

ACT OF DEDICATION
AND RESTRICTIVE COVENANTS
OF SUMMERFIELD SUBDIVISION

BE IT KNOWN, that on this 21st day of April, 2005, BEFORE ME, the undersigned Notary Public, duly qualified in the State and Parish IT KNOWN, that on this aforesaid, and in the presence of the undersigned witnesses, personally came and appeared:

SUMMERFIELD, L.L.C., a Louisiana Limited Liability Company represented herein by Manuel Investments, Inc. its duly authorized Manager, appearing herein through its duly authorized officer (hereinafter referred to as "Developer" or "Appearer")

who declared that Appearer is the owner of the property described herein and hereby subdivides the property as shown on the attached plat of survey into LOTS ONE (1) through EIGHTY-TWO (82) and the right-of-ways fronting said lots, which shall be known as "Summerfield Subdivision" and is herein referred to sometimes as "the Subdivision."

Appearer further declared that it does hereby establish in favor of the City of New Iberia, Louisiana, and unto the general public as free and public ways and for the installation and maintenance of any and all utilities needed to serve the property shown on said plat of survey, the street right of ways shown on the attached plat of survey, SUBJECT TO THE FOLLOWING MINERAL RESERVATION: Appearer hereby retains and reserves unto itself all oil, gas and other minerals and mineral rights of every kind and character located in, under or upon, the streets which it is dedicating, in perpetuity, to the greatest extent permitted by law, provided however, Appearer agrees that no surface operations shall be permitted for the exploration or extraction of such minerals under said roads and streets.

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 15th day of February, 2024, 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:

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 1.5 stories in height and a private garage or carport for not less than two (2) automobiles.
2. **DRIVEWAYS** - All driveways 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.
3. **ELECTRICAL** - The subdivision will be served by an underground electric distribution system and the electric service to each residence must be underground.
4. **WATER AND SEWAGE** - Summerfield Subdivision will be served by public sewer in accordance with City and State regulations. No private sewer system will be allowed on any lot. Water may be made available to each lot owner by arrangements with LAWCO in accordance with the rates and requirements of the Iberia Parish Health Unit and the State Board of Health. 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 quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade evaluation. The exterior of the building may be real brick, stucco, hardi-plank (cementitious board) or a combination thereof. Vinyl Siding may only be used for soffits, fascia, overhangs and the rear of residences. 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. 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.
6. **ROOF PITCH** - The minimum roof pitch shall be seven (7) feet vertically for every twelve (12) feet horizontally (7/12), unless otherwise approved by the Architectural Control Committee. All shingles will be minimum twenty five (25) year warranty architectural shingles.
7. **SQUARE FOOTAGE** - For lots 1-82, there shall be a minimum of one thousand three hundred (1300) square feet of living area in each residence, which 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.

8. **CEILING HEIGHTS** - All residences shall be constructed with at least seventy (70%) percent of the ceilings on the ground floor being not less than nine (9) feet high, unless otherwise approved by the Architectural Control Committee.
9. **FIREPLACES** - The exterior of chimneys shall be covered with the same material as used on the exterior of the residence. All chimneys must have masonry or architectural metal caps.
10. **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 match, or be painted to match, the color of the roof. Residences on corner lots are considered to have two (2) front sides relative to the purposes of this section.
11. **LANDSCAPING** - The Architectural Control Committee must approve all landscaping. Landscaping shall be installed within thirty (30) days of occupancy of the residence. The front yard must be completely sodded with centipede or equal. 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 five (35) herein.
12. **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 fifteen (15) 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.

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.

13. **BUILDING ORIENTATION** - All residences built on the lots which comprise Summerfield Subdivision shall face the direction (street) approved by the Architectural Control Committee.

14. **TREES** - 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. Placement of any object on any tree or trees is prohibited.

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.

17. COMMERCIAL / NOISE - No commercial business, trade, 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 that dogs, cats or other household pets, provided that they are not kept, bred or maintained for commercial purpose 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 said lot beyond the front wall of the improvements and all fencing material must be wood, wrought iron, brick or stucco and approved by the Architectural Control Committee.

21. DELAY OF CONSTRUCTION - Approval of plans and specifications shall be applicable only to the current lot owner and shall terminate and be rendered void if construction of improvements is not begun within six (6) months after such approval. Due to extenuating circumstances, an owner may request the Architectural Control Committee to extend the six (6) month time limitation.

22. AUXILIARY BUILDINGS - No building other than a single family dwelling and private garage are to be built on any lot, Outbuildings are permitted provided, however, that they are located behind the residence and are located at least ten (10) feet from the rear line, and further, that they consist of the same style, color and architecture of 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.

23. 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.

24. PAINT / IMPROVEMENTS - The owner shall not paint or decorate any portion of the exterior of any buildings or improvements facing the street without first obtaining consent from the Architectural Control Committee.

25. GARAGES, STORAGE & CARPORTS - All buildings constructed in the subdivision must include a carport or garage capable of containing at least two (2) standard size automobiles. Whenever possible considering the size and shape of the lot, the openings of such garages or carports shall not be visible from the street. In cases where it is unavoidable that openings of garages or carports are visible or partly visible from the street, they must be equipped with doors. If the open portion of the garage faces the street fronting the home, the garage must have two single garage doors and be

placed a minimum of ten (10') feet behind the front building setback line. If 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 of a construction and of materials similar to that of the home. All buildings must have at least fifty (50) square feet of designated storage (i.e.- Enclosed storage area at the rear of the carport or an area in a garage designated for storage).

26. GARAGE APARTMENTS -No garage apartment shall be erected or permitted on any lots.

27. 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.

28. MAILBOXES - All mailboxes shall be in accordance with "Exhibit A" and the color must be approved by the Architectural Control Committee. Any deviation from this design must be approved by the Architectural Control Committee

29. 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.

30. 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 35 herein.

31. CONCRETE WASH - Owners must assure that during construction of their improvements, no concrete trucks are allowed to leave piles of concrete on any lots or streets.

32. 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 the front set back line within a closed building or enclosure so that it is not visible from the street. No vehicles may be parked on the street in front of any residence longer than twenty four (24) 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.

33. 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 Summerfield Subdivision Homeowners Association or upon completion of construction of homes on 100% of the lots. Thereafter, the Summerfield Subdivision 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.

34. HOMEOWNERS ASSOCIATION - Each lot owner automatically becomes a member of the Summerfield Subdivision Homeowners Association. The Summerfield Subdivision Homeowners 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 Homeowners Association, Inc., hereinafter referred to as "Homeowners" will have the sole obligation and responsibility for maintaining the trees and/or shrubs that are being planted by the developer within the public street right-of-way between the individual lots and the streets of the subdivision herein. Further, "Homeowners" are to protect, indemnify, defend and hold harmless the City of New Iberia, hereinafter referred to as "City" its elected and appointed officials, its officers employees, representatives, and/or agents, from any and all loss, claims, liability, penalty, fine, forfeit, demand, cause of action, suit, cross-claim, third party action, judgment and/or all cost and expenses incidental thereto, including cost of investigation, settlement and reasonable attorneys fees arising out of or in any way connected to this obligation and agreement by "Homeowners" to plant and maintain said trees and any and all activities of "Homeowners" under this agreement, including any such loss, claim, liability, penalty, fine, forfeit, demand, cause of action, suit, cross claim, third party action and/or judgment resulting from the negligence or concurrent negligence of the City, its officers, representatives and agents. The Homeowners 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 \$60.00. Developer shall be a member of the Homeowners 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.

35. 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 Summerfield Subdivision 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 Iberia, 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 Court of competent jurisdiction initiated within the five (5) year period. At the expiration of five (5) years the privilege preserved shall preempt 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 lien.

36. 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 Appearer, amendments affecting these restrictive covenants must be approved by lot owners owning two-thirds (2/3rd) of the lots in the subdivision.

37. 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.

38. COMMON AREA - The areas shown on the Final Plat of Summerfield Subdivision as "Common Area" shall automatically revert to the Summerfield Subdivision Homeowners Association ownership upon the conception of the Association and shall be received by the officers of the organization at that time.

THUS DONE & SIGNED by the 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:

SUMMERFIELD, L.L.C.

By: Gregory A. Manuel

**Judy B. Soileau
NOTARY PUBLIC**

EXHIBIT A

Paragraph 30- MAILBOXES-All mailboxes shall be in accordance with "Exhibit A" and the Architectural Control Committee must approve the color. The Architectural Control Committee must also approve any deviation from this design.

