

Country Cottage Estates LLC

Declaration of Covenants and Restrictions

Article 1

The following words when used in this declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- 1.1 "**Association**" shall mean and refer to the Country Cottage Estates Homeowners Association, Inc.
- 1.2 "**The Properties**" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any Supplemental Declaration under the provisions of Article 1.1, hereof.
- 1.3 "**Common Properties**" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties included, as Common Properties are any community servitudes on parish property, which are maintained by the Association.
- 1.4 "**Developer**" Any purchaser of all or a portion of The Properties whose intention it is to buy for resale or to buy for the purposes of building for sale single-family homes. Developer may include Declarant or any of its successors, assigns, transferees or grantees.
- 1.5 "**Lot**" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
- 1.6 "**Owner**" shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot situated upon The Properties but notwithstanding, any applicable theory of the mortgage, shall not mean to refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- 1.7 "**Member**" shall mean and refer to all those Owners who are members of the Association as provided in Article 3.1, hereof.
- 1.8 "**By-Laws**" The By-Laws of Country Cottage Estates Association, Inc., when and as adopted by the Board of Directors of the Association.
- 1.9 "**Annual Assessment Fee**" Assessment levied for the exclusive use for the maintenance of the common areas, promoting the recreation, health, safety, and welfare of all residents, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of the labor, equipment, materials, management, and supervision thereof.
- 1.10 "**Special Assessments**" Assessments applicable for a given year for the purpose of defraying the cost of construction or unexpected repairs or replacement.
- 1.11 "**Special Assessments**" Costs incurred in bringing a specific Lot into compliance with the terms of this Declaration
- 1.12 "**Class "B" Control Period**" Period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors as provided in Section 3.2
- 1.13 "**Declarant**" Country Cottage Estates LLC, a Louisiana Partnership in Commendam, or any successor, successor-in-title, or assign who takes title to any portion of the property described in Article 1.1 herein, for the purpose of development and/or sale and

who is designated as the Declarant in a recorded instrument executed by immediately preceding Declarant.

1.14 "Master Plan" The land use plan for the development of the Country Cottage Estates, LLC and approved by St. Charles Parish, State of Louisiana, as it may be amended from time to time, which plan includes the property described in Article 1.1

Article II

2.1 "Existing Property" The real property, which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the resubdivision of Tract 2 of C.L. Bougere Estates into Lots 1 through 20 of Country Cottage Estates Phase 1 and all subsequent phases to be approved in Country Cottage Estate situated in Section 6, Township 12-South, Range-7-East, St. Charles Parish, Louisiana.

Article III

3.1 "Membership" Every person or entity who is a record owner of a fee simple interest or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Country Cottage Estates Homeowners Association, Inc., provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

There shall be only one membership per lot. If a lot is owned by more than one person, all co-owners shall share privileges of such membership, subject to reasonable Board regulations and restrictions on voting set forth in Section 3.2 and all such co-owners shall be jointly, severally, and *In solido* obligated to perform the responsibilities of Owners. The membership of an owner, which is not a natural person, may be exercised by an officer, director, partner, member, trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3.2 "Voting" The Association shall have two classes of membership. Class "A" and Class "B"

Class "A" - Members shall be all Owners except the Class "B" member. Class "A" Members shall have one equal vote for each lot in which they hold an interest required for membership in Section 3.1; provided, there shall be only one vote per lot and it shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Class "B" - The sole Class "B" Member shall be the Developer. The rights of the

Class
actions

"B" Member, includes the right to approve or withhold approval of Proposed under this Declaration, the By-Laws and the Articles of the Incorporation. The Class "B" Member may appoint a majority of the Members of the Board of Directors during the Class "B" Control

Period.

The Class "B" membership shall terminate upon the earlier of:

- (1) One hundred (100%) percent of the proposed lots are conveyed To Class "A" members or
- (2) when, in its discretion, the Declarant so determines and

declares in a recorded instrument.

Upon termination of the Class "B" membership, the Declarant shall be a Class "A" Member entitled to Class "A" votes for each lot which it owns.

Article IV

Covenant for Maintenance Assessments

4.1 Creation of the Lien and Personal Obligation of Assessment - The Developer for each lot owned by it within The Properties hereby covenants and each Owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be "deemed" to have covenanted and agreed to pay the Association:

- (1) Annual Assessments Fee
- (2) Special Assessment for capital improvements
- (3) Specific Assessments for bringing any lot in compliance with this Declaration, to be fixed, established, and collected from time to time as hereinafter provided.

The Annual and Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of the collection thereof is hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due.

4.2 Purpose of Assessment - The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of The Properties related to the use and enjoyment of the Common Properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, and management, and supervision thereof.

4.3 Annual Assessment Fee - An Annual Assessment Fee of \$100.00 dollars will be required of each Class "A" lot Owner. The Annual Assessment Fee shall be due in advance on or before January 2 of each year and will be billed to each Class "A" lot Owner by the Association. The lot Owner will be required to pay their pro-rata share of the annual assessment from the date of the closing through December 31 of the year they acquire their lot. The Annual Assessment Fee must be paid no later than ten (10) days after January 2 of each year or ten (10) days after the invoice for the Annual Assessment Fee is received by the Class "A" lot owner, whichever is later (the "Delinquency Date").

4.4 Declarant's Obligations for Assessments - During the Class "B" Control period, Declarant will pay the difference between the amount of assessments levied on all other lots subject to assessment and the amount of actual expenditures by the Association during the calendar year. The Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services, materials, or by a combination of these. After termination of the Class "B" Control Period, the Declarant shall pay assessments on its unsold lots in the same manner as any other owner.

The Board Directors of the Association may, after consideration of current Maintenance costs and future needs of the Association, propose the Annual Assessment Fee for any year at a decreased amount.

4.5 Special Assessments for Capital Improvements - In addition to the Annual Assessment Fee authorized by Section 4.2 and 4.3 hereof, after the Class "B" Control

Period, the Association may levy in an assessment year, a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and set forth the purpose of the meeting.

4.6 Change in Annual Assessment Fee - At least forty-two (42) days before the beginning of each fiscal year, the Board of Directors shall prepare a budget covering the estimated Common Expenses during the coming year. Annual Assessment Fees shall be levied equally against all Lots and shall be set at a level, which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses.

4.7 Date of Commencement of Annual Assessments: Due Date - The Annual Assessment Fee provided for herein shall commence on the first day of January, fixed by the Board of Directors of the Association to be the date of commencement. The Board may approve another date of commencement due to unforeseen circumstances.

4.8 Duties of the Board of Directors - Once the Annual Budget has been prepared as per Section 4.6, above, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period for at least thirty (30) days prior to the beginning of the fiscal year which it is to be effective and, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notices of the assessments shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

4.9 Effect of Non-Payment of Assessments - The personal obligation of the Owner: The Lien: Remedies of the Association. If any assessment is not paid on the date when due (being the date specified in Section 4.8 hereof), then such assessment shall become delinquent and shall, together with such interest therein and cost of collection thereof as hereinafter provided, thereupon with such interest thereon and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, assigns and personal representatives.

If the assessment is not paid within thirty (30) days of the delinquency date, the assessment shall bear interest from the date of delinquency at a rate of ten (10%) percent per annum, and the Association may bring action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, reasonable attorneys fees in preparing the lien, or complaint and representing the Association in any action against the delinquent property owner.

4.10 Subordination of the Lien to Mortgages - The lien to the assessments provided herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to the assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to decree of foreclosure, to any proceedings in lieu of foreclosure. Such a sale or transfer shall not relieve such property from the lien of any such subsequent assessment. Notwithstanding the above, a lien filed by the Association against a member for the non-payment of an assessment shall not be subordinate or inferior or any subsequently filed mortgage, judgment, or lien against the lot.

4.11 Specific Assessments - The Association shall have the power to levy Specific Assessments against a particular lot as follows:

- (a) To cover the cost incurred in bringing any said lot into compliance with the terms of this Declaration
- (b) Provided the Board shall give the lot owner prior written notice and an opportunity for a hearing pursuant to the By-Laws, before levying any Specific Assessment.

Article V

Security and Indemnification and Insurance

5.1 Security - The Association may, but shall not be obligated to, maintain or support certain activities within the Properties to make the Properties safer than they otherwise might be. Neither the Association, the original Declarant, nor any successor Declarant shall in any way be considered insurer or guarantor of security within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security of ineffectiveness of security measures undertaken. No representation or warranty is made that any protection system, burglar alarm system or other security system or measures, including any mechanism or system for limiting access to the Properties, can not be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designated or intended. Each Owner acknowledges, understands, and covenants to inform its tenant and all occupants of its lot that the Association, its Board of Directors and Committees, Declarant, and any successor Declarant are not insurers and that each person using the Properties assumes all risks of personal injury and loss or damage to property, including lots and the contents of lots, resulting from acts of third parties.

5.2 Indemnification - The Association shall indemnify, hold harmless, and defend every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, including without limitation, any and all claims for personal injury, death, or property damage, except that such obligation to indemnify, hold harmless, and defend shall be limited to those actions for which liability is limited under the Louisiana Law of Corporations.

The officers, directors, and committee members, past and present, shall not be liable if she or he acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, nor reasonably believed such conduct to be unlawful.

The officers and directors past and present shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify, hold harmless, and defend each such officer, director, and committee member from any and all liability to others on account of any such contract, commitment or action.

- 5.3 **Insurance** - The Association, acting through its Board of Directors or its duly authorized agent, shall obtain and continue in effect adequate insurance to cover the following:
- (a) Commercial general liability insurance on the Areas of Common Responsibility, insuring the Association and its members from damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. The policy shall have a limit of at least \$1,000,000 per occurrence with respect to bodily injury, personal injury, and property damage.
 - (b) Directors and officers liability coverage in an amount to be determined by the Board of Directors.
- 5.4 **Annual Review** - The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons.
- 5.5 **Premiums** - Premiums for all insurance on the Areas of Common Responsibility shall be Common Expenses and shall be included in the Annual Assessment Fee.

Article VI

Design and Construction Procedure for Submittal

- 6.1 **General** - The Design and Construction Guideline and procedures hereinafter referred to as Design Guidelines, shall govern the design and construction of residential dwellings and other structures within the subdivision by addressing site design issues, landscape design and construction, architectural design and quality of construction materials. These Design guidelines are intended to provide property owners and architects with a set of parameters for the preparation of their plans and construction procedures. All new construction or improvements to properties within the subdivision shall be reviewed and approved prior to obtaining a Building Permit from St. Charles Parish, or any actual work taking place on the property.
- 6.2 **Architectural Review Committee** - Administration of the Design Guidelines and review of all applications for construction and modifications shall be performed by the Architectural Review Committee, hereinafter referred to as ARC. The ARC shall have three (3) members, appointed by the Board of the Association and need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers, landscape architects, inspectors, and attorneys or similar professionals. The members of the ARC shall be held harmless and indemnified by the Association from and against claims, damages, losses and/or expenses of others, including, but not limited to attorney fees, which may arise as a result of the administration of the Design Guidelines. The ARC may make exceptions to the Design Guidelines on an individual Lot or Lots, but only with the consent of the Association.
- 6.3 **Requirements and Process Review** - Each applicant shall be required to complete and submit and "Application for Review" to be furnished by the ARC, which shall

contain the basic information for the review process, together with two (2) complete sets of plans and specifications, and a check in the amount of \$50.00 dollars made payable to Country Cottage Estates Homeowners Association, Inc. to defray the expenses of the ARC, in processing the application. Excessive resubmission of the application, as may be required for approval, may result in an additional processing fee of \$50.00 dollars.

- 6.4 Submittal Plans** - The application, with attachments, shall be submitted to the ARC c/o Country Cottage Estates LLC at their place of office or such other place as Declarant or any successor Declarant may indicate, between the hours of 9:00 A.M. and 4:45 P.M., Monday through Friday. One copy of the plans and specifications submitted shall be retained in the records of the ARC, and the other copy shall be returned to the Applicant marked "Approved", "Approved as Noted", or "Disapproved".

The plans and specifications to accompany the application shall indicate the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements to the property.

- 6.5 Requirements** - The plans and specifications shall include the following:

(1) **Site Plan** - A Site Plan, with minimum scale of 1" = 20'.0", indicating the location of all existing trees which the applicant proposes to remove; the location of the proposed residential structure and other structures. Setback lines, retaining wall, fences, pools, patios, driveways, landscaping, and irrigation systems, drainage, and any other proposed, exterior improvements shall be clearly indicated.

(2) **Foundation Plan** - The Foundation Plan and detail sheet, certified by a licensed Engineer or Architect, and in accordance with all laws and regulatory requirements having jurisdiction.

(3) **Floor Plan** - The Floor Plan(s), with a minimum scale of 1/4" = 1'.0", indicating decks, patios, stoops, retaining walls related to the dwelling, trash enclosures, HVAC equipment and utilities, and the screening for same, interior spacing of rooms, and connections to driveways and walkways. In case of the dwelling with multiple floors or levels, the Floor Plan shall indicate those areas which are open to the Second Floor or interior roof line.

(4) **Exterior Plan** - The Front, Rear, and Side Exterior Elevations indicating building materials, finishes, openings such as doors and windows, and indicating the maximum height of the dwelling.

(5) **Roof Plan** - The Roof Plan indicating the slopes, pitches, gables, hips, and valleys, chimneys, skylights and other proposed items such as gutters and down pipe locations.

(6) **Miscellaneous** - The exterior color scheme, lighting scheme, and other details affecting the exterior appearance of the proposed dwelling and other structures. Submittal for review of these details may be temporarily deferred, but must be reviewed and approved no later than completion of the framing of the dwelling and/or other structures and improvements.

- 6.6 Time for Approval** - Each application shall be date recorded received by the ARC, and shall be reviewed and approved or disapproved with written indications of required modifications within ten (10) calendar days from the date of receipt by the ARC. In the event of disapproval and resubmission, the ARC, shall require and additional ten (10) calendar days from the date of each resubmission is received, within which to review and approve or disapprove. In the review process, the ARC

may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding or adjacent structures, typography, and finish grade elevation, among other issues.

6.7 Variances - Variances may be considered when circumstances such as typography, natural obstructions, hardship, aesthetic, or any unique circumstances exist. Request for variances must be in writing and state the reason for variance requested with the owner's name, address, and/or Lot number. Any request for variance shall cause the ten (10) day review period to run anew from the date of the variance request. The ARC shall have the sole authority to approve or reject any request for variance and the decision of the ARC is final.

6.8 Right to Enter and Inspect - Following approval of any application, plans, and specifications by the ARC, representatives of the ARC shall have the right to enter and inspect any lot, dwelling, or other improvement or modification, during reasonable hours, to determine whether construction is in complete compliance with approved application, plans and specifications. In the event the ARC shall determine that such plans and specifications have not been approved or are not being complied with, the ARC shall be entitled to enjoin further construction and to require the removal or correction of any work on site which does not comply with approved plans and specifications.

6.9 Builders (Contractors) - Only builders approved by the ARC shall be allowed to build homes in Country Cottage Estates.

6.10 Limitation of Liability - The approval of plans, specifications, and the Design Guidelines shall not be construed as representing or implying that such plans, specifications, or Design Guidelines, will, if followed, result in properly designed improvements. Such approvals and Guidelines shall in no event be construed as representing or guaranteeing that any dwelling or other improvements built in accordance therewith will be built in a good and workmanlike manner. Country Cottage Estates, LLC, the Country Cottage Estates Homeowners Association, Inc. or the ARC shall not be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of the Design Guidelines, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinance and regulations, not any defects in construction undertaken pursuant to such plans and specifications. All dwellings and other structures or improvements shall be construed in compliance with any and all State, Parish, City, and municipal zoning and building restrictions and any applicable regulations and restrictions of applicable governmental agencies.

Article VII

Design and Construction Guidelines

7.1 Development Concept and Basic Building Restrictions: Country Cottage Estates, LLC envisions architecture of a specific "cottage" style and all homes to be constructed within the subdivision will be of high quality. Adherence to Country Cottage Estates style and quality goals is to some degree an objective process. It is important that prospective lot owners understand these goals and the limitations they place on the design of their homes.

Some restrictions established and/or to be established by the ARC shall be specific to individual lots, controlling both the style of the home and the location of the home and driveway on the lot. The ARC is charged with the responsibility of seeing that the character and appearance of the subdivision is enhanced through the construction of homes within Country Cottage Estates.

Administration of the Subdivision Design Guidelines shall be handled by the ARC and all decisions of the ARC are final.

7.2 General - The following requirements and guidelines shall be used by the ARC to review and evaluate the application and plans and specifications for the development of each lot and the construction of the residential dwelling and other structures and improvements. As each prospective Owner consciously and diligently adheres to the requirements and guidelines outlined herein, The ARC shall make every reasonable effort to assist such Owner in accomplishing his desired goal. These requirements and design guidelines are as follows:

7.3 Restrictions of Use of Lots - Each lot, or combination of Lots, shall be used for residential purposes only and no trade signs or business of any kind, including home occupation may be carried on therein. No more than one (1) dwelling shall be located on any lot, or combination of Lots. The use of a portion of a dwelling as an office by an owner shall not be considered a violation of this covenant if such use does not create regular customer, client, or employee traffic.

7.4 Minimum Area Requirement - The minimum area requirements for residential structure shall be two thousand (2,000) square feet of living area for Phase One. The minimum square footage for homes built in Phase Two of Country Cottage Estates shall be seventeen hundred (1700) square feet of living area. The determinations of "living area" shall exclude open porches, screened porches, porches with removable storm windows, breezeways, patios, exterior or unfinished storage or utility areas and garages. All residential structures shall be limited to thirty eight (38) feet in height, measured from the first floor elevation to the highest peak or ridge of the roof.

7.5 Site Setbacks - Building setbacks shall be forty (40) feet from street right of way for Phase One and Twenty five (25) feet from street right of way for Phase Two. On corner lots, improvements may be constructed and located with a twenty (20) foot side street setback and a ten (5) foot interior side lot setback. No improvements (other than fences) shall be located nearer than ten (10) feet to an interior side lot line, provided that the improvements may be located up to five (5) feet to an interior side lot line as long as the improvements located on the adjoining lot are at least ten (10) feet from such interior side lot line thereby maintaining at all times at least a fifteen (15) foot minimum setback from all improvements located on adjoining lots. No residence shall be located nearer than twenty (20) feet to the rear lot line. No detached buildings shall be located nearer than ten (10) feet to the rear lot line.

7.6 Trees - Removal of trees requires the approval of the ARC. Landscape plans for all new, proposed plant materials, walkways and other site features shall be reviewed for approval.

7.7 Landscaping - The owner must sod the entire front and sprig or seed the rear yard. The developer encourages minimal landscaping with flowerbeds. All landscaping and soil must be installed within thirty (30) days after substantial completion of the residence or prior to occupancy, whichever comes first. Landscape must be maintained at all times. If maintenance becomes a problem and a residence is seen as an "eye sore" to the community, the ACC will take necessary action to maintain the landscaping and charge the homeowners for all fees associated.

7.8 Fences - Fences shall conform to the architectural style of the dwelling. No chain link, hurricane, page fencing, prefab wood, prefab brick or split rail fencing shall be allowed. Fences shall not exceed six (6) feet in height. Fence placement adjustment will be required so that no fences will be allowed directly over drainage pipes.

All fence installation shall be subject to the review and approval of the ARC.

No fence shall be erected on any drainage servitudes without the approval of the ARC.

All fences in Phase I, regardless of design, must be approved by the architectural Review committee.

7.9 Detached Structures - Gazebos and other detached or outlying structures shall be built with the same quality materials and construction of the dwelling and are preferred to be located at the rear portion of the lot. No metal buildings shall be allowed.

7.10 Driveways - Driveways or other areas on the lot used for vehicular traffic shall be paved concrete, or similar, approved hard-paved surface, extending from the edge of the street, continuously to the edge of the garage. Some accent detailing is recommended. Off-street parking shall be provided for a minimum of two (2) vehicles, excluding garage parking. No boats, recreational vehicles, campers or trailers of any kind shall be kept on the street or in the driveway. All such items shall not be visible from the street and shall be kept in an enclosed garage, or screened by approved fencing or landscaping. Permanent parking on the street is prohibited.

7.10 Drainage - Drainage requirements for all properties shall generally flow from the rear of the property to the front of the property. No lot shall drain on an adjacent lot.

Except where rear yard drainage servitudes exists, drainage requirements for all properties shall flow from the rear of the property to the front of the property. "Turtle Backing" shall only be allowed for lots with rear yard drainage servitudes. However, no lot shall ever be allowed to drain on an adjacent lot.

7.11 Utilities - Utilities shall be placed underground from the service connection to the dwelling or other structure. In accordance with utility company requirements, no aerial lines shall be allowed.

7.12 Outside Fixtures - Air conditioner units, fuel tanks, wood piles for fireplaces, satellite dishes, antennas, dog runs, clothes lines, utility meters, detached greenhouses and trash or garbage storage areas, etc., when permitted, shall be screened from view from the street architecturally or by appropriate landscaping.

7.13 Elevation - Per FEMA, property is located within flood zone "X". Therefore all occupied structure slabs and/or foundations are required to be placed a minimum of 12" above the adjacent street centerline grade for Phase I and Phase II of Country Cottage Estates. All occupied structure slabs and/or foundations are required to be placed a minimum of 18" above the adjacent street centerline grade for Phase III of Country Cottage Estates future phases.

Either slab on grade or pier construction is acceptable. In the case of slab on grade construction, the exposed slab should be dressed out with a veneer of brick stucco tailored stone masonry or plaster.

7.14 Front Porches - All homes within the subdivision are required to have some form of front porch. The minimum depth of the front porch is five (5) feet. Porch widths shall be proportional to the overall design of the home.

7.15 Swimming Pools - Swimming pools shall be permitted in the rear or side yards only, provided however, that each such pool, or the lot(s) on which such pool will be located is entirely surrounded by a six (6) foot high approved fence. Further, no part

of the complete installation, excluding decks, shall be constructed nearer than ten (10) feet to either side lot line. The finished topside or surface deck shall not be constructed higher than the first floor finish elevation of the dwelling and all equipment, pumps, and piping shall not be placed or maintained higher than (5) feet above site grade and shall be appropriately screened with approved landscaping or fencing. Above ground pools shall not be allowed.

7.16 Dwelling - Color selections shall be compatible with the general appearance of the neighborhood and other colors on the dwelling. Bright contrasting colors shall not be permitted unless compatibility with the existing neighborhood can be clearly demonstrated. Exterior color and finish selections shall be reviewed and approved by the ARC prior to installation on the property. Window units for heating, ventilating, or air conditioning are prohibited in the main dwelling.

7.17 Roofs and Design Proportions - The massing and proportions of the building elements should be logical, with the roof design reflecting the configurations of the interior spaces. The roof shall not be continuous from one-story portion in the front of the dwelling to a two-story portion in the rear of the dwelling. Two-story portions of the dwelling should read as distinct elements from the one-story portions. Gutters and down pipes on all eaves are recommended.

The minimum pitch of the roof shall not be less than 6" vertical for each 12" horizontally. Hipped and gable roofs are preferred. Roofing shingles to be used in the construction, repair, or re-roofing of any building in Country Cottage Estates, LLC must be "Architectural or Dimensional" grade shingles.

Skylights, flues, chimneys, and solar collectors shall be located on the rear of the dwelling only. All flues for fireplaces shall be enclosed with materials, which relate to the primary exterior finishes used on the dwelling.

All gutters and down pipes shall have color finish compatible with exterior finishes. Contrasting accent colors shall not be permitted.

Any use of metal roofing must be reviewed and approved by the ARC. Medium or dark gray or earth tones are recommended for roof shingle colors.

7.18 Garages - Each home must have a minimum two-car garage. The color selected for garage doors shall blend with adjacent exterior finishes. A detached garage as an accessory structure may not exceed a maximum height of fourteen (14) feet.

7.19 Mailboxes - Consistent with the compatibility of the subdivision there will be one design throughout the subdivision. The ARC will choose and approve the design of the mailbox. (See page 15 of restrictions for approved style and design)

7.20 Exterior Wall Finishes - The exterior walls of the homes shall be constructed of brick, stucco, or siding. In the case of siding, wood or "hardy plank" or other products similar in appearance are acceptable. *Vinyl siding is not considered an acceptable exterior wall finish.*

7.21 Doors and Windows - All doors and windows in the front elevation shall conform to the architectural style of the home.

Article VIII

Construction Regulations

8.1 General - Country Cottage Estates shall apply these construction regulations to all Property Owners, General Contractors, Builders, Sub-Contractors, and other service personnel while in the Country Cottage Estates Subdivision. The builders, contractors, and service personnel shall familiarize themselves and comply with these regulations. Country Cottage Estates shall enforce these regulations and notification of violations shall be sent to the owner of the lot(s) responsible and the party responsible, defining those items not in compliance with the regulations. Upon receipt of the notification, the involved parties shall have five (5) working days to correct the situation or Country Cottages Estates may take necessary action to correct the violation. These actions may include charging the property owner for the correction done, by withholding ARC review or approval until such violations are corrected, or, in certain cases, denying entry to contractors or personnel thereby preventing work within the subdivision.

Any damage to street and curbs, drainage inlets, street markers, mailboxes, walls, fences, landscaping, etc. shall be paid for by the responsible party.

Loud radios or noise shall not be allowed within the subdivision. Normal radio noise levels are acceptable unless complaints are received. Speakers shall be mounted on vehicles or outside of the dwelling under construction.

8.2 Construction Time - Construction must be substantially complete for occupancy by the Owner within one (1) year of the start date of the construction. Construction activities that may disturb adjacent property owners shall be limited to the hours of 7:00 A.M. to 6:00 P.M., Monday through Friday and 7:00 A.M. to 4 P.M. on Saturdays and Sundays. Sunday construction is discouraged.

8.3 Licenses - General Contractors and Builders, hereinafter referred to as GCB, shall be required to:

- (a) be on the ARC approved builder's list
- (b) have a residential contractors license issued by the State of Louisiana.

If any other licenses are required of the GCB, it shall also be maintained by the GCB. Any licenses required by sub-contractors by the State of Louisiana or Parish of St. Charles shall also be required.

8.4 Trash Hauling - Each GCB shall be required to provide a trash/refuse receptacle on each construction site and keep the job site as neat and clean as possible. Trash and discarded material such as lunch bags, cans, and odd materials, shall be removed daily. All debris stockpiled for removal shall be located at the rear of the lot or dwelling. Stockpiling of trash or any material on adjacent lots or streets is strictly prohibited. The trash/refuse receptacle shall not create a nuisance to the adjacent property owners. If trash and debris on the job site become a noticeable problem, Country Cottage Estates Development and/or the ARC shall give notification to the responsible party, to clean up the site within three (3) working days. If after the three (3) day period the site has not been cleaned, Country Cottage Estates shall have the option of removing the debris and charging the property owner accordingly.

8.5 Erosion Control - Mud/silt/debris-free street and proper erosion control are the responsibility of the GCB. Adequate site fencing and matting at the entry drive must be properly installed and maintained to keep the street free of mud, silt, and debris. Elimination of the vehicles tracking mud throughout the subdivision shall be controlled by the GCB. This regulation will be strictly enforced.

8.6 Facilities - Each GCB shall use only the utilities provided on the immediate site on which they are working. Portable toilets are the responsibility of the GCB and shall be located out of the right of way, and sanitized at least weekly. The GCB shall provide adequate facilities for workers on each site.

If any telephone, cable TV, electrical, water, or other utility lines are cut or damaged, it is the responsible party's obligation to report such an accident within thirty (30) minutes to the utility company and the City authorities.

8.7 Vehicles - The GCB, Sub-Contractors and other service personnel shall make every effort to limit parking to the street front of the construction site or on the site itself. The GCB, Sub-Contractors, and suppliers shall avoid blockage of the streets and limit the duration of any necessary blockage to a minimum. No vehicles (cars, trucks, van, etc.) may be left in the subdivision overnight. Construction equipment may be left on the site while in use but must be kept off the street.

Washing of any truck or vehicle on the street is strictly prohibited. Concrete delivery trucks may be washed only on the immediate construction site. This regulation shall be strictly enforced. Operators of vehicles are required to ensure that they do not spill any damaging materials while within the subdivision. If spillage does occur, it is the responsibility of the GCB or operator to provide clean up. Clean up performed by Country Cottage Estates or the Association, shall be charged to the property owner and the GCB. Any spills must be reported as soon as possible.

The established speed limit within the subdivision is twenty (20) miles per hour for all vehicles. This must be obeyed.

8.8 Business Signs - Business signs or other forms of advertisement are only permitted during actual construction, and are limited to six (6) square feet maximum area and six (6) feet in height. Building permits shall be posted as required and protected from the elements. No sign or permits shall be attached to trees.

Any damage to streets and curbs, drainage inlets, street markers, mailboxes, walls, fences, landscaping, etc. shall be paid by the GCB.

Article IX

General Restrictions

9.1 Excavation - No lot shall be used for the purposes of boring, mining, quarrying, exploring for or removal of oil or other hydrocarbons, minerals, gravel, or earth, except as to those lots effected by the Archaeological Servitude, as provided for herein.

9.2 Water and Sewerage - No private water wells may be drilled, installed or maintained and no septic tanks or similar sewerage facilities may be installed or maintained on any lot.

9.3 Commercial Farming - No commercial farming, fishing, gardening, or the raising of animals for commercial purposes shall be allowed. Ordinary household pets shall be allowed, however pets shall be under leash at all times when walked or exercised in areas other than the owner's lot. Pet owners shall be responsible for their pets and shall clean up after their pets on any lot, including the pet owner's lot.

9.4 **Signs** - Except for an entrance sign, directional signs, signs for traffic control or safety, and such promotional signs as may be maintained by or for County Cottage Estates LLC, no signs or advertising of any character shall be erected, posted, or displayed upon, in or about any lot or dwelling situated on the property, providing that one temporary real estate sign and one temporary contractor's sign not exceeding six (6) square feet in an area and a maximum of six (6) feet in height, each, may be erected upon any lot or attached to any dwelling placed on the market for sale or rent. Any such temporary real estate sign or contractor's sign shall be removed promptly following the sale of the property or completion of construction.

9.5 **Burning** - Burning of trash, scrap material, or refuse of any kind is prohibited on any lot or on any common areas within the subdivision at any time.

9.6 **Noxious Activities** - No noxious or offensive activity shall be carried on upon any lot or within any dwelling, which may become an annoyance or nuisance to the neighborhood.

9.7 **Trash Receptacle and Pick-Up** - Lot owners agree that all trash receptacles or containers may not be placed in front of the property for pick-up (whether provided by the city or private disposal company) except on the evening prior to or the morning of the pick-up. Once the pick-up of the trash/garbage has been completed the receptacles shall be removed as soon as possible and stored in an area, which is screened from view from the front of the lot.

Article X

General Provisions

THE DEVELOPER RESERVES THE RIGHT TO APPROVE OR DISAPPROVE ALL HOMEBUILDERS AND NUMBER OF LOTS RESERVED FOR HOMEBUILDERS. THE DEVELOPER RESERVES THE RIGHT TO APPROVE OR DISAPPROVE THE CONSTRUCTION OF ANY MODEL HOMES IN THE DEVELOPMENT.

10.1 **Duration** - The covenants and responsibilities of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association, or Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of thirty-five (35) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the lots has been recorded agreeing to change unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

10.2 **Notices** - Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of mailing.

10.3 **Enforcement** - Either the Association, through its Board of Directors, or any Lot Owner shall be entitled to seek enforcement of these covenants and restrictions by any proceeding at law against any person or persons violating or attempting to violate any covenant or restriction, either to restrain any violation or to recover damages, and against the land to enforce any covenant or restriction herein contained, and the failure to do so shall be in no event deemed as a waiver of the right to do so thereafter.

10.3 **Severability** - Invalidation of any one of these covenants or restrictions by judgment of court shall in no way affect any provisions, which shall remain in force and effect.

Thus done, read, and signed, before me, Notary Public, on June 4, 2003, in the presence of the undersigned witnesses, after due reading of the whole.

Witnesses:

J. Paul Davis
Amy Dife

Country Cottage Estates, LLC

By:

Wayne F. Wandell
Wayne F. Wandell, Manager

[Signature]

Notary Public

COUNTRY COTTAGE ESTATES LLC
AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS

BE IT KNOWN, that on the 5th day of AUGUST, 2005, before me, the undersigned Notary Public, personally known and appeared:

WAYNE F. WANDELL, MANAGING MEMBER,
COUNTRY COTTAGE ESTATES, LLC

who declares that he was the declarator of the Declaration of Covenants and Restrictions for Country Cottage Estates, LLC recorded on June 27, 2003 at Entry Number 284714, St. Charles Parish, State of Louisiana, and does hereby submit the following amendments to be made to the original Declaration as follows:

1) Article VII General Provisions, Item 7.A Minimum Area Requirement to be amended by adding the following language after Phrase Two:

The minimum square footage for houses built in Phase 3A and all subsequent phases shall be one thousand seven hundred fifty (1750) square feet of living area.

The remainder of the paragraph remains unchanged.

2) Article VII General Provisions, Item 7.5 Site Setbacks to be amended by adding the following language after Phrase Two:

Building setbacks shall be Twenty Five (25) feet from street right of way for Phase 3A and all subsequent phases.

The remainder of the paragraph remains unchanged.

THIS DONE AND SIGNED at LaPlace, Louisiana, on the date first above written in the presence of the undersigned witnesses and Notary, after due reading of the within.

Witnesses:

Corinne How
Printed Name: Corinne How
Brandon How
Printed Name: Brandon How
Michael J. Anthony
Notary Public

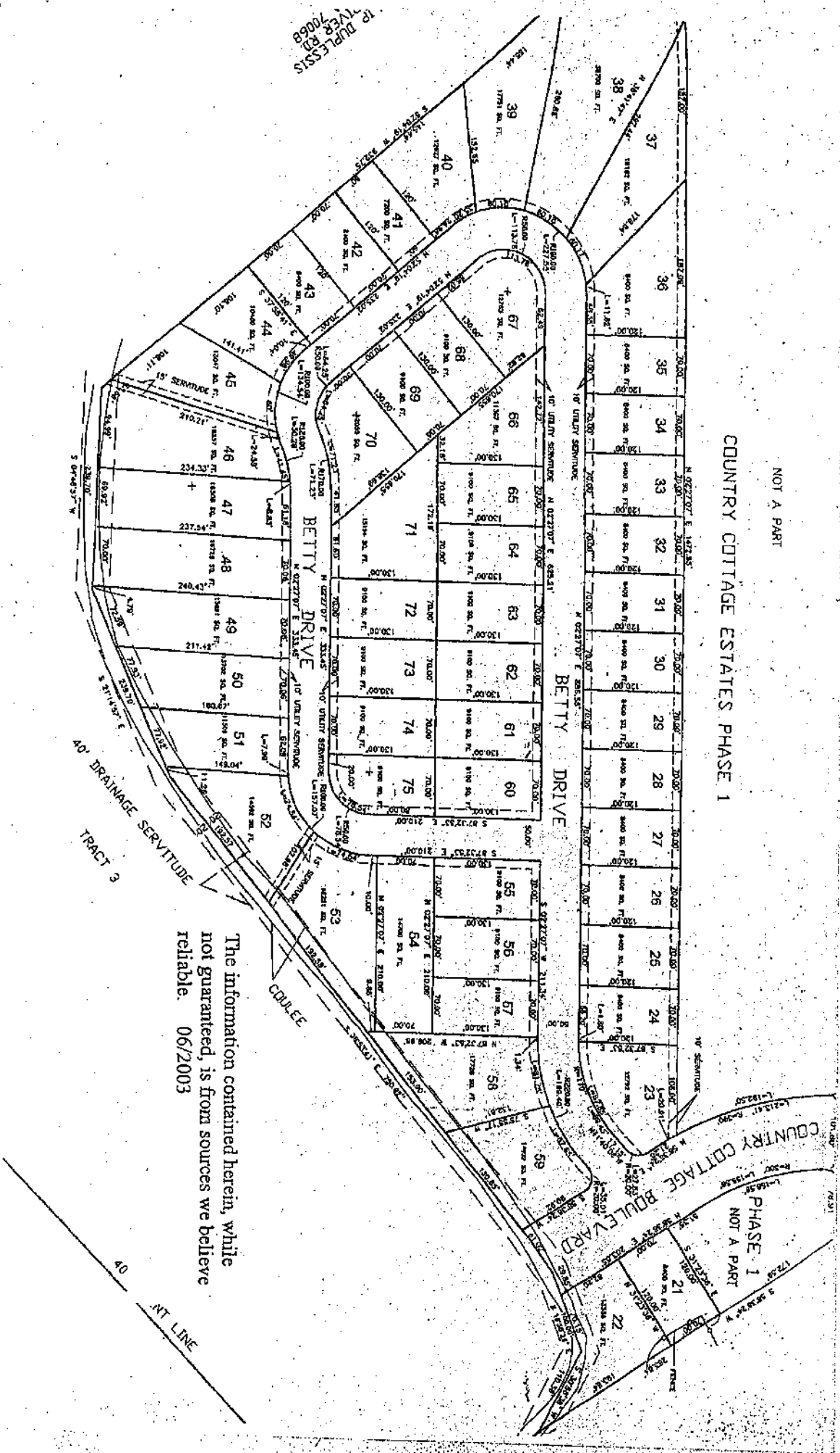
Wayne F. Wandell
WAYNE F. WANDELL, Manager

Commissioned for life



NOT A PART

COUNTRY COTTAGE ESTATES PHASE 1



The information contained herein, while not guaranteed, is from sources we believe reliable. 06/2003

TP DUPLESSIS
1700 R.D.
70068

TRACT 3

40' DRAINAGE SERVITUDE
40' UTILITY SERVITUDE
40' DRAINAGE SERVITUDE
40' UTILITY SERVITUDE

BETTY DRIVE

BETTY DRIVE

COUNTRY COTTAGE BOULEVARD

PHASE 1
NOT A PART

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