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First VENDOR

COTEAU RIDGE A RESIDENTIAL DEVELOPMENT

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COTEAU RIDGE A RESIDENTIAL DEVELOPMENT

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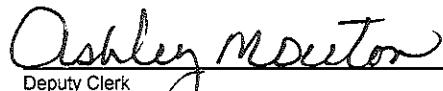


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Parish of Lafayette

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STATE OF LOUISIANA

PARISH OF LAFAYETTE

ACT OF DEDICATION AND RESTRICTIVE COVENANTS

OF

COTEAU RIDGE

(A RESIDENTIAL DEVELOPMENT)

BE IT KNOWN, that on this day, before me, the undersigned Notary Public, duly qualified in the State and Parish aforesaid, and in the presence of the undersigned witnesses, personally came and appeared:

JK ORTEGO, LLC, TIN – 3931, a Louisiana Limited Liability Corporation, domiciled in Lafayette Parish and having a municipal address of 601 Catholique Rd., Carencro, Louisiana 70520, herein represented by all of its members, (hereinafter "Appearer" or "Developer");

who declared that Appearer is the owner of the following described property, to-wit:

That certain tract or parcel of land together with all buildings and improvements thereto appertaining, lying in Section 72, T-8-S, R-5-E and Section 105, T-8-S, R-4-E, Lafayette, Louisiana being "COTEAU RIDGE (A RESIDENTIAL DEVELOPMENT)" as shown on that plat of survey by A.E. Montagnet, RLS, filed April 4, 2018 under Entry No. 18-10619, Lafayette, Louisiana.

Said property is further described as "LOTS 1-14 OF COTEAU RIDGE" and "COTEAU RIDGE ROAD, (60' PRIVATE STREET & UTILITY EASEMENT)" and "LA POINTE ROAD, (60' PRIVATE STREET & UTILITY EASEMENT)" and "COMMON AREA & DRAINAGE EASEMENT" as shown on that plat of survey by A.E. Montagnet, RLS, filed April 4, 2018 under Entry No. 18-10619, Lafayette, Louisiana.

Appearer further declared that Appearer desires to subdivide the property hereinabove described and to lay out the said property into lots for the purpose of offering the same for sale to the public. Appearer further declared that Appearer has therefore caused said property to be surveyed and divided into Lots numbered One (1) through Fourteen (14) as more fully shown by reference to that certain plat of survey entitled "A Final Map of Survey Creating Coteau Ridge", as shown on that plat of survey by A.E. Montagnet, RLS, filed April 4, 2018 under Entry No. 18-10619, Lafayette, Louisiana.

Appearer does establish and grant unto and in favor of the owners of Lots in the Subdivision a private right of way through Coteau Ridge Rd. Said private right of way ownership will be transferred to Coteau Ridge Homeowners' Association, LLC.

Appearer further declared that the hereinabove does hereby establish rights of servitude, with such dimensions and in such places and locations as shown on the aforesaid plats of survey, which servitudes shall be for the use and benefits of the owners of said lots where the same are established for the purpose of placing and maintaining any and all utilities for the service of said subdivision. Utilities easements established herein shall be independent of any front, side and rear set back requirements

provided for herein, but same may be used in calculating such setbacks. Provided however, that notwithstanding anything to the contrary contained herein, in addition to the utility servitudes established by this act, there may be utility easements, servitudes and rights of way granted to utility companies under separate agreements and recorded in the official records of the Clerk of Court of Lafayette, Louisiana, which may affect the lots in the Subdivision independently of this Act.

Appearer further declared that in order to dispose of the property situated in the subdivision to the best advantage of and to assure all, prospective purchasers that said property will be properly and uniformly developed and to make said property more desirable and attractive, Appearer bind Appearer, Appearer's successor and assigns, not to sell Lots One (1) through Fourteen (14), except under the following restrictions which are covenants to run with the land, and Appearer does hereinafter impose said restriction, and such amendments as may be made as provided for herein, which shall affect the said property and all future purchasers, whether set forth in any act of sale or not, until the enter end date, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of two-thirds (2/3) of the owners (one vote for each lot owned) of the lots at any time, it is agreed to change the said covenants in whole or part.

1. The use of the lots in the Subdivision shall be restricted exclusively for residential purposes. Nothing herein contained shall restrict the construction of a building for rental purposes, provided, however, that the sole use to be made of said building shall be for a single unit residence. No dwelling other than a single-family dwelling and private side facing garage shall be built on any building lot provided however that a guest cottage or home may be built on the lot. Outbuildings are permitted provided, however, that they are located behind the residence and comply with minimum set-back requirements established herein and provided, further, that the front of consists of the same style, color and architecture of the residence constructed on said lot. The remaining 3 sides and rood may consist of metal or other materials. No existing housing unit shall be converted into a multiple apartment or dwelling building. No commercial places of business of any nature whatsoever shall be erected or maintained on any of the lots involved herein.

2. No building or other improvement shall be erected, placed or altered on any lots subject to these restrictions until the construction plans and specifications, and a site plan showing the location of the improvements on the lot, have been submitted to, and approved in writing by, the Architectural Control Committee or any person designated by the Committee to act. The Architectural Control Committee shall consist of Jimmie Loyd Ortego and Kelly Ortego and is to be relinquished to name of Coteau Ridge HomeOwners' Association, LLC when they so deem. No member of the committee shall be entitled to any compensation for services pursuant to this covenant.

If the Architectural Control Committee fails to give its approval within thirty (30) days after the above-mentioned items have been proven received, then such approval shall be deemed as having been automatically granted. Denial of approval by the Architectural Control Committee shall be given in writing.

All plans and specifications, or requests for approval, required to be submitted to the Architectural Control Committee shall be mailed or delivered to the following address:

Jimmie & Kelly Ortego

601 Catholique rd

Carencro, LA 70520

The address may be changed by the Architectural Control Committee via mail to each lot owner.

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

- A. Incompatibility of the proposed building with existing buildings located upon the lots in the vicinity;
 - B. Duplication or similarity in the nature, exterior color scheme, kind, shape, height, or materials used in the proposed building with that of an adjoining building;
 - C. Failure of such plans or specifications to comply with any of these restrictions;
 - D. Objections to the site plan, drainage plan, or landscaping plan for the lot;
 - E. Failure of such plans to take into consideration the particular topography and Natural environment of the lots; or
 - F. Any other matter which, in the sole judgment of the Architectural Control Committee, would cause the proposed building to be inharmonious with the general plan of development or with the buildings located upon other lots in the vicinity or detract from the appearance of the subdivision.
3. No animals, including without limitation, livestock, poultry, game birds, rabbits, snakes, shall be raised, bred, or kept on any lot, except that dogs, cats and other common household pets of the domestic variety may be kept provided they are not kept, bred or maintained for commercial purposes and no more than two (2) of each type allowed. Pets shall be kept under control and not allowed to roam at large. When not upon the Owner's premises, pets must be kept on a leash and a bag must be carried to clean up after animals.
 4. No lot shall be subdivided for any reason although 2 lots may be purchased and residence may be built in the center of the 2 lots.
 5. All residences shall contain at least 2600 square feet of central air-conditioned living space, exclusive of porches, storerooms, garages and carports.
 6. It is the intent of this development to have houses that differ in design while still maintaining overall compatibility in the Subdivision.
 - A. All exterior material used on all residences will be of sound, durable, attractive, low-maintenance up-keep material, that is either painted, stained or built of colored material.
 - B. Roofing material shall be an architectural/dimensional shingle with a minimum 25-year warranty or equal or better, or as approved by the Architectural Control Committee. No roll
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roofing or metal roofing shall be permitted with the exception of the outbuilding as stated herein.

C. No vinyl or metal siding is permitted except vinyl is permitted for soffits, fascia, overhead of porches, garages or carports and as stated in the outbuilding restriction.

D. A minimum of seventy (70%) percent of the exterior walls of all residences shall be composed of brick, brick veneer, stone, hardiPlank, stucco, or equal or better.

E. No metal chimneys shall be permitted unless enclosed with materials approved for the exterior.

F. No houses of pier construction are permitted and all houses must be of concrete slab construction.

G. Each residence shall be constructed with a minimum of two (2) car enclosed garages that face the side of the residence.

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

8. Each residence must have a setback of 200 feet from the street.

9. No trash, refuse, scrap lumber, metal, or piles of garbage, and no grass, shrub or tree clippings will be allowed between the rear of any residence and the street bordering the lot on which the residence is located and all such trash, refuse, etc., must be kept out of sight, and to the rear of the residence, so as not to be seen from the street. Trash is permitted to be placed for pick up the night before pickup and cans must be removed evening of pickup.

10. Driveways must be constructed of concrete. Circular driveways are permitted.

11. Lot owners are required to install and maintain their own septic system. It must have a field bed that is filled with sand and rock and drains to the existing culvert in the rear of the residence. The Developer(s) of Coteau Ridge do not accept any responsibility for installation or maintenance of the septic system.

12. Each residence must have a mailbox which has been chosen by the Developer and purchased from Percy Guidry, 204 Wilson St, Lafayette, LA, in order to maintain a uniform appearance.

13. No noxious or offensive activities shall be carried upon any lots nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

14. Temporary sanitary facilities and dumpsters used during construction must be obtained and maintained by a professional service and maintained as to not cause odor or unsightly mess. During construction, concrete trucks must have a removable container to dump excess concrete. Concrete trucks are not allowed to dump excess concrete onto the ground on any Lot, ditch, drainage area, etc.

15. No trailer, basement, tent, shack, garage, barn or other out-building erected on any lot affected by these restrictions shall at any time be used as a residence temporarily or permanently, nor shall any structure be occupied in any way in the course of construction, except by workmen in performance of their duties, nor shall any structure of a temporary character be used as a residence. No building or structure erected elsewhere shall be moved onto a lot within this subdivision; component homes and/or component parts used in newly constructed residences are excepted. No old or second-hand materials shall be used in the construction of the exterior of any building in the Subdivision, unless specifically approved by the Architectural Control Committee.

16. All Lots must have a 6-foot fence with posts that are not visible from the street. No fence shall be erected or permitted to remain on any lot in the Subdivision between the street and the rear of the residence. The plans and specifications for any fence constructed on any Lot must be submitted to and approved by the Architectural Control Committee. Fences must be constructed of either cedar or cypress. Fences shall be kept properly maintained and in good repair.

17. The placing and parking of house trailers, mobile homes or manufactured homes on any lot in the subdivision shall be prohibited. No motor home, travel trailer, camper or other similar recreational vehicle may be used as a residence on any lot. Any such vehicle, as well as any boats and boat trailers, must be parked and kept behind the rear of the residence within a closed building or enclosure so that it is not visible from the street with the exception of 48-hour parking to load and unload. No vehicle may be parked on the street in front of any residence longer than twenty-four (24) hours and no vehicle may be placed on blocks or any immovable positions on any lots or street in this subdivision.

18. All roof vents must be in the rear of the residence and not visible from the street. No facilities, including poles, and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground in the subdivision, except such poles and overhead facilities as may be required at those where distribution facilities enter and leave the particular area. No external or outside antennas of any kind shall be permitted that are or will be visible from the street. Nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting where serviced by underground wires or cables, or to prohibit temporary service provided by Developer to builders during construction.

19. For the purpose of controlling, regulating and maintaining the community amenities, including but not limited to, the signs, lighting, landscaping, private roads, drainage easement, utility easement, and other common facilities, if any, (the "Common Areas") for the general use and benefit of all lot Owners, each and every lot Owner, by purchasing a Lot or entering into a contract with regard to any Lot in the Subdivision does agree and is hereby bound to be a Member of and be subject to the duly enacted, or subsequently enacted, Articles of Incorporation, By-Laws and rules, Regulations, if any, of Coteau Ridge

Homeowners' Association, LLC, herein sometimes referred to as the Association. The Association is specifically authorized and empowered to enforce these herein restrictions, to assess individual lot owners, and to provide for the collection of said assessments in accordance with LA R.S. 9:1141.1, et seq.

A. **Membership:** The Association shall have two classes of voting membership:

1. Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a record owner of any Lot, except the Class B Member, which is or becomes subject to this Declaration shall be a Class A member of the Association. Each class A member of the Association shall be entitled to one (1) vote for each lot owned by any such firm, person, corporation, trust or other legal entity. Class B Members shall be allowed one (1) vote per lot owned until Class B membership is dissolved as set herein.
2. Developer(s) shall be the Class B Member. The Class B membership shall cease when all Lots owned by the Developer(s) are sold.

B. **Board Of Directors:** The Association shall be governed by a Board of Directors consisting of not less than two nor more than five members. The members of the Board of Directors shall be elected by the Class B Member. Upon the dissolution of the Class B membership, the Board of Directors shall then be elected by the Class A membership; and the members of the Board shall be reviewed annually by class A Members and placed for vote in favor of or not in favor of renewing Board membership.

C. **Members Right of Enjoyment:** Subject to the provisions of this Declaration, Articles of Incorporation, By-Laws and rules, and Regulations, if any, of The Coteau Ridge Homeowners Association, LLC, every Member shall have the right of use and enjoyment in and to the Common Areas and common facilities and such right, use and enjoyment shall be appurtenant to and shall pass with the title to every Lot subject to the following:

1. The right of the Association in accordance with its By-Laws and Regulations, to borrow money for the purpose of improving the Common Areas and common facilities in a manner designed to promote the enjoyment and welfare of the Members and in aid thereof to pledge, mortgage and hypothecate, to sell, dedicate, exchange, transfer, convey, assign and deliver said property;
2. The right of the Association, with the consent of the Owners of sixty (60%) percent of the Lots, to levy reasonable assessments (other than the assessments outlined below) admission fees or other fees for the use of any of the facilities situated upon the Common Areas by the Members of the Association and their guests: and
3. The right of the Association to pass and enforce such other rules and Regulations for the use of the common facilities, including the right to enforce various sanctions against the Owners of Lots in the Subdivision, including, but not limited to, the right of suspension, fines and penalties, and assessments of the costs of noncompliance of a lot owner to an individual Lot Owner or other sanctions which in the discretion of the governing body of the Association deems necessary and proper.

D. Annual Assessments: Each person, group of persons, corporation, partnership, trust, or other legal entity, or any combination thereof, who becomes a record owner of any lot shall be deemed to covenant and agree to pay the Association, in advance, an annual sum herein sometimes referred to as "assessments" equal to the members proportionate share of the sum required by the Association, as estimated by the Board of Directors, to meet its annual expenses, all as more fully established and set out in the by-laws of the Association, including, but not limited to, the following:

1. The cost of all operating expenses and maintenance of the Common Areas, signs, landscaping, street lights and private roads;
2. The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and
3. The annual cost of maintaining the LLC's status with the State of Louisiana, and any and all operating costs including but not limited to postage and office supplies.

The assessment of \$480 is to be paid annually. Upon dissolution of the Class B Member's membership, the Class A Members may change the payment installment to monthly, quarterly, or bi-annually. The Board may reassess the amount collected annually. The Board of Directors of the Association shall fix the amount of the assessment against each Lot no later than the 31st day of November prior to the subject year and shall. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of aforementioned date, to notify owners of an increase in assessment will be considered to have no increase in assessment and the owner will pay the current amount. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the Common Areas or by abandonment of any Lot belonging to him.

E. Special Assessments: In addition to the annual assessments authorized by this Section, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement located upon the Common Areas or common facilities, private roads, or for such other purposes as the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of the members representing sixty (60%) percent of the members of the Association. A meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days, but not more than thirty (30) days in advance of such a meeting, which notice shall set forth the purpose of the meeting.

F. Non-Payment of Assessment: Any assessment or installment thereof, which is not paid on the date when due, shall be delinquent. The personal obligation of the Member to pay such an assessment shall remain his personal obligation and arbitration may be sought to recover a money judgment for nonpayment of any assessment levied pursuant to this Declaration, or any installment thereof, along with any other remedies which may be allowed by law.

Any assessment or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors bear interest at a rate not to exceed the maximum rate allowed by law but in no case in excess of eighteen (18%) per annum, and may also, by resolution of the

Board of Directors, subject the member obligated to pay a "late charge" as the Board may fix, and the Association may bring an action against the Member personally obligated to pay the same, in which event such interest, penalties, costs and actual attorney fees shall be added to the amount of the assessment. Any assessment of the Association shall be subordinate and inferior to any first mortgage duly granted in favor of a lender.

G. Class B's Assessment: Anything in this Declaration, or the articles or by-laws of the Association to the contrary notwithstanding, no Lot held by the Class B Member shall be subject to any annual or special assessments provided for in this Declaration. Until the dissolution of the Class B membership, all assessments collected from the Class A members will be paid to the Homeowners Association in care of the Class B Member or its nominee who shall then use the assessment funds for the purposes intended.

H. Increase in Maximum Assessment: The annual assessment for all Class A memberships may be increased each year by the Board of Directors of the Association by an amount not to exceed twenty five percent (25 %) of the maximum annual assessment for the preceding year.

I. Payment and Commencement of Annual Assessment: The annual assessment for each Class A membership shall commence on the first day of January of each year. In the event a Lot is purchased during the year, the annual assessment shall be prorated for the balance of the year and shall be payable at the Act of Sale.



20. Upon dissolution of the Class B Members, these restrictions may be amended by vote of the Association. Changes must follow the sixty (60) percent majority rule.

21. Should any person or persons violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property in the Subdivision to prosecute in law and/or in equity against the person or persons violating or attempting to violate any such covenant, and to prevent him or them from so doing and to recover damages or other dues, including reasonable attorney fees incurred, for such violation.

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

THUS, DONE AND PASSED, in the Parish of Lafayette, Louisiana on the day and date first above in the presence of the undersigned, ~~competent witnesses and me~~, Notary, after due reading of the whole.

JK ORTEGO, LLC

LOUIS R. LABRUYERE, IV
BAR ROLL #23175
STATE OF LOUISIANA
PARISH OF ST. LANDRY
My Commission Expires Upon Death