

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR

BROCK POINTE

BE IT KNOWN, that on this _____ day of July, 2008, before me, the undersigned Notary Public, duly qualified in the State and Parish, and in the presence of the undersigned witnesses, personally came and appeared:

ACADIAN PLACE PROPERTIES, LTD., a Louisiana Corporation, represented herein by its duly authorized President, Lawayne A. Sieferman, (hereinafter referred to as "Developer" or "Appearer")

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

That certain parcel of ground together with all buildings and improvements located thereon, located in Section 5, T9S, R4E, Lafayette Parish, Louisiana, containing 20.663 acres, more or less, and being known and designated as the **BROCK POINTE**, A Residential Subdivision on that certain plat of survey prepared by C.P.S. Engineering And Land Surveying, Inc. dated October 4, 2007, last revised _____ a copy of which is recorded under File No. _____, records of Lafayette Parish, Louisiana, and made a part hereof by reference thereto, said parcel of ground having such dimensions, measurements, and boundaries as are more fully shown on the above referenced plat of survey.

herein referred to sometimes as the "Subdivision".

Appearer does by these presents declare that it 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 declares that it has caused said property to be surveyed and divided into lots as more fully shown by that final plat of survey prepared by C.P.S. Engineering And Land Surveying, Inc. dated October 4, 2007, last revised _____, (the "Subdivision Plat") a copy of which is attached hereto and made a part hereof.

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, it binds itself, its successors and assigns, not to sell any of the property situated in the Subdivision, except under the following restrictions which are covenants to run with the land, and it does hereinafter impose said restrictions, 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 6th day of April, 2028, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of two-thirds (2/3rds) 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, to-wit:

1. **USE** - All of the lots contained in said subdivision are hereby designated as residential lots and restricted to residential use only. No building shall be erected altered, placed or permitted to remain on any of said lots other than one (1) detached single-family dwelling not to exceed 1 story in height, except for 2-stories on certain lots as determined by the Architectural Control Committee.

2. **DRIVEWAYS & SIDEWALKS** - All driveways and sidewalks must be completed upon completion of the house and must be constructed of at least four (4) inch thick concrete. The Architectural Control Committee must approve placement of driveways and sidewalks. Lafayette Consolidated Government must approve the size and grade, and the Architectural Control Committee must approve the material, location, and the end treatments of all drainage culverts.
3. **ELECTRICAL** - The subdivision will be served by an underground electric distribution system and the electric service to each residence must be underground.
4. **SEWER AND WATER** - Brock Pointe will be served by community sewer in accordance with Parish and State regulations. No private sewer system will be allowed on any lot. Water is available to each lot owner by arrangements with Lafayette Parish Water Works District North. No private water well will be permitted on any lot.
5. **PLAN APPROVAL** - No building shall be erected, placed, or altered on any lot until a complete set of construction plans, specifications and a plot plan showing the location of the structure to be so erected, placed or altered has been submitted to and approved by the Architectural Control Committee as to the harmony of external design with existing structures and as to location with respect to topography and finish grade evaluation. The Committee's approval or disapproval as required in these covenants shall be in writing. No construction shall be commenced until the plans have been approved in writing by the said Committee or its representative. A complete set of plans, specifications and a material list shall be submitted to the Architectural Control Committee and will be retained on file by the Committee. In the event the Committee, or its representative fails to deliver a written approval or disapproval to the lot owner or his designee, within thirty (30) days after the plans and specifications have been submitted to it, as aforesaid, approval will not be required and the related covenants shall be deemed to have been fully complied with. Approval of plans and specifications shall be applicable only to the applicant and are non-transferable.
6. **EXTERIOR FINISH** - The exterior of the building may be real brick, stucco, cementitious board, vinyl siding, or a combination thereof. Certain applications of metal roofing may not be allowed. The Architectural Control Committee may impose other appropriate and reasonable standards for exterior finishes and materials which it may deem undesirable or which in its discretion detracts from the value of the building or structure itself or the surrounding properties, the general appearance of the neighborhood, or the value of the adjacent structures.
7. **ROOF PITCH** - The minimum roof pitch shall be six (6) feet vertically for every twelve (12) feet horizontally (6/12), and the maximum roof pitch shall be ten (10) feet vertically for every twelve (12) feet horizontally (10/12) unless otherwise approved by the Architectural Control Committee. Exceptions include shed roofs (monopitch) which shall have a minimum of four (4) feet vertically for every twelve (12) feet horizontally. These restrictions do not apply to approved metal canopies.
8. **SQUARE FOOTAGE** - For lots 1 - 43, there shall be a minimum of one thousand three hundred (1,300) square feet of living area in each residence, and for lots 44 – 76 there shall be a minimum of one thousand (1,000) square feet of living area for each residence. Living area square footage shall be exclusive of open porches, garages, carports or storage areas attached to the garage or carport. In the event the residential structure to be erected shall contain more than one (1) story, a minimum of nine hundred (900) square feet of enclosed living area is required on the ground floor.
9. **CEILING HEIGHTS** - All residences shall be constructed with a ceiling height of not less than eight (8) feet, unless otherwise approved by the Architectural Control Committee.
10. **FIREPLACES** - The exterior of chimneys shall be covered with the same material as used on the exterior of the residence.
11. **ROOF PENETRATIONS** - No ventilating, plumbing or heating vents shall be placed on the front side of the building roofs. All vents protruding from the roofs shall blend, or be

painted to blend, with the color of the roof. Residences on corner lots are considered to have two (2) front sides relative to the purposes of this section.

12. **LANDSCAPING** - The Architectural Control Committee must approve all landscaping. Landscaping shall be installed within ninety (90) days of occupancy of the residence. The front yard must be completely hydromulched or sodded. One (1) tree of at least a one-and-one-half (1.5) inch caliper must be planted in the front yard of the property. Cutting down or removal of any tree or trees from any lot or parcel is prohibited without first obtaining the approval (in writing) of the Architectural Control Committee. In case of default, the Architectural Control Committee may cause such work to be performed and may demand, file a lien, and sue for reimbursement for such costs, including legal fees and legal interest from the date of demand in accordance with the same powers and procedure as set forth in paragraph thirty-four (34) herein.
13. **BUILDING SETBACK LINES** - No building shall be constructed in violation of the following building setback lines:
 - a. **Front Setback** - Unless otherwise provided herein, no building shall be located on any lot within twenty (20) feet of the front property line.
 - b. **Side Setback** - Unless otherwise provided herein, no building shall be located on any lot within five (5) feet of a side boundary line. The setback for each corner lot in the subdivision from the street side boundary shall be ten (10) feet.
 - c. **Rear Setback** - Unless otherwise provided herein, no building shall be located on any lot within ten (10) feet of the rear property line.

All setbacks may be superseded by servitudes. For purposes of this restriction, the term "building" shall include, but shall not be limited to, the front porch of a home and any garage or carport. It shall not include the eave overhang or any air conditioning pads.
14. **BUILDING ORIENTATION** - All residences built on a lot in the Subdivision shall face the direction (street) approved by the Architectural Control Committee.
15. **EASEMENTS** - Easements for installation and maintenance of utilities and drainage are reserved as shown on the recorded subdivision final plat.
16. **DRAINAGE** - In order to maintain the proper flow of drainage within the subdivision, each Owner agrees that they will maintain the drainage on their lot at their own expense and that they will add top soil and /or fill dirt to their lot, if necessary, to maintain the existing drainage patterns. Each Owner further agrees that they will not in any way interfere with the established drainage pattern over their lot from adjoining property unless the adjoining lot Owner concurs with such change and that they will make adequate provisions for proper drainage in the event that it is necessary to change the established drainage over their lot. In lieu of adding top soil and/or fill dirt to a lot to achieve the requisite elevation, the Owner may, as an alternative, provide underground drainage by installing such drop inlets, underground pipes, etc., as are necessary to achieve the proper flow of drainage as provided herein. Brock Pointe, by design, is an open-ditch development and must remain as such to maintain proper flow and retention. With the exception of driveway culverts, it is imperative that no drainage ditch be altered in any way.
17. **COMMERCIAL / NOISE** - No commercial business, trade, or noxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No noise shall be permitted to exist or operate upon any Lot that may be a nuisance to any other owner or resident. Except in the case of an emergency or when other unusual circumstances exist, outside construction work or noisy interior construction work shall be permitted only Monday through Saturday after 7:00am and before 7:00pm.
18. **RESUBDIVISION OF LOTS** - No lot shall be subdivided, so as to create two (2) lots. However, a lot may be subdivided so that a portion of said lot is added to an adjoining lot or the subdivided lot is added to the lots on either side, thereby eliminating the subdivided lot.

19. **LIVESTOCK / PETS** - No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets, provided that they are not kept, bred or maintained for commercial purposes or in such numbers or condition as may be offensive to other property owners in the subdivision.
20. **FENCE** - No fence shall be erected on any lot beyond the front wall of the improvements, and all fencing must be approved by the Architectural Control Committee prior to commencement.
21. **AUXILIARY BUILDINGS** - Outbuildings are permitted provided, however, that they are located behind the residence and comply with all setback and servitude requirements, and further, that they consist of a similar style and color as the residence constructed on said lot. Construction or occupancy of garage or outbuildings as separate dwelling units on any of the lots in the subdivision is prohibited.
22. **TELEPHONE, TELEVISION, AND OTHER LINES** - Telephone, television, and other connections and installations of wires and cables to buildings shall be made underground from the nearest available source. Satellite dishes and antennas shall be mounted on the rear of the building in such a manner that they are not visible from the street.
23. **PAINT / IMPROVEMENTS** - The owner shall not paint or decorate any portion of the exterior of any buildings facing the street without first obtaining consent from the Architectural Control Committee.
24. **GARAGES, STORAGE & CARPORTS** - Garages, carports, and uncovered parking pads (herein after jointly referred to as Parking Areas) may be constructed on lots in the subdivision only as described herein. If the Parking Area is on the front or side of the residence, or if the residence is placed on a corner lot, then the Parking Area must be covered by a carport or garage constructed with the same style and materials as the residence. It must accommodate at least one (1) standard sized vehicle. An uncovered parking pad large enough to accommodate a maximum of one (1) standard sized vehicle is permissible only directly adjacent to a single carport or garage. Furthermore, if the carport or garage is constructed separately from the building and attached thereto by a covered walkway, said walkway and the carport or garage shall be constructed with the same style and materials as the residence. Lastly, any Parking Area placed on the front or side of a home on Lots 1-43 must be placed a minimum of ten (10) feet behind the front most portion of the structure. However, if the parking area is behind the home (not directly visible from the street on non-corner lots only), then the parking area may be one of the types described above, an approved manufactured metal canopy, or an uncovered parking pad.
25. **GARAGE APARTMENTS** -No garage apartment shall be erected or permitted on any lots.
26. **SIGNS** - No sign of any kind shall be displayed to the public view on any lot or in the streets of the subdivision, except one (1) sign advertising that particular property for sale or rent or customary signs used by a builder or real estate broker to advertise the property during construction or sales period. However, this limitation shall not apply to the Developer of the subdivision during the course of its development.
27. **MAILBOXES** - All mailboxes shall be in accordance the design contained on "Exhibit A" attached hereto. Any deviation from this design must be approved by the Architectural Control Committee.
28. **SWIMMING POOLS** - Swimming pools shall be permitted, provided that they are fenced to limit access and they are restricted from view of the street. All swimming pools shall be kept clean and in such a manner as to avoid health, insect and pest problems.
29. **LOT CLEANLINESS & MAINTENANCE** - No rubbish, trash, garbage or other waste materials may be accumulated or dumped or maintained on any lot of the subdivision. Lot owners shall keep their respective lots mowed and free of noxious weeds. No building materials and no building equipment of any kind may be placed or stored on any lot except in the actual course of construction of a residence or other building thereon. In the event that an owner fails to discharge this obligation after ten (10) days of written notice, the Architectural

Control Committee, or its representative, may at its discretion, cause the lot to be mowed or cleaned and may demand and sue for reimbursement for such costs, including legal fees and legal interest from the date of demand in accordance with paragraph 34 herein.

30. **CONCRETE WASH** - Owners must assure that during construction of their improvements, concrete trucks dispose of wash-out only in specified wash-out containers.
31. **VEHICLES** - The placing and parking of house trailers or mobile homes on any lot in the subdivision shall be prohibited. No motor home, travel trailer, camper or other similar recreational vehicles may be used as a residence on any lot and any such vehicle as well as boats and boat trailers must be parked and kept behind an opaque enclosure that allows no more than the upper one-third (1/3) of said vehicles to be visible from the road. No vehicles may be parked on the street in front of any residence longer than forty-eight (48) hours and no vehicles may be placed on blocks or any immovable position on any lot or street in the subdivision. Owners of each lot shall provide sufficient off-street parking to accommodate the placement of all vehicles belonging to, or operated by, persons occupying the residential dwelling on such lot and which are regularly parked in the subdivision overnight, which parking shall be located at least twenty (20) feet from any street adjacent to the lot. No commercial vehicles may be parked on any lot if they exceed the weight of one (1) ton, except where necessary to construct the improvements or make deliveries, repairs or service calls.
32. **ARCHITECTURAL CONTROL COMMITTEE** - The Architectural Control Committee shall be composed of three (3) individuals appointed by the Developer. The committee may designate a representative to act for it in its capacity. The Developer shall have the exclusive right to appoint the Architectural Control Committee until such time as the Developer shall release this right to the Brock Pointe Homeowners Association or upon completion of construction of homes on 100% of the lots. Thereafter, the Brock Pointe Homeowners Association shall have the right to appoint the Architectural Control Committee including the right to determine the number of members of the Committee and their qualifications. The Architectural Control Committee shall serve without pay and shall review all building plans to ascertain their compliance with all of the restrictions as set forth herein. The decision of the Architectural Control Committee, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final, binding and non-appealable. The Architectural Control Committee may grant variances from compliance with any of the provisions of this act, including without limitation, restrictions upon heights, placement of structures, setbacks, colors, materials, or similar restrictions when circumstances such as topography, natural obstructions, hardship, or aesthetic consideration may warrant same in the sole and absolute discretion of the Architectural Control Committee. The granting of a variance shall not operate to waive any of the terms and provisions of this act for any purpose except as to the particular property and in the particular instance covered by the variance. The owner shall be responsible to insure that waivers affecting title are in proper form and recorded in the Clerk of Court's Office at the owner's cost.
33. **HOMEOWNERS ASSOCIATION** - Each lot owner automatically becomes a member of the Brock Pointe Homeowners Association. The Brock Pointe Homeowners Association, hereinafter referred to as the "Association", shall enforce the subdivision restrictions, represent the subdivision in any public matters affecting the subdivision, promote subdivision activities and provide for the maintenance of the subdivision entrance and common area. The Association will collect yearly dues as fixed by the Board of Directors, which dues shall be payable in advance for one (1) year and shall be prorated at the time of acquisition. Until the Board of Directors sets a different amount, the yearly dues shall be \$100.00. Developer shall be a member of the Association and shall have one vote per lot owned. However, Developer shall be specifically exempt from payment of all dues and assessments pertaining to the lots owned by it.
34. **ENFORCEMENT** - In the event of any violation of the restrictions contained herein, the Association, its successors, assigns and agents shall have the right to enforce these restrictions and go upon the property, cause the lot to be cleared, cleaned and mowed, and have the grass, weeds and vegetation cut, when and as often as may be necessary in the Association's judgment to keep the lot in the condition required by these restrictions. The Association shall have the right to go upon the property, whether or not the improvements

have been constructed, to eliminate nuisance conditions, to mow lawns or trim shrubbery, or to do anything necessary to maintain the aesthetic standards of Brock Pointe for the benefit of other lot owners. In any such event, the lot owner shall be obligated to pay or reimburse the Association, its successors, assigns and agents for the costs or expense of such work, together with reasonable costs of collection and reasonable attorney's fees in the event it shall be necessary that the matter be turned over to an attorney at law for collection. The Association may also assess fines for continuing violations of these restrictions which fines shall not exceed \$25.00 per day. The cost of any such work, the amount of the fines, together with reasonable costs of collection, costs of preparing and filing the lien, and reasonable attorney's fees, shall constitute a lien upon the lot involved, which lien shall be enforceable as hereinafter provided, or in any other manner provided by law. Any representative of the Association can perfect such lien against the property by delivering to the owner, personally or by certified mail of same a sworn detailed statement of the claim, and shall record a sworn statement showing the total amount of the claim in the office of the Clerk of Court or Recorder of Mortgages for the Parish of Lafayette, which delivery and recordation shall be made no later than one (1) year after completion of the work, clearing, cleaning, mowing or such event or events giving rise to the claim. The lien so perfected shall preserve the privilege against the lot for a period of five (5) years from the date of its recordation and may be enforced by a civil action in a Court of competent jurisdiction initiated within the five (5) year period. At the expiration of five (5) years the privilege preserved shall prescribe or terminate unless a notice of filing of suit on the lien has been recorded. Such notice of filing suit shall preserve the privilege until the court in which the suit is filed shall order the cancellation of the inscription of the lien and the notice of filing suit upon the lien, or until the claimant authorizes the Clerk of Court or Recorder of Mortgages to cancel such inscription. Any charge, penalty, assessment or lien provided for herein shall bear legal interest until paid. A sale or transfer of any lot shall not affect any pre-recorded lien for delinquent maintenance. No sale or transfer shall relieve such lot owner individually from liability for any amount due for maintenance deficiencies filed or recorded as a lien.

35. **AMENDMENTS** - Until all of the lots in the subdivision are disposed of by the Appearer, these restrictions, including, but not limited to, front, side or rear setback requirements, may be amended unilaterally by an act executed by the Appearer without the written consent of any other Owner of a lot in the subdivision. However, no amendment may be enacted by Appearer unilaterally pursuant to the above authority without the written consent of two-thirds (2/3rds) of the Owners of the lots in the subdivision where such amendment affects restrictions related to the manner which these lots may be utilized (i.e. residential). After the sale of all the lots in the Subdivision by the Developer, amendments affecting these restrictive covenants must be approved by lot owners owning two-thirds (2/3rd) of the lots in the Subdivision.

36. **INVALIDATION** - Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof and the latter provisions shall remain in full force and effect.

THUS DONE & SIGNED by Appearer at my office in Lafayette, Louisiana on the date first above written in the presence of me, Notary, and the following witnesses who have signed in the presence of the Appearer and me, Notary.

WITNESSES:

ACADIAN PLACE PROPERTIES, LTD.

Print Name: _____

By: _____
LAWAYNE A. SIEFERMAN, President

Print Name: _____

RANDALL E. OLSON
NOTARY PUBLIC #42266

EXHIBIT A

Paragraph 26- MAILBOXES-All mailboxes shall be in accordance with “Exhibit A”. The Architectural Control Committee must approve any deviation from this design.

