

RESTRICTIVE COVENANTS
FOR
THE SHADOWS AT MANCHAC, PHASE I

INSTRUMENT # 00834334
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STATE OF LOUISIANA

PARISH OF ASCENSION

DEPUTY CLERK
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BE IT KNOWN, that on this 3rd day of September, 2013, before me, D. Brian Cohn, Notary Public duly commissioned and qualified within and for the Parish and State, aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared;

THE SHADOWS AT MANCHAC DEVELOPMENT, LLC

(TIN: XX-XXX5160), a Louisiana Limited Liability Company, domiciled in the Parish of East Baton Rouge, Louisiana, represented herein by Ross F. Berthelot, whose mailing address is 15053 Reveille Avenue, BATON ROUGE, LA 70810; and

MCCRORY ROAD LAND HOLDING, L.L.C.

(TIN: XX-XXX9166), a Louisiana Limited Liability Company, domiciled in the Parish of East Baton Rouge, Louisiana, represented herein by Ross F. Berthelot, whose mailing address is 15053 Reveille Avenue, BATON ROUGE, LA 70810

Hereinafter collectively called "DEVELOPER" who declared that they have acquired and are the owners in full or a portion of the following described property, to wit:

Sixty-one (61) certain lots or parcels of ground, together with all buildings, component parts, and improvements thereon, and with all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in that subdivision of the Parish of ASCENSION, State of Louisiana, known as **THE SHADOWS AT MANCHAC, PHASE I**, and being more particularly described on the official map of said subdivision recorded as Instrument #00830277 in the office of the Clerk and Recorder for the Parish of Ascension, Louisiana, as **LOT NUMBERS ONE (1), TWO-A (2-A), TWO-B (2-B), AND LOT NUMBERS THREE (3) THROUGH SIXTY (60), INCLUSIVE**, said subdivision, said lots having such measurements and dimensions as indicated on said map and being subject to such servitudes and restrictions as are of record in the office of the Clerk and Recorder for the Parish of Ascension, Louisiana.

DEVELOPER further declares that it is its intention to sell lots from the above named subdivision in the future and that it hereby establishes the following restrictive covenants,

which shall run with the land and be binding upon all future owners of the same, and upon all lots taken from the above described property, as follows:

1. All lots taken or developed from the above described property are designated for residential use only and may not be re-subdivided by any lot owner except as herein provided and specifically conferring on Developer the right to re-subdivide any lot owned by the Developer for the purpose of creating passages of ingress and egress to adjoining property.
2. No building shall be erected, altered, placed or permitted to remain on any lot or tract other than one single-family dwelling, not to exceed two and one-half stories in height, with the usual and appropriate outbuilding, private garages and or carports designed to house automobiles.
3. Building setback lines from all streets are as set forth on the official plat of this subdivision. In addition, no building shall be constructed or placed nearer than five (5) feet to any side-line. Lattice, slats, etc. will not constitute an acceptable wall structure.
4. Servitudes and right-of-way for the installation and maintenance of utilities, sewerage, and drainage facilities, as shown on the map of record, or as designated on any individual tract plot, are dedicated to the perpetual use of the public for such purposes.
5. Each lot owner shall pay a sewer deposit and rate as set forth by the Public Service Commission to the sewer system operator.
6. Residential dwellings must be a minimum of 1700 square feet living area, and exterior must consist of at least 60% brick and / or stucco.
7. No residential structure shall be constructed of imitation brick, concrete block, imitation stone, or asbestos on the exterior, and Developer may impose other appropriate and reasonable standards for exterior finishes and materials so that such finishes and materials which may be deemed undesirable, or which in its own discretion detract from the values of the dwelling itself or of the surrounding properties or detract from the general appearance of the neighborhood or the value of the adjacent structures, will not be utilized.

The Developers' approval or disapproval of any residential structure as required by these covenants shall be in writing. In the event the Developer fails to approve or

disapprove within (30) days after plans and specifications have been submitted to it, or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

8. No residence or building of any kind, no improvements which extends above ground level and no fence shall be erected, placed, altered, or permitted on any lot unless and until the construction plans, specification elevations, and a plan showing the location for the structure shall have been approved in writing by the Developer as to harmony of the exterior design with existing structures, and the location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot closer to any street than the minimum building set back line, nor any nearer any street than the location of the front of the house. No fence shall exceed six (6) feet in height.
9. There shall be established "The Shadows at Manchac Homeowners Association, Inc." (the "Association"). The lot owners in The Shadows at Manchac, Phase I shall not be offered any seats on the Board of the Association, and shall not have any voting rights in the Association, until the last lot in Phase I is improved with a home and said home is owned by a third party other than the builder or Developer. Until that time, the Developer shall have all the powers of the Association under these restrictions. Neither the members of the Association, nor its designated representatives, shall be entitled to receive any compensations for services performed in connection with the administration of these covenants.
10. No house trailer, mobile homes, commercial vehicles or trucks shall be kept, stored repaired or maintained on any lots or tracts, servitude or right-of-ways, in any manner which would detract from the appearance of the subdivision.
11. No structure, of a temporary character, trailer, mobile home, basement, tent, shack, barn or other outbuilding shall be used or employed on any lot or tract at any time as a residence, nor allowed on any tract for a prolonged period of time so as to detract from the appearance of the subdivision.
12. No Commercial business or noxious or offensive trade activity shall be conducted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, this shall not be interpreted to restrict a builder from erecting temporary warehouse and/or office on any lot for the construction of a house on that lot.

13. No outbuildings such as a storage shed or workshop may be constructed without prior approval of the Developer as to both location and design. Outbuildings which are visible from the street or which exceed the height of the perimeter fence must be of permanent construction and must match the exterior finish of the residence.
14. No signs or any kind shall be displayed for the public view on any lot or tract, except customary signs advertising the lot or tract for sale or rent.
15. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.
16. Boats, vehicles, campers or trailers of any kind or parts, appurtenances of any boats, vehicles, campers or trailers shall not be kept or stored on any lot nearer to the street than minimum setback lines as set forth in these covenants, nor shall such equipment be kept or maintained on any lot in any manner which would detract from the appearance of the subdivision.
17. Fences shall be constructed only of wood, brick, ornamental iron, or other material approved in writing by the Developer, provided that barbed wire and net wire fences are prohibited.
18. No building material or 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. No vacant lot shall be used for gardening or farming purposes, except that flowers or shrubbery may be grown for non-commercial purposes.
19. These covenants are to run with the land and shall be binding upon all present and future owners for a period of fifteen (15) years from the date of this act, after which time said covenants shall be automatically extended for successive periods of ten (10) years.
20. Invalidity of any of these covenants by judgment or court order shall in no way affect any of the other provisions herein, and the latter remain in full force and effect.
21. If the owner, purchaser or occupant of any lot or tract in this subdivision his heirs, successors or assigns, shall violate or attempt to violate any of the restrictive covenants imposed herein, it shall be lawful for any person or person owning any of the lots or tracts herein to initiate any proceedings in a court of competent

jurisdictions to obtain injunctive relief against such threatened or actual violations, and for other appropriate relief.

22. The setback lines shall be adhered to as indicated on final plat.
23. The Association reserves the right to charge a fee of \$5.00 per month per dwelling for improvements to the subdivision. Said fee may be modified at the end of any calendar year by the Association in order to cover Association expenses and maintain a customary reserve for unforeseen, incidental expenses. Any fee modification increase cannot exceed 20% of the previous year's fee charged. However, Developer shall be specifically exempted from payment of all dues, fees, and assessments pertaining to the lots or other property owned by it.
24. Model Homes will be permitted. A model home is a single-family residence constructed within the subdivision, furnished and used primarily as a display home, not currently for sale, and used as a sale office, Advertising devices for the sale of houses under construction, including but not limited to signs, lighting, flags, etc. which are in good taste, may be permitted. During time of construction builder may have on site, construction trailer or container.
25. Developer, acting alone and at any time, may amend these Restrictions by an instrument in writing filed and recorded in the records of the Clerk and Recorder for Ascension Parish, Louisiana, without approval of any Owner or other person with an interest in any Lot. In any amendment of these Restrictions by Developer, the effect of which may be to create new restrictive covenants, modify restrictive covenants and/or otherwise make these Restrictive Covenants more or less restrictive. Each owner, by acceptance of a deed or other conveyance of a Lot, agrees to be bound by amendments as are permitted by this section.
26. Developer and its owners specifically reserve all of the mineral rights in and to all of the oil, gas and other minerals in, on and under the land conveyed herein, including all common areas, streets, and servitudes as shown on the official subdivision plat on file and of record in the official records of the Clerk and Recorder of Ascension Parish, State of Louisiana, but agree that the surface of the land shall not be used for the exploration for or development of any mineral. It is the Developer's intention to reserve a mineral servitude to the greatest extent allowed by law. The Developer acknowledges that as the property being restricted herein consists of several tracts, some of which are non-contiguous, drilling (or other) activity or production sufficient to interrupt prescription on this reservation as to one tract may not be sufficient to bring about such interruption as to other non-contiguous land. However, availing themselves of the provisions of La. R.S. 31:75, the Developer specifically stipulates that should prescription of the mineral reservation made herein be interrupted (under the provisions of Louisiana law and particularly La. R.S. 31:33 and La. R.S. 31:37) as

to any part of the land conveyed hereby because that part is included in a conventional or compulsory unit with any other land, including a different part of the land conveyed hereby, on which the unit well is located, then such interruption of prescription as to the land included in said unit shall extend to all of the land conveyed hereby contiguous with the land in said unit and the running of prescription on this mineral reservation shall be interrupted as to all such contiguous land, it being the intention of the parties hereto that Developer receive the maximum benefits available to Developer under La. R.S. 31:75.

27. No mailbox shall be erected on any lot other than the approved mailbox style called "Rural Barcelona". All mailboxes throughout the subdivision shall be uniform.

THUS DONES AND PASSED at my office in Baton Rouge, Parish of East Baton Rouge, State of Louisiana, on this 3rd day of September, 2013.


WITNESSES:

The Shadows at Manchac Development, LLC


Emilee Daynes


By: Ross F. Berthelot, Member


Eileen Ravasio

McCrary Road Land Holding, L.L.C.

By: Ross F. Berthelot, Member


D. BRIAN COHN, BRN 28000
NOTARY PUBLIC