668

RECOTERED

Mr. Miles Bingham Director of Public Works /Wastewater 100 River Oaks Dr. Destrehan, LA 70047

RE: Pecan Bayou Subdivision

Dear Mr. Bingham,

Please have this letter serve as an agreement to provide repair/replacement of bona fide deficiencies in the work product in construction of the improvements for the Pecan Bayou Subdivision for a period of eighteen months from the date of acceptance by the Parish Council.

This shall include the asphalt street patches, street light poles, water line, sewer line and storm drainage system.

Any work product deficiencies will be covered by the installation contractor for the project who is Thigpen Construction Inc. in accordance with Louisiana Law. As evidenced by the Surety Bond provided on our behalf, we further guaranty this maintenance work, if needed, will be covered thereby.

Thank you very much for your assistance in this matter.

Sincerely,

Jeffery Melancon

Pecan Bayou Real Estate LLC 1904 Ormond Blvd. Suite 101

Destrehan, LA 70047

St. Charles Parish Recording Page

Lance Marino Clerk of Court Sarles Parish Courthou

St. Charles Parish Courthouse PO Box 424 Hahnville, LA 70057 (985) 783-6632

Received From:

SIMPLIFILE 4844 NORTH 300 WEST SUITE 202 PROVO, UT 84604

First VENDOR

PECAN BAYOU REAL ESTATE LLC

First VENDEE

PECAN BAYOU REAL ESTATE LLC

Index Type:

CONVEYANCE

Entry Number: 447067

Type of Document: DECLARATION

JECLARATION

Book: 888

Page: 549

Recording Pages:

10

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.

Larre Marist

eRecorded

On (Recorded Date): 02/20/2020

At (Recorded Time): 11:01:42AM

Return To:

SIMPLIFILE

4844 NORTH 300 WEST

SUITE 202

PROVO, UT 84604

Do not Detach this Recording Page from Original Document

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR PECAN BAYOU SUBDIVISION UNITED STATES OF AMERICA STATE OF LOUISIANA PARISH OF ST. CHARLES

BE IT KNOWN, that on this 13th day of the month of February 2020, before me, Christopher Robles, a Notary Public, duly commissioned and qualified in and for the Parish of St. Charles, Louisiana, and in the presence of the undersigned competent witness;

PERSONALLY CAME AND APPEARED:

Pecan Bayou Real Estate, LLC a Louisiana Corporation domiciled and with its principal offices located in the Parish of St. Charles, having a tax identification number of **-***4338, herein represented by its duly authorized officer, Jeffery Melancon, by virtue of a Certificate of Authority recorded at Entry Number 438717, records of St. Charles Parish, (hereinafter referred to as "Declarant"),

WHEREAS, Declarant is the owner of a certain subdivision approved as Pecan Bayou Subdivision, St. Charles Parish, State of Louisiana which is more particularly described on Exhibit A (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 order to assure and maintain 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, the Declarant hereby establishes and imposes the following building, use and subdivision restrictions and restrictive covenants as charges affecting the Property:

ARTICLE I Definitions

"Improvements" shall have the meaning as provided in Section 3.01 and shall include all buildings and other constructions permanently attached to the Property and includes the residence and any detached garages, cabanas or pool houses.

"Lot" and/or "Lots" shall mean and refer to, as applicable, (I) each of the lots which will 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 record owner (or if such Lot is subject to an Agreement to Purchase with Declarant, to the contract purchaser) whether one or more persons or

entries, of the undivided ownership to any Lot or other property situated within the boundaries of the Property or, if applicable, any tenant or occupant of the Lot Owner.

"Homeowners' Parcel" shall mean the areas designated as the "Homeowners' Parcels" on Exhibit A annexed hereto.

"Property" shall mean and refer to that certain immovable property described on Exhibit A annexed hereto.

"Restrictions" shall mean this Declaration of Covenants, Conditions & Restrictions.

ARTICLE II General Provision

Section 2.01 General Provisions. These Restrictions shall constitute building restrictions, predial servitudes, covenants and real rights running with the land which are for the purpose of protecting the value and desirability of and which shall run with the Property 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, transfer or lease of such property. Invalidation of any one of these Restrictions by judgment or court order shall not affect any of the other Restrictions, which shall remain in full force and effect.

Section 2.02 Duration. These Restrictions shall run with and bind the Lots and shall inure to the benefit of and be enforceable by the Declarant, their Respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending on January 1, 2045. These Restrictions may be amended or terminated at any time by Declarant and Lot Owners, who own at least fifty-one (51) percent of the Property subject to these Restrictions, pursuant to an Agreement duly executed and properly recorded in the appropriate records of St. Charles Parish, Louisiana; provided however, Declarant shall have the sole right to amend these Restrictions pursuant to an agreement duly executed and properly recorded in the appropriate records of St. Charles Parish, Louisiana within 180 days after the date hereof.

Section 2.03 Existing Servitudes, Dedications, Reservations, and Restrictions. All dedications, limitations and reservations shown on the subdivision plat of the property and all grants and dedications of servitudes and related rights made by declarant and declarant's predecessors in title affecting the property are incorporated herein by reference and made a part of these restrictions. For all purposes, these restrictions 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 or portion of the property.

The declarant reserves the right, without the consent of any owner or other person or entity, prior to closing, (i) to make changes and additions to the servitudes as shown on the recorded

subdivision plat of the property for the purpose of most efficiently and economically installing the improvements, and (ii) to grant, dedicate, reserve or otherwise create, at any time, servitudes for public utility purposes (including, without limitation, cable T.V., gas, electricity, telephone and drainage) in favor of any person or entity furnishing or to furnish utility service to the property, along and on either side of any side lot line, and along the front or rear lot line where needed, which such servitudes shall have a maximum width of Ten Feet (10') along any lot line.

There is hereby created a servitude upon, over and under all of the property within the public utility servitude for the ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, cable TV, internet, electricity, telephone, gas, drainage, and appurtenances thereto. By virtue of this servitude, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances on, above, across, and under the property within the public utility servitude. Notwithstanding anything contained in this paragraph, no sewer lines, electrical lines, water lines, or appurtenances within the public utility servitude may be installed or relocated on the property without the declarant's written approval. The owners of the respective lots shall not be deemed to separately own pipe, wires, conduits or other service lines running through their property which are utilized for or service to other lots.

The surface of the servitude areas for underground utility services may be used for planting shrubbery, trees, lawns or flowers. However, the utility companies furnishing services shall have the right to remove or trim all trees, shrubs or any other obstruction situated within the utility servitudes as shown on the subdivision plats of the property. Neither the declarant nor any supplier of any utility or service using any servitude area shall be liable to any owner for damage done by them, their respective agents, employees, servants or assigns, to lawns, shrubbery, trees, flowers or any other property of the owner located within the servitude areas as a result of any facility in any such servitude area.

The surface area of the servitude for drainage shall not be negatively impacted by landscaping improvements. This servitude shall be kept free of any plantings other than existing overstory trees and turfgrass to minimize ongoing maintenance.

ARTICLE III Construction Plans

All building plans and specifications shall be approved by the appropriate governmental authorities in such form as these authorities may reasonably require, structural, mechanical, electrical and plumbing detail and the nature, kind, shape, height and exterior color scheme of the materials to be incorporated into, and location of the proposed Improvements or alterations thereto.

ARTICLE IV Prohibited Uses

Section 4.01 Off-Street Parking. No vehicle, recreational vehicle, boat or trailer may be parked on the street fronting any Lot on a regular basis or for an extended period of time. All boats, trailers and/or recreational vehicles shall be parked on each Lot behind the front façade of the home, or in the garage so that they are not apparent from the Street, or adjacent Lots. No oversized vehicles are allowed parked on a regular basis on the street fronting any Lot.

Section 4.02 Single Family Residential Purposes. All Improvements constructed on any Lots shall be used solely for single family residential purposes. No Lot Owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than a private single family residence for the Lot Owner or his tenant and their family. 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 duplex apartment use is strictly prohibited. Single family 'residential purposes' shall be deemed to indicate and include appurtenant private garage buildings or other appurtenant out building or structures. Lots shall; however, be used for small business purposes provided that such business shall be conducted within or attached to the residential structure and shall not interfere with provisions of parking as established herein. No heavy duty vehicles shall be allowed or parked at such place of business. Business use must not impede the privacy and security of surrounding neighbors and must at all times comply with provisions of licensing as required by state and parish ordinance.

Section 4.03 Temporary Structures. No structure of a temporary character, trailer or mobile, modular or prefabricated home, garage, barn, or other structure or building shall be placed on any Lot and no house, garage or other structure appurtenant thereto shall be moved upon any Lot from another location. Permanently installed onsite storage buildings are permissible, pursuant to governmental approval. Declarant reserves the right to use a temporary structure for the construction or sales period of the development.

Section 4.04 Nuisance. No Noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Lot Owners.

Section 4.05 Signs. No sign of any kind shall be displayed to the public view on any Lot, except any Lot Owner may display one (1) sign of not more than nine (9) square feet on a Lot improved with a residential structure to advertise the Lot and the residence for sale or rent. During construction of a residence a builder may display one (1) sign of not more than twenty-four (24) square feet.

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 five (5) adult animals may be kept, but they shall not be bred or kept for commercial purposes. All animals shall be kept within fenced perimeters.

Section 4.07 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 material. All trash, garbage, or other waste matter shall be kept in adequate containers constructed of metal, plastic, or masonry materials, with tightly-fitting lids, and shall be maintained in a clean and sanitary condition and screened from public view. Other than for the construction of Improvements, no Lot shall be used for open storage of any materials or equipment except for normal residential requirements. New building materials used in the construction of Improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay. Upon completion of the Improvements, all construction materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

Section 4.08 Lot Maintenance All Lot Owners shall at all times(i) keep all weeds, grass, and landscaping located on their Lot(s) including all servitudes 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, rubbish of any kind on any Lot. All Lots, including but not limited to 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 4.09 Access No sidewalks, driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot, property or street right of way. This provision shall not apply to a property owner of two adjacent lots.

Section 4.10 Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted.

Section 4.11 Surface Areas The surface of any servitude area for underground utilities may be used for landscaping. However, neither the 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. The surface area of the servitude for drainage shall not be negatively impacted by landscaping improvements. This servitude shall be kept free of any plantings other than existing overstory trees and turfgrass to minimize ongoing maintenance.

Section 4.12 Satellite Dishes and Antenna Prohibited. No Lot shall have a television, C.B., ham or other radio antennas nor any satellite dishes in excess of 24 inches in diameter. The location of satellite dishes, 24 inches in diameter, can be located in the rear yard and a side yard location, which shall not be closer than 10 feet from the front façade of the dwelling.

Section 4.13 Window Units No window air-conditioning and/or heating unit, tin foil or other unsightly objects shall be placed or allowed to remain in windows.

ARTICLE V Minimum Standards for Construction

Section 5.01 Utility and Sewer. Utility lines shall be installed underground or as per provider recommendation. Each residence situated on a Lot shall be connected to the water and sewer lines as soon as available at the Lot line. No septic tanks or sewer treatment facilities shall be located on any Lot and all sewer generated from any Lot shall be removed by sewer lines connected to sewerage treatment facilities owned by or approved by the St. Charles Parish.

Section 5.02 Construction Requirements Once construction has begun, lot owner must complete and finalize exterior construction including driveways and walkways within one (1) year. It is the intention and purpose of these covenants to assure that all residential dwellings and improvements added thereto shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded.

Section 5.03 Size of Residences No residential structure erected on any Lot shall have more than two (2) stories, nor exceed thirty-eight (38) feet in height measured from the finished floor elevation of the first floor. The total of actual living area of any residence, located on lots 4A and 5A shall not be less than one thousand one hundred (1,100) square feet. The total actual living area of any residence, located on lots 1A, 2A, 3A, 1B, 2B, 3B, 4B, and 5B shall not be less than one thousand eight hundred (1,800) square feet. All two-story residences shall have a minimum of one thousand (1,000) square feet of living space on the first floor.

Section 5.04 Driveways, Garages and Other Structures. Upon completion of the construction of the residence, lots 4A and 5A shall have at minimum a one (1) car covered parking area, sufficient to store one (1) car. Lots 1A, 2A, 3A, 1B, 2B, 3B, 4B, and 5B shall have at minimum a two (2) car covered parking area, sufficient to store two (2) car(s).

Section 5.05 Setbacks No Improvements, other than fences, shall be located on lots 4A and 5A nearer than twenty (20') feet and for lots 1A, 2A, 3A, 1B, 2B, 3B, 4B, and 5B nearer than twenty-five (25') to the front lot line facing the street areas or nearer than fifteen (15') feet to the rear lot line. All building setbacks must additionally conform to the St. Charles Parish Zoning Ordinance, which may impose stricter setback requirements than those, specified herein. No fencing shall be installed on drainage servitudes.

Section 5.06 Fences No fence or wall shall be located on any Lot nearer to any street than the point located ten (10) feet towards the rear from the front sill of the residence or, if a corner lot, fences may be even with the side sill of the residence. As to vacant and unimproved Lots, which have common ownership with an adjoining, Lot, no fence or wall shall be permitted to extend nearer than thirty (30') feet from the front lot line facing the street. No fence shall be greater than six (6') feet in height, except those fences located along the perimeter of the subdivision shall be permitted to have a fence up to eight (8') feet in height along their respective lot lines only. No fencing shall be installed on drainage servitudes. All fences shall be constructed of brick, vinyl, wrought iron style, redwood, cedar, or pressure treated pine. The fenced portion facing the street shall be constructed of brick, vinyl, cedar, redwood, wrought iron style, or pressure treated pine.

Unfinished concrete or cinder blocks or other unsightly fencing is prohibited.

Section 5.7 Basketball Goals. No basketball goal shall be permanently installed on or beyond the front facade of any residence or within the front yard setbacks.

Section 5.8 Raised Decks. Any raised deck and its supports shall be constructed of materials, which relate to the residence such as wood, brick, or stucco.

Section 5.9 Swimming Pools. Swimming pools situated on any lot shall be of an inground construction type or above ground. Pools must be properly maintained and located within a closed and locked fenced area.

ARTICLE VI Miscellaneous Provisions

Section 7.01 Interpretation If these restrictions or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of 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 7.02 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. Any notice or demand 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 7.03 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 7.04 Severability Invalidation of any one or more of the covenants, restrictions, conditions, or provision 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 7.05 Governing Law These Restrictions are a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Louisiana.

THUS DONE AND PASSED, in multiple originals, in my office in Destrehan, 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 Appeareer and me, Notary, after reading the whole.

WITNESSES:

PECAN BAYOU REAL ESTATE, LLC

BY:

HEFER WELANCON

CHRISTOPHER ROBLES NOTARY PUBLIC

OPHER ROOMS OF THE RESERVE OF THE RE



St. Charles Parish

PLANNING AND ZONING

MEMORANDUM

To:

Grant Dussom

Chief Financial Officer

From: Chris Welker

Planner II

Date: July 2, 2020

Pecan Bayou Subdivision

Administrative & Development Fees

Enclosed please find subdivision development and administrative fees for Pecan Bayou Subdivision as follows:

- Sewer development connection fee, \$10,000
- Recreation fee, \$8,440.60
- Streetlight deposit (N/A)
- Inspection/testing fees, \$1,273
- Warranty Inspection \$1000
- Administrative fees \$117.67

Also enclosed is a copy of the actual cost or fair market values provided to the Department of Public Works for drainage, streets, wastewater, water, and streetlights in the subdivision (GASB 34 data).

Date the thousand event had think one & Townshars A min 1 \$ 30,831 37 84-242/654 1029 6-29-20 10 A D Pay to the ST. Charles facul Finance PECAN BAYOU HEAL ESTATE LLC FIRST AMERICÁN BANK & TRUST For Admin fee S 1904 ORMOND BLVD. STE. 101 DESTREHAN, LA 70047