

STATE OF LOUISIANA  
PARISH OF ST. CHARLES

RESTRICTIVE COVENANTS  
ACADIAN TRACE SUBDIVISION  
ST. CHARLES PARISH

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BE IT KNOWN, that on this 30<sup>th</sup> day of August in the year of our Lord One  
Thousand Nine Hundred and Ninety-Five (1995);

BEFORE ME, Don Almerico, a Notary Public, duly commissioned  
and qualified in and for the Parish of St. Charles, State of Louisiana, in the presence of the  
witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

ACADIAN TRACE LOT 6 SOUTH AN ORDINARY LOUISIANA PARTNERSHIP IN  
COMMENDAM, organized pursuant to articles of partnership executed January 11, 1990,  
and filed for record with the Secretary of State and the St. Charles Parish Clerk of Court on  
January 11, 1990, represented herein by its General Partner, ACORN, A REAL ESTATE  
DEVELOPMENT, INC., a Louisiana Corporation domiciled in the Parish of St. Charles,  
represented herein by its President, Paul J. Murray, Jr., acting per corporate resolution of its  
Board of Directors, a copy which is attached hereto and made a part hereof and labeled  
Exhibit "A"; Darlene Bourgeois Faucheux, wife of and Rober R. Faucheux, Jr.

who declared that it is the owner of the hereinafter described property, to-wit:

ACADIAN TRACE SUBDIVISION final plot, located in Section 11, T 12 S, R 8 E, which  
is comprised of Lots 1 - 18, as shown on on the final plot, prepared by J. Michael Dixon,  
P.L.S., dated July 27, 1995.

more fully described as follows:

From the intersection of the easterly right of way line of the Illinois Central Gulf Railroad and  
the southerly boundary line of Parcel 6A (the point of beginning), proceed N23° 36' 40"W a  
distance of 307.11 feet; thence N46° 04' 10"E a distance of 921.89 feet; thence S23° 36'  
40"E a distance of 307.11 feet; thence S46° 04' 10"W a distance of 921.89 feet to the point  
of beginning.

The above described parcel contains 6.095 acres, being the same property referred to as  
Parcel 6A on a Resubdivision of Lots 6 East A and 6 West A and Lots 6 East B and 6 West  
B, Ormond Plantation to Parcels 6A and 6B in Section 11, T 12 S, R 8 E, St. Charles Parish,  
State of Louisiana, by Lucien C. Gassen dated January 10, 1990, and recorded on the 11th  
day of January, 1990, in Book 419, folio 464, Entry #148312, of the records of St. Charles  
Parish.

And the said persons do by these presents hereby create and impose on said property, the following restrictions to wit:

- 1.) **LAND USE AND BUILDING TYPE:** No lot shall be used except for single family residential purposes and these covenants specifically prohibit any use of private homes, such as by professional men for the operation of dentist's offices, doctor's offices, nurseries, clinics, law offices, or any other business activity. No home occupation permit shall be allowed. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage for not more than four (4) cars. Accessory buildings, such as carports, utility sheds, storage sheds, and green houses, etc., must be of substantially the same construction as that of the main dwelling and must be approved by the Architectural Control Committee.
- 2.) **DWELLING COST, QUALITY AND SIZE:** No dwelling shall be permitted at a cost of less than \$120,000.00, excluding cost of lot, based upon cost level prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to ensure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at a minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of attics, open porches and garages, shall not be less than 2,500 square feet for a one story dwelling, nor less than 1,400 square feet for a dwelling of more than one story; in no event, however, shall the combined square footage of dwelling of more than one story be less than 2,500 square feet exclusive of attics, open porches and garages.
- 3.) **BUILDING LOCATION:** No building shall be located on any lot nearer than 20 feet to the front lot line. No building shall be located nearer than 10 feet to an interior lot line, except that a 5 foot side yard shall be required for a garage or other permitted detached accessory building located in the rear one-half (1/2) of any lot. No dwelling or accessory building shall be located on any interior lot nearer than 10 feet to the rear lot line. For the purposes of this covenant eaves and steps shall not be considered as part of a building, provided, however that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Carports, utility rooms and open porches shall be considered part of the building for purposes of this covenant.

All building set backs are subject to St. Charles Parish Planning and Zoning Ordinances, therefore the Owner/Contractor is responsible for complying with Parish requirements.

No residence shall be built on less than one (1) lot as shown on the map of ACADIAN TRACE SUBDIVISION, attached hereto except, however, that when any purchaser wishes to buy more than one site in order to erect a larger permitted residential building, this may be done provided that said lots or fractional lots are treated as one and the restrictions applying to a single lot are adhered to and no resubdivision of lots shall be done which would leave remaining a lot of an area or width below the average standard, as indicated on the aforementioned map of ACADIAN TRACE SUBDIVISION, and there is no violation of Paragraph No. 4 following hereafter.

Bay or dormer and other projecting windows, or other structural parts shall not project beyond the front and side building lines.

Cornices, spouting, chimneys, brackets, pilasters, grill work, trellises, and other similar projections and any projections for purely ornamental purposes may project beyond the front and side building lines, however, not exceeding two (2') feet.

- 4.) **LOT AREA AND WIDTH:** No building shall be erected or placed on any lot having a width of less than 95 feet along the minimum building setback lines. No dwelling shall be erected or placed on any lot having an area of less than the number of square feet originally existing in that lot upon initial resubdivision; except that on lots 8, 10 and 11; the minimum setback width shall be as shown on the map of ACADIAN TRACE SUBDIVISION.
- 5.) **VEHICLES:** No trucks, trailers, automobiles, or other commercial vehicles bearing advertisements are to be stored or parked on residential property or on streets, except when making deliveries. Passenger vehicles owned by a resident, shall be stored on the residence ground and not on the street. No campers, recreational vehicles, or boats shall be parked between the street and the front of any residence (the "front of the residence" being defined as the area of the lot between the street and a line drawn parallel to the front of the home to the side boundary of the lot).
- 6.) **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 7.) **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, tool shed, barn or other building shall be used on any lot at any time.
- 8.) **SIGNS:** No signs of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period of not more than 4 feet by 8 feet.
- 9.) **OIL AND MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- 10.) **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot for commercial purposes. Dogs, cats, and other pets may be kept provided that they are not kept, bred, or maintained in a manner that would constitute an annoyance or nuisance to the neighborhood.
- 11.) **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 12.) **WATER SUPPLY:** No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the appropriate parish or municipal authorities. Approval of such system as installed shall be obtained from such authority.
- 13.) **SEWAGE DISPOSAL:** No individual sewage-disposal system shall be permitted on any lot unless such system is designated, located and constructed and equipped in accordance with the requirements, standards and recommendations of appropriate parish or municipal authorities. Approval of such system as installed shall be obtained from such authority.

14.) **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons, claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the then owners of 75% of the total land affected by the restrictions has been recorded, agreeing to change said covenants in whole or in part; furthermore, no proposed change in said covenants shall become effective without the concurrence of not less than 75% of the then owners of Lots, after said owners are provided 30 days written notice. These covenants cannot be modified or amended prior to the aforementioned 25 years unless an instrument signed by the then owners of 90% of the total land affected by these restrictions has been recorded, agreeing to modify or amend said covenants in whole or in part; furthermore, no proposed change in said covenants shall become affective without the concurrence of not less than 90% of the then owners, after said owners are provided 30 days written notice.

15.) **ENFORCEMENT:** Enforcement shall be by Proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The subscribers hereto expressly recognize that the restrictions herein created are for the benefit of the land herein described. Each owner of record of each lot in ACADIAN TRACE SUBDIVISION shall have standing to bring action to enforce these covenants, it being expressly understood and agreed that each shall have the power and right to enforce or take any other action as described above in this covenant on enforcement.

16.) **ARCHITECTURAL CONTROL COMMITTEE:** All plans for residences to be built on the herein described property must be first submitted for review to each member of Architectural Control Committee of ACADIAN TRACE SUBDIVISION for approval prior to the beginning of construction. The Architectural Control Committee shall be comprised of June L. Murray, Paul Murray, Jr., and C. A.Landeché. None of the members of said Committee shall be entitled to any compensation for services performed pursuant to this covenant. Approval or disapproval as required in these covenants shall be in writing. In the event the Architectural Control Committee fails to approve or disapprove within 30 days after plans and specifications have been submitted to each of its members or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this covenant as to approval of the Architectural Control Committee shall be deemed to have been fully complied with.

17.) **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which still remain in full force and effect.

18.) **SWIMMING POOLS:** Swimming pools, if and when erected, are to be approved by the Architectural Control Committee, be of substantial and neat construction, and will only be permitted provided they are entirely surrounded by a fence not less than 72 inches in height and shall conform to all fence requirements contained herein. No part of the completed installation shall be built closer than ten (10') feet to either side of property line, closer than forty (40') feet to the front property line, or closer than ten (10') feet to the rear property line. The finished top-side or surface deck, shall not be constructed higher than two (2') feet above the established site grade of the residence. Equipment such as diving boards, etc., shall not be higher than the surrounding fence.

19.) **FENCES:** There shall be no front yard fences nor side yard fences erected between the front building line and the front property line built of

chain link, cedar, solid brick, wood, or any other material which limits visibility. Side rear fences, when erected between the rear property line and rear building line and rear yard fences, shall be of neat and substantial construction, but a front yard fence may be constructed of ornamental iron or any other material which will enhance the aesthetics of the neighborhood. Front yard fences must not limit visibility across the front of the lot. The Architectural Control Committee may approve fences not in conformity with this covenant.

20.) **ELECTRIC POWER:** All electric power services shall be placed underground from the property line to the building. Electric power for residential purposes shall be furnished by single phase service. Payment for that portion of the cost of underground electric distribution facilities that is in excess of the cost of overhead electric distribution facilities, the cost of street lighting where applicable, and the furnishing of electric power shall be borne by the customer receiving such service in accordance with applicable rate schedules and riders on file with the Louisiana Public Service Commission.

21.) **SITE GRADE, SLAB ELEVATIONS, RELATED MATTERS:** A) All lots shall be filled and graded to require drainage to the subsurface drainage provided in the street R.O.W. (Acadia Lane) except that lots whose rear property line is bounded by a St. Charles Parish drainage canal (Lot 1, 2, 3, 4, 5, 6, 7, 8, 9 can be graded to permit rear yard drainage to the canal). Lot 1 and 18 may be graded so as to drain on their north boundary into the drainage ditch on the northside of these two lots as well as to the subsurface drawings of the streets. B) No lot shall be graded so as to drain onto an adjoining lot or property. C) The perimeter of the house grade elevation shall be no less than 6.0' above sea level and no more than 7.5' above sea level. D) Raised plant beds at the perimeter of the house to 6" to 12" high are permitted. E) The elevation of the floor of the homes shall conform to St. Charles Parish Planning & Zoning requirements.

Plans showing locations and details of all site grade, floor elevations, etc., and conforming to the criteria established by 21 (A), (B), (C) and (D) shall be submitted first for approval to the Architectural Control Committee before any buildings are erected.

22.) **STREETS:** No street, public or private, shall be allowed to connect Acadia Lane, and Acadia Lane shall remain a dead-end cul de sac street. There shall be no vehicular ingress or egress of any kind to Acadia Lane from any property outside of ACADIAN TRACE SUBDIVISION (i.e., property other than Lots 1-18) through any parcel of land within ACADIAN TRACE SUBDIVISION.

Streets and right-of-ways are dedicated to St. Charles Parish for public and property owners use; therefore, are not to be used for storage of construction materials or construction/site debris. Such material and debris are to be stored on the property owner's lot.

The owner or his contractor is to build dams at the concrete curb to prevent silt and fill from the building site to spill onto the street and into the subsurface drainage system.

23.) **HOMESITES:** There shall never be more than eighteen (18) single family homesites in ACADIAN TRACE SUBDIVISION.

24.) **SIDEWALKS:** The individual lot owner or the contractor for his home shall provide a 4' wide x 4" thick, 2500 lb. concrete public sidewalk with expansion joints every 20' - 0" or less o.c. and control joints every 40" o.c. this Sidewalk is to be complete prior to home occupancy.

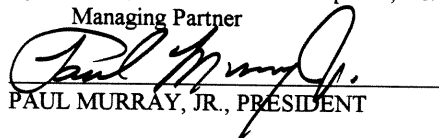
THUS DONE AND PASSED, in duplicate original, in my office in Destrehan, Louisiana, on the day, month, and year hereinabove first written, in the presence of the undersigned competent witnesses who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

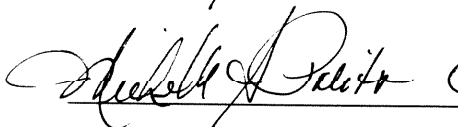
WITNESSES:

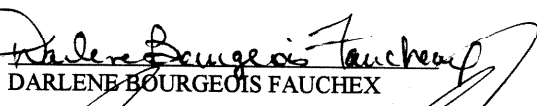
ACADIAN TRACE LOT 6 SOUTH AN  
ORDINARY LOUISIANA PARTNERSHIP  
IN COMMENDAM

By: ACORN, A Real Estate Development, Inc.  
Managing Partner

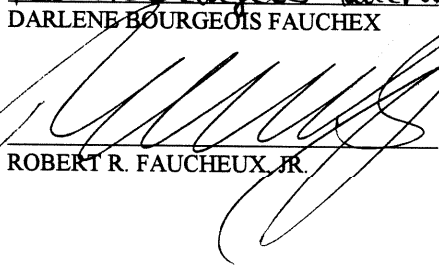
  
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PAUL MURRAY, JR., PRESIDENT

  
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DARLENE BOURGEOIS FAUCHEX

  
\_\_\_\_\_

  
ROBERT R. FAUCHEUX, JR.

  
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Notary Public

**RECORDED IN THE ST. CHARLES PARISH**  
**CLERK OF COURT OFFICE**  
ON September 7, 1995  
AS ENTRY NO. 196357  
IN MORTGAGE/CONVEYANCE BOOK  
NO. 498 FOLIO 865