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First VENDOR

METAIRIE PARK SUBDIVISION


First VENDEE

METAIRIE PARK SUBDIVISION

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ACT OF DEDICATION AND RESTRICTIVE COVENANTS
METAIRIE PARK SUBDIVISION

BE IT KNOWN, that on this 19th day of June, 2014, before me the undersigned Notary Public came and appeared METAIRIE PARK DEVELOPMENT, L.L.C. ("Developer"), a Louisiana limited liability company represented by Clifton D. Guidry, its duly authorized representative, pursuant to the authority attached hereto, who declared that Developer is the owner of certain property located in Lafayette Parish, Louisiana shown on the plat of survey recorded under Entry No. 2013-38926 of the records of Lafayette Parish, Louisiana, and

WHEREAS, Developer has laid out said property into residential lots as shown on the plat of survey prepared by Paul Miers Engineering recorded under Entry No.20140-00023763 of the records of Lafayette Parish, Louisiana, which property will be hereinafter known as "Metairie Park Subdivision," and Developer intends to develop a restricted subdivision on said property and, in connection therewith, has submitted for Final Approval said plat of survey subdividing said property into a lot or lots, and delineating and designating certain streets, utility servitudes, drainage servitudes and/or other servitudes which are to be provided in accordance with the applicable regulations for subdivision plat approval promulgated by the Lafayette City-Parish Consolidated Government (the "City-Parish"), or by its predecessors by now administered by the City-Parish.

I.

DEDICATION IN ACCORDANCE WITH LSA-R.S. 33:5051, ET SEQ

Appearer declares, accordingly, that it does, by these presents dedicate to public use, for and on behalf of the public in general, but in particular in favor of the City-Parish, the roads, streets, public ways, squares, blocks, parks, and other items shown upon said plat of survey, except for those items labeled as private on said plat of survey, the original of which is attached hereto and made part hereof, said dedication to be considered a formal statutory dedication in accordance with the provision of LSA-R.S. 33:5051 et seq., SUBJECT TO THE FOLLOWING MINERAL RESERVATION: Appearer hereby retains and reserves unto itself all oil, as and other minerals and mineral rights of every kind and character located in, under or upon, or pertaining to its property which it is dedicating as the said designated roads and streets, in perpetuity, to the greatest extent permitted by law, provided however, that Appearer agrees that no surface operations shall be permitted for the exploration or extraction of such minerals under said roads and streets.

II.

DEDICATION, CREATION, AND ESTABLISHMENT OF SERVITUDES

Developer further declared that it does hereby further dedicate, create, and establish exclusively in favor of the City-Parish, for the ultimate benefit of the public and any other persons, entities or estates who are given authority by the City-Parish to use same or who may as a result of this dedication may derive any benefit therefrom, any and all rights-of-way, rights-of-passage, utility servitudes, drainage servitudes, and other items shown on the plat of survey referenced hereinbelow, except for those items labeled as private or Common Area on said plat of survey.

Developer declares that in connection herewith, Developer grants a perpetual predial servitude(s) in favor of the City-Parish and such other persons, entities or estates who are given authority by said Government to use the servitudes, rights of way and other items shown on the attached plat of survey, except for those items labeled as private on said plat of survey, or who may as a result of this grant of servitude derive any benefit therefrom, and in connection therewith agrees that the City-Parish and any such individuals, entities and estates as are authorized by the City-Parish shall have access to said servitudes for the purpose of constructing, repairing, maintaining, upgrading, improving or otherwise operating any and all utility, drainage and other improvements, and in connection therewith, may, within the confines of said servitudes as shown on the plat, clear brush, trees and other items or obstacles that may interfere with the free use of said servitudes; construct drainage, electric, sewer, and water and other utility facilities; remove all obstacles which would hamper or preclude the exercise of the servitude; and otherwise have full access for the purpose of utilizing and maintaining the servitudes and improvements hereafter or heretofore constructed therein, or thereon. Developer agrees to provide for the perpetual maintenance of any and all drainage ditches, including roadside ditches and other sewage receptors of effluent and other discharges from any and all sewer systems, to the extent they have not been accepted for maintenance by the Lafayette Consolidated Government, on the property within the subdivision and to perform and have performed all actions necessary to maintain, clear or improve said waste water discharge as necessary and/or required by law.

In connection with the exercise of the use of the servitudes created hereby, the City-Parish, for the ultimate benefit of the public and any other persons, entities, or estates, shall have such access as is appropriate or reasonably necessary, both within and without the actual confines of the servitudes, as

same are shown on said plat, to access said servitude in order to maintain same, improve same, construct appropriate improvements, structures, and appurtenances with regard thereto, in accordance with the relevant provisions of the Louisiana Civil Code, and in particular Article 745 thereof.

Developer further declares that the building and use restrictions and obligations of ownership contained herein shall hereinafter apply to Metairie Park Subdivision (referred to herein as simply "the Subdivision").

ARTICLE 1-DEFINITIONS

1.1. Unless the context otherwise requires a different meaning, the following words and phrases, when used in this act, shall have the meanings herein specified:

A. "Assessments" shall mean collectively, the following charges:

- 1) "Annual Assessments" is the amount assessed to, and due from, all Members of the Association to meet the Association's annual budgeted expenses and cash requirements, as described in the Association Covenants.
- 2) "Special Assessment" is an amount assessed to, and due from, each Owner of a lot for capital improvements, or unexpected liabilities and expenses incurred by the Association in accordance with the Association Covenants.
- 3) "Individual Lot Assessment" is an amount assessed by The Association Board to, and due from, the owner of a specific lot as a result of failure to comply with the Declaration or the Association Covenants. The amount of such Assessment is subject to the discretion of the Board of Directors on the Association.

B. "Association" shall mean The Metairie Park Homeowners Association, Inc., a Louisiana non-profit corporation. The Association is responsible for maintaining the Common Area and enforcing the Declaration and the Association Covenants.

C. "Association Articles" shall mean the Articles of Incorporation of the Association, filed or to be filed with the Secretary of State of Louisiana. Developer hereby ratifies and confirms the terms and provisions of the Association Articles which are incorporated herein by reference thereto.

D. "Association Board" or "Board" shall mean the Board of Directors of the Association.

E. "Association Covenants" shall mean the By-laws of the Association, if and when adopted by the Board of Directors of the Association, together with all amendments and modifications to same adopted thereafter.

F. "Association Members" shall mean, as of the time of any determination, the Owners of all of the lots of Metairie Park. Each Owner is a member of the Association.

G. "Common Areas" shall mean any property or improvements within Metairie Park designated by the Developer or the Association for the common use and enjoyment of the Association Members. The Common Areas are not dedicated for use by the general public. The Common Areas shall include any improvements installed by the Developer at the entrance of the subdivision such as the subdivision sign, fence, and landscaping, and any enhancements and replacements thereof.

H. "Declaration" shall mean this instrument together with all amendments and modifications adopted hereafter pursuant to the terms hereof.

I. "Developer" shall mean Metairie Park Development, L.L.C. After Developer has transferred all of the lots in the subdivision, any rights as Developer under the Declaration shall be automatically transferred to the Association.

J. "Improvement" shall mean and refer to every structure and all appurtenances thereto of every type and kind, including but not limited to, dwellings, buildings, outbuildings, patios, tennis courts, swimming pools, hot tubs, spas, garages, carports, driveways, sidewalks, walkways, fences, walls, gates, mailboxes, screening walls, terraces, retaining walls, stairs, decks, exterior air conditioning and heating units, pumps, wells, tanks and reservoirs, pipes, lines, cables, meters, towers, antennae, equipment and facilities used in connection with water, sewer, gas, electric, telephone, television or other utilities or services, or any construction which in any way alters the exterior appearance of any improvements or property in the subdivision.

K. "Owner" shall mean the record Owner, whether one or more persons or entities, of the fee simple title to any lot. Owners shall not include any person (1) having such interest merely as collateral security for the performance of an obligation, or (2) holding a mortgage, lien or other encumbrance burdening or encumbering any lot.

L. "Setback" shall mean the distance of a building or other structure from the property line of a lot to the exterior wall of said building or other structure.

M. "Street" or "Right of Way" shall mean the public street fronting the lots as shown on the plat of survey referred to herein.

ARTICLE 2-GENERAL RESTRICTIONS

All Lots of the Subdivision shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions.

- 2.1 Prior Approval of Improvements. No garage, dwelling, outbuilding or other building or improvement of any nature may be constructed on a lot without complying with the requirements of Article 3 of this Declaration and without obtaining the approval of the Architectural Control Committee. All plans for improvements must be submitted to the Architectural Control Committee prior to construction.
- 2.2 Use. All lots shall be improved and used solely for single family residential purposes. As used herein, the term "single family residential purpose" shall mean the use and occupancy of a Lot as a private dwelling by one respective Owner thereof for the housing of his family and immediate relatives, and for no other purposes.
- 2.3 Composite Lot. The Architectural Control Committee may permit the Owner or Owners of more than one (1) adjoining Residential Lots to consolidate such Lots into one (1) Composite Lot or building site with the privilege of placing or constructing Improvements on such resulting site. Accordingly, setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the plat attached hereto; and the site shall be considered one (1) Residential Lot for Association Assessment purposes. Where three (3) or more adjoining lots are owned by the same person(s) or entity, the Architectural Control Committee may permit the redivision of same provided that the resulting number(s) of lots are less than the number originally owned.
- 2.4 Subdividing. Except as provided for in Article 2.3, no Lot shall be divided or subdivided except by Developer.
- 2.5 Common Area. The Association has the right to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless an instrument is signed by two-thirds (2/3) of the Association Members entitled to vote at a meeting upon Association matters.
- 2.6 Common Areas Maintenance Through Assessment. All costs of repairs, maintenance, insurance, improvements to, and operation of, the Common Areas shall be the responsibility of the Association. The Association is authorized to make Annual and/or Special Assessments against all Lots, with repairs, maintenance of, and improvements to, Common Areas being one of the primary goals of the Assessments.
- 2.7 Drainage, Grades, and Ditches. All earth areas shall be graded such that they drain in a manner consistent with natural drainage or the Developer's drainage plan for the Subdivision provided that the latter shall control, and without damage to neighboring landowners. Contouring the earth is encouraged to provide swales, especially along Lot lines, that are free flowing and manageable. Open ditches are not allowed on any Lots. No driveways or other access to Lots shall be constructed without provisions for drainage of surface water along the designated right-of-way, nor without asphalt paving, brick paving, or concrete paving being installed between the street or road paving and the Improvements on the Lot. No building shall be constructed on any Lot until provisions have been made for drainage of surface water to off site which minimizes drainage across adjacent property and/or Lots. Drainage shall be into the street or road area, or into areas provided for by the Subdivision development plans, or into natural drainage areas wherever possible.
- 2.8 Water and Sewer. Each dwelling unit on a Lot shall connect with the water and sewer supply established and approved for the subdivision by Developer.
- 2.9 Electrical, Telephone, Television, and Other Lines. Electrical, telephone, television, and other connections and installations of wires and cables to buildings shall be made underground from the nearest available source, unless specifically waived by the Architectural Control Committee to address extraordinary circumstances.
- 2.10 Antennae. No exterior radio, television or communications antenna, aerial, or dish shall be erected or maintained in any lot in the subdivision in a location that is visible from any street fronting said lot.
- 2.11 Temporary Structures. No structure of any type, dwelling or otherwise, shall be moved onto a Lot except as may be expressly approved by the Architectural Control Committee. No tents, shack, trailer, mobile home, or other temporary building, Improvement or structure shall be placed upon any Lot, except that temporary structures necessary for storage of trash, refuse, tools and equipment during construction and for office space for architects, builders, and job superintendents during actual construction may be maintained with the proper approval of the Architectural Control Committee.
- 2.12 Vehicles. The use of all vehicles, including but not limited to, helicopters, gliders, trucks, automobiles, graders, boats, tractors, pickups, mobile homes, trailers, buses, campers, recreational vehicles, bicycles, motorcycles, motor scooters, and wagons shall be subject to the Association's rules, which may regulate, prohibit or limit the use thereof within the subdivision. Any boats and RV's must be kept in an enclosed area not visible from the street. In addition to the foregoing, and without limiting the generality thereof, the parking of vehicles of any type or description

whatsoever upon the streets or rights-of-way within Metairie Park shall also be subject to the Association's rules and regulations. Only automobiles bearing current license and registration tags, as required by state law from time to time, may be parked in Metairie Park.

2.13 Parking. Except during construction, all parking must be off the street. No vehicles may be parked on the street in front of any residence except during special functions and then no longer than 12 hours and no vehicles may be placed on blocks or any immovable position on any lot or street in the Subdivision.

2.14 Lot Cleanliness and Maintenance. Owners and occupants of all Lots shall keep their Lots in safe, clean, neat and attractive condition. In no event shall any Lot be used for storage of materials or equipment except for normal residential requirements or incident to construction of Improvements thereon. No article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any Lot so as to be visible from public or private streets, Common Areas or other adjoining property. Without limiting the generality of the foregoing, trailers, recreational vehicles, trucks other than pickups, boats, tractors, campers, wagons, buses, motor cycles, motor scooters, all-terrain vehicles, and garden maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view, and no repair or maintenance work shall be done on any of the foregoing, or on an automobile, other than minor emergency repairs, except in an enclosed garage or other structure. Service areas, storage areas, compost piles and facilities for hanging, drying, or airing clothing or household fabrics shall be screened from view. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, or scrap or refuse or trash shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed structure or appropriately screened from view. Liquid gas, oil and other exterior tanks shall not be kept on any lot except that this restriction does not prohibit the use of these items for household purposes such as propane tanks for barbequing and gasoline cans for lawnmowers. Grass on any lot is not allowed to be higher than six (6) inches. In the event an Owner of a Lot fails to keep their grass below this height, after ten (10) days written notification to do so by the Architectural Control Committee, the Architectural Control Committee shall have a right of access on the property to cut the grass and thereafter may file in the records of Lafayette Parish, Louisiana, an affidavit setting forth the cost of same. That amount, plus a penalty of not less than \$200.00, or as determined by the Association, shall be a charge and lien upon the property affected from the date of recordation of the affidavit and shall also be the personal obligation of the Owner of the Lot. The Architectural Control Committee may bring an action against the Owner personally obligated to pay the same and/or to foreclose the lien against the Lot. The amount of the debt and lien shall include interest at the rate of twelve (12.0%) percent per annum from date of recordation of the affidavit, reasonable attorney's fees and all costs and expenses incurred to prosecute such actions.

2.15 Repair of Buildings. All Improvements hereafter constructed upon any land within the Subdivision shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner. The opinion of the Architectural Control Committee as to the acceptability of such condition shall be final.

2.16 Offensive Activities. No activity, whether for profit or not, shall be conducted on any Lot which is not related to single family purposes as such term is defined herein. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot or Common Area which may be or become an annoyance or a nuisance to the neighborhood.

2.17 Hazardous Activities. No activities shall be conducted on any Lot or in Common Areas and no Improvement shall be constructed on any Lot which are or might be unsafe or hazardous to any person or property.

2.18 Noise. No exterior speakers, horns, whistles, bells or other sound transmitting, generating or amplifying devices other than security devices used exclusively for security purposes shall be located, used or placed on any Lot in such manner that the sound emitted therefrom may be a nuisance to any other Owner or resident. Except in the case of any emergency or when other unusual circumstances exist, outside construction work or noisy interior construction work shall be permitted only Monday through Saturday after 7:00 a.m. and before 7:00 p.m.

2.19 Exterior Lighting. No exterior illumination for parking areas, walkways, buildings, and landscaping shall create a nuisance for adjacent owners or a hazard for pedestrian or vehicular traffic.

2.20 Animals and Pets. No animals, including without limitation, livestock, poultry, game birds, rabbits, snakes, shall be raised, bred, or kept on any Lot, except that dogs, cats, and other common household pets of the domestic variety may be kept provided that they are not kept, bred, or maintained for commercial purposes and provided that no more than two (2) of each type animal are kept. Pets shall be kept under control and not allowed to roam or run at large. When not upon the Owner's premises, pets must be kept on a leash. Each Owner or Tenant shall be strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. It is expressly declared that the Rules and Regulations of the Association relative to pets may regulate and change the number and size of pets, and the keeping of animals other than customary household pets which are not expressly prohibited herein, designate specific areas within the Commons where pets may be walked, prohibit pets on other areas, require pets to be on leashes

and restrict the rights of Owners and Tenants to keep pets. The Association Board shall have the right to order any Association Member or resident of Metairie Park whose pet is considered, in the sole discretion of the Association Board, to be dangerous or a nuisance, to remove such pet from Metairie Park and the Association Board shall have the sole and exclusive authority to determine, after notice to such Member or resident and affording such person an opportunity for a hearing with the Association Board, whether or not any pet is dangerous or a nuisance.

- 2.21 Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Control Committee, except "for sale" signs which shall be no larger than 24" X 36". The Developer is exempt from this requirement.

ARTICLE 3 – RESIDENTIAL DESIGN GUIDELINES AND USE OF APPROVED CONTRACTORS

- 3.1 General. The following Residential design guidelines are set forth to preserve the standards and ideals of Metairie Park. Each Owner is encouraged to develop and utilize his own property in an imaginative and tasteful manner. Houses may be sited and constructed in the particular style, design, and quality that suits each Owner, provided they are harmonious with other houses and subject to this Declaration and the approval of the Architectural Control Committee. Design standards are important to enhance and preserve Metairie Park's beauty.
- 3.2 Prior Approval Required. All construction or modification (except interior alterations not affecting the external structure or appearance of any building) on any lot must be approved in advance by the Architectural Control Committee. Modifications subject to review specifically include, but are not limited to, painting or other alteration of a building (including doors, windows and trim); replacement of a roof or other parts of a building other than the duplicates of the original material or color; mailboxes, fences, walls, gates, landscaping, installation of antennae, satellite dishes or receivers, solar panels or other devices; construction of fountains, swimming pools, whirlpools or other pools; construction of privacy walls or other fences or gates; addition of awnings, flower boxes, shelves, statues, or other outdoor ornamentation that are visible from public areas; exterior window coverings; and any material alteration of the landscaping or topography of Metairie Park, including without limitation any removal or substantial pruning of trees or plants. The non-listing of a category does not imply that such construction is permitted. This Declaration may, for example, prohibit all antennae, satellite dishes or receivers, in which event, such a prohibition shall control. No construction on any lot shall be commenced and no lot shall be modified except in accordance with plans and specifications that have been approved by the Architectural Control Committee. Any modification to the approved plans and specifications must be reviewed and approved by separate application.
- 3.3 Approval of Plans. The Architectural Control Committee shall provide a response to a request for approval within thirty (30) days from the date of the receipt thereof. Failure to submit plans shall not be deemed a waiver of this requirement even though construction commences or is completed. If no response to a request for approval is received within thirty (30) days, the applicant shall have the right to assume that such plans have been approved or may proceed with the improvement. Should the plans be disapproved, the Owner may request a written statement explaining the grounds upon which such action was based.
- 3.4 Requirement of Plans. For construction of dwellings on Lots, plans must include a site plan showing all Improvements with their location, dimensions, and front, side and rear setback dimensions, and landscaping.
- 3.5 Duration of Approval. Approval of Plans and Specifications shall be applicable only to the current Lot Owner and shall terminate and be rendered void if construction or improvement 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.
- 3.6 Retention of Plans. Upon approval by the Architectural Control Committee of any Plans and Specifications submitted hereunder, a copy of such Plans and Specifications, as approved, shall be retained by the Architectural Control Committee for so long as it deems necessary after which time same may be destroyed or disposed of. If the Plans are approved, a written letter approving said plans, or a stamp of approval executed by the Architectural Control Committee and placed on the application, shall be sent to the applicant submitting same.
- 3.7 Concrete Truck Washouts. Owners and Contractors must assure that during construction of their improvements, no concrete trucks are allowed to leave hardened piles of concrete or concrete wash on any Lots, Private Drives, Access Servitudes or Common Areas in Metairie Park. Developer reserves the right to designate specific areas for disposal of concrete or concrete wash the use of which is required.
- 3.8 Driveways, Walkways, and Parking Areas. The location and type of material (i.e. washed gravel, brick pavers, colored concrete, etc.) to be used for driveways, walkways, and parking areas must be shown on the site plan submitted by Owner for approval to the Architectural Control Committee.
- 3.9 Exterior Building Materials and Colors. Building plans must include the type of exterior materials used on walls, shutters, doors, windows, columns, overhangs, fascia, gutters, roofing and fencing, and the colors of these items. The exterior of each building shall be constructed

- entirely of brick and mortar, stucco, Durock, wood, hardi-panel or hardi-plank or such other materials as may be approved in advance by the Architectural Control Committee for such building. The use of concrete block, dryvit, vinyl, masonite, or metal siding is prohibited.
- 3.10 Fences. Only fences approved by the Architectural Control Committee or those constructed in advance by the Developer may be installed on lots within Metairie Park. Small privacy areas, such as atrium baths or patios, may be fenced if shown on the Plans and Specifications and approved by the Architectural Control Committee. Whenever a fence or wall by the nature of its construction and materials has a more attractive side, the good or more attractive side must face outward toward adjacent streets.
- 3.11 Finished Floor and Wall Height. The height of the first finished floor of the heated/air conditioned area of a dwelling must be approved by the Architectural Control Committee. All dwellings must have a minimum ten (10) feet wall height on the first floor and nothing less than nine (9) feet wall heights on garages are acceptable, all subject to Architectural Control Committee approval.
- 3.12 Garbage Containers. No trash or garbage containers shall be kept in public view except on the eve of, and on, trash collection days and then, on those days, the garbage containers shall be removed from the public view no later than twelve (12) hours after the garbage has been picked up. Owners shall further use and store trash and garbage containers in compliance with any applicable Rules and Regulations of the Association. During construction of a residence, each Owner may only use trash and debris dumpsters or containers that are approved by the Architectural Control Committee. Dumpsters and containers are not allowed in the streets. Building sites must be maintained in a neat, clean and safe condition.
- 3.13 Landscaping Plan. LANDSCAPING OF THE FRONT YARDS IS REQUIRED. ANY AREAS NOT LANDSCAPED IN FRONT YARDS MUST BE SODDED. The amount of landscaping and plant materials and coverage area will be sufficient to insure continuity of landscaping along the streets and to insure compatibility with the overall planting and landscaping in the Subdivision as determined by the Architectural Control Committee. The plantings and other Improvements provided for in such plan and all landscaping and sodding shall be installed, planted, or constructed within thirty (30) days of the completion of the residence unless an extension is granted by the Architectural Control Committee.
- 3.14 Mailboxes. At the time of construction, the owner or builder must install a mailbox which has been approved by the Architectural Control Committee. Nothing is to be built above grade on the lawn between the building line and street on which a residence shall front; and nothing shall be placed thereon except such plants, lamppost(s), mailboxes, or decorative item(s) as will tend to beautify.
- 3.15 Lot Plan. The plot plan shall show the proposed location of all improvements and all walkways, driveways, parking areas, sidewalks, exterior walls, swimming pools, and other amenities to be constructed on the Lot, the distances measured from the extremity of such improvements on the Lot to the property lines. The plot plan shall be drawn to a scale of one (1) inch equals twenty (20) feet (1"=20') or larger.
- 3.16 Roof Penetrations. No ventilating, plumbing, or heating or cooling vents shall be placed on the street side of building roofs, unless otherwise approved by the Architectural Control Committee. All vents protruding from roofs shall match, or be painted to match, the color of the roof. Exceptions may be made by the Architectural Control Committee for dwellings on corner lots.
- 3.17 Setbacks For Dwellings. Measurements for setbacks shall be taken from the outer extremities of the foundation of the buildings to the appropriate property lines. Normal overhangs for eaves shall be permitted to encroach into the setback area. The front porch or front sill of the residence, whichever is closest to the front property line, shall be located TWENTY (20') FEET from the front boundary line or as approved by the Architectural Control Committee.
- NOTE: THE SETBACKS FOR BUILDINGS ESTABLISHED BY THE GOVERNMENT, OR ANY PRIOR RECORDED EASEMENTS ESTABLISHED ON THE PROPERTY, MAY BE DIFFERENT, AND MORE RESTRICTIVE, THAN THE SETBACKS ESTABLISHED IN THIS DECLARATION AND OWNERS SHOULD ALSO CONTACT THE GOVERNING AUTHORITY REGARDING THE MINIMUM SETBACKS FOR BUILDINGS.**
- 3.18 Side Setbacks. Unless otherwise approved in writing by the Architectural Control Committee, no building shall be located on any lot within FIVE (5') FEET of a side boundary line. All dwelling units situated on a corner Lot shall maintain a minimum side yard setback of not less than TEN (10') FEET.
- 3.19 Rear Setbacks. No building shall be located on any lot within TEN (10') FEET of the rear property line.
- 3.20 Facing of Structures. Dwellings must generally face the street except that the Architectural Control Committee shall determine, in its discretion, the facing direction of all structures, including garages and accessory buildings.
- 3.21 Minimum Living Area. The minimum living area for each dwelling on Lots shall be 2,500 square feet. Living area is that portion of dwellings that is air conditioned and is exclusive of porches, storerooms, and garages.

- 3.22 Roofing. Roofing for dwellings and other structures must consist of architectural asphalt shingles.
- 3.23 Garages. All construction on any lot shall include a garage capable of housing at least two, standard-sized automobiles constructed as part of, and at the same time as, the dwelling on the lot.
- 3.24 Sidewalks. No sidewalks will be constructed in this Subdivision, however, unless approved by the Architectural Control Committee.
- 3.25 Solar Devices. Solar collectors may be installed on the roof of a home provided they are of the flat plate type mounted flush with no overhang. Solar collectors shall not be installed on a house in a fashion which detracts from the design appearance of the structure or creates glare to adjoining homes or property nor shall they be visible from any street. The Architectural Control Committee shall adopt such restrictions as it may find necessary to assure the acceptable appearance of solar devices.
- 3.26 Tree Cutting. No tree having a diameter of six (6") inches or more when measured from a point two (2') feet above ground level shall be cut or removed from any Lot without prior authorization of the Architectural Control Committee.
- 3.27 Variations. The Architectural Control Committee may grant variances from compliance with any of the provisions of this Declaration, including without limitation, restrictions upon heights, bulk size, shape, floor area, land area, placement of structures, setbacks, buildings, colors, materials, or similar restrictions when circumstances such as topography, nature, hardship, or aesthetic or environmental consideration may warrant same in the sole and absolute discretion of the Architectural Control Committee. Requests for variances must be in writing from the Owner and any subsequent answer or approval by the Architectural Control Committee shall be in writing. If a variance is granted, no violation of the covenants, of the covenants, conditions, or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration 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 Lafayette Parish Clerk's Office at the Owner's cost if same is required or requested.

ARTICLE 4. ARCHITECTURAL CONTROL COMMITTEE

- 4.1 Appointment of Members. The initial members of the Architectural Control Committee shall be Jeff Gossen, Mark Ste. Marie, and Mark Gallagher. The Architectural Control Committee has the authority to appoint an additional member. Upon resignation of any member of the initial Architectural Control Committee, the resigning Member shall have the right to appoint a successor. When both of the initial Members resign, the Architectural Control Committee will thereafter be appointed by the Board.
- 4.2 Committee Duties and Authority. The Architectural Control Committee has the authority to review and approve or disapprove any Plans and Specifications for Improvements in METAIRIE PARK and to review and inspect construction and other Improvements in the Subdivision.
- 4.3 Meetings. The Architectural Control Committee shall meet from time to time, as necessary to perform its duties hereunder. The Architectural Control Committee may, by resolution, unanimously adopted in writing, designate one (1) of its members to take any action or perform any duties for and on behalf of the Architectural Control Committee, except the granting of variances. In the absence of such designation, the vote of a majority of the members of the Architectural Control Committee taken with or without a meeting shall constitute an act of the Architectural Control Committee. Any writing signed by a member, certifying that a majority of the members has voted a certain way, shall be conclusive evidence of the action taken.
- 4.4 Nonliability of Committee Members.
The purpose of the review of plans and specifications by the Architectural Control Committee is to protect and enhance the aesthetic and monetary values of the Subdivision and each Owner's lot and to maximize compliance with the Declaration and the Residential Design Guidelines for the benefit of all Owners. In performing its functions, the Architectural Control Committee does not warrant, guarantee, recommend, approve, certify or endorse any particular architectural, engineering or structural design, or any plan, specification, material, construction method or practice, as to its safety, freedom from defects, durability, fitness or suitability for intended use, strength or other characteristics. Neither the approval by the Architectural Control Committee of any plans or specifications for any work nor any review, inspection, or observation of such work shall in any manner constitute a warranty, representation or the undertaking of any duty or obligation on the part of the Architectural Control Committee, the Association Board, the Association, Developer or their respective members, agents, employees, and representatives, to any person, that any method, practice, design, material or structure, contained, shown or specified in any plans or specifications approved by the Architectural Control Committee, or reviewed, inspected or observed by the Architectural Control Committee or its members: (a) is safe or proper or sound or free from defects or vices or is vested with any quality or characteristic whatsoever, (b) complies with the requirements of this Declaration, (c) complies with the requirements of any contract, agreement or instrument, (d) complies with the requirements of any

applicable law, ordinance or regulation and/or the work which Owner proposes to have performed on the lot, or (e) does not create an encroachment on a utility easement for which permission must be obtained from those utilities using the utility easement. Each person who submits plans and specifications to the Architectural Control Committee for a particular work, or who contracts for the performance of such work on any lot pursuant to such plans and specifications, and each architect, engineer, contractor, sub-contractor, supplier, material man or other person who participates in any work on any lot pursuant to such plans and specifications, hereby fully releases and discharges the Architectural Control Committee, and its members, the Association Board and its members, the Association, Developer, and their members, employees, agents and representatives, from all claims, demands, causes of action, suits, liabilities, damages, and costs arising out of any act or fault by any person, or any defect, vice, hazard or failure, in any material, lot or improvement, relating in any way to such work.

4.5 Number of Members. The Architectural Control Committee shall consist always of either three (3) or five (5) members. The initial Committee shall consist of three members. Subsequent members shall be appointed by the Board who may leave the number of members of the architectural Control Committee at three (3) or increase it to five (5) as often as it wishes. Each member of the Architectural Control Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. After the all of the initial members resign, members of the Architectural Control Committee may be removed by the Board at any time without cause.

4.6 Objective. The objective of the Architectural Control Committee is to encourage the building of homes of good architectural design, quality, and size. Homes should be planned with particular attention to the design and aesthetic appearance of the exterior and the use of materials as will, in the judgment of the Architectural Control Committee, create an attractive blend with existing homes and the natural surroundings. The Architectural Control Committee may disapprove the design and construction of a home purely on its exterior appearance when such disapproval is required to protect other homeowners. Prior judgments or decisions regarding matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if the Architectural Control Committee feels that the repetition of such matters will have an adverse effect.

4.7 Rules Adoption. The Architectural Control Committee may adopt such procedural and substantive rules not in conflict with this Declaration as it may deem necessary or proper for the performance of its duties.

ARTICLE 5 - MISCELLANEOUS

5.1 Notices. Any notice required to be sent to an Owner shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the Owner of the lot as that address is stated in the records of the Association at the time of the mailing or when mailed or delivered to the address of the lot owned by the Owner. The date after the date of mailing shall be deemed to be the date of the giving of notice and the date of actual receipt shall be the date of the giving of any notice when the notice is hand delivered.

5.2 Amendment. Notwithstanding anything to the contrary contained herein, these restrictions, including, but not limited to, front, side or rear line set-back requirements, may be amended unilaterally by an act executed by the Architectural Control Committee without the written consent of any other owner of lots provided, however, that no amendments may be enacted without the written consent of all owners where such amendments affect restrictions related to the manner in which these lots may be utilized (i.e. residential only).

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the day and year first above written, before the undersigned competent witnesses and the undersigned Notary Public.

WITNESSES:

Stacy Shultz
Stacy Shultz
Madeleine Bergeron

METARIE PARK DEVELOPMENT, L.L.C.

BY: *[Signature]*
Clifton D. Guidry, Developer

Elizabeth B. Broussard
NOTARY PUBLIC

Elizabeth B. Broussard
Bradley & Moreau, APLC
Notary #13582

My Commission Expires at Death