

INSTRUMENT # 00615617  
FILED AND RECORDED  
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SUBDIVISION  
FOR  MISC  OTHER

ACT OF RESTRICTIONS FOR LEGACY HILLS SUBDIVISION  
WITH RIGHT OF FIRST REFUSAL (PARA. 93)

MSD  
DEPUTY CLERK & RECORDER

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

CERTIFIED TRUE COPY BY

MSD  
DEPUTY CLERK

Before me, the undersigned authority, as Notary Public in and for Parish of East Baton Rouge, State of Louisiana, duly commissioned, qualified, and residing in said Parish and State, personally came and appeared:

AMERICA HOMELAND, LLC, (hereinafter referred to as "Developer") a Limited Liability Company domiciled in East Baton Rouge Parish, and doing business in Ascension Parish, herein represented by Kevin K. Nguyen, its' duly authorized member, who after being duly sworn and wishing to establish restrictive covenants for the harmony and benefit of the subdivision known as Legacy Hills, a residential subdivision located in Ascension Parish, Louisiana, as per map or plat thereof recorded August 19, 2005 at original number 614334 of the Conveyance Records of Ascension Parish, Louisiana, as well as any later or subsequent filing for Legacy Hills as may be created by Developer in a subsequently filed map or plat thereof affecting the property described on the Exhibit A-1 attached hereto or other property made subject to these restrictions by the Developer, does hereby establish the restrictions for Legacy Hills or any filing thereof as follows: -

1. All of the lots contained in said subdivision are hereby designated as residential lots and restricted to single family residential use only. No building shall be erected, altered, placed or permitted to remain on any of said lots other than one (1) detached single family dwelling not to exceed two and one half (2 1/2) stories in height and a private garage for not more than four (4) automobiles and not less than two (2) automobiles. All driveways must be completed upon completion of the house and must be constructed of at least four (4) inches of concrete. Placement of driveways are to be approved by the Architectural Control Committee (hereinafter referred to as "ACC").
2. Legacy Hills, will be served by underground electric distribution system, except where an overhead electrical distribution system is previously existing. However, all electric service to each residence must be underground.
3. Legacy Hills will be served by a community sewer system, in accordance with Parish and State regulations. No private sewer system will be permitted on any lot.
4. Water may be made available to each lot owner by arrangements with a Water

Company or other such entity providing water to Legacy Hills in accordance with its' rates and requirements of the Ascension Parish Health Unit and the State Board of Health. No private water will be permitted on any lot.

5. Gas service may be made available to each lot owner desiring gas service by arrangement with a Gas Company or other such entity providing gas service to Legacy Hills in accordance with its' rates and requirements of the Ascension Parish Health Unit and the State Board of Health.
6. No building shall be erected, placed, or altered on any lot until a complete set of Construction plans, with all exterior color selections (samples must be provided), and a plot plan showing the location of the structure to be so erected, placed or altered has been submitted to and approved by the ACC as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. All buildings must consist of at least sixty (60%) percent masonry material, such as stucco, and/or brick. No imitation stone or imitation brick will be allowed without Architectural Control Committee approval. Old brick or new brick is allowed, as approved by the ACC. All windows and doors must be approved by the Architectural Control Committee. The ACC may impose other appropriate and reasonable standards for exterior finishes and materials which it deems desirable or which in its' discretion detracts from the value of the building or structure itself or the surrounding properties, the general appearance of the neighborhood or the value of the adjacent structures.
7. The minimum roof pitch shall be seven (7) feet vertically for every twelve (12) feet horizontally (7/12), unless otherwise approved by the Architectural Control Committee. All shingles will be minimum twenty five (25) year warranty (architectural) shingles. Roof pitch ratio approval will depend on ratio as well as design.
8. There will be a minimum of Twenty Four Hundred (2400) square feet of living area in each residence, which shall be exclusive of open porches, garages, or storage areas attached to the garage. In the event that the residential structure to be erected shall contain more than one story, a minimum of Twelve Hundred (1200) square feet of enclosed living area is required on the ground floor. A 10% variance in the minimum living area may be granted at the sole discretion of the ACC, if it is determined that such variance does not detract from the adjacent residences or surrounding properties.
9. All residences shall be constructed with at least eighty (80) percent of the ceilings on the ground floor not less than nine (9) feet high, unless otherwise approved by the ACC.
10. At least 1/3 of the front elevation of the home facing the street must have a

minimum of twelve (12) feet in plate height unless otherwise approved by the ACC.

11. Fireplace flutes and chimneys shall be covered with the same materials as used on the exterior of the residence. If multiple materials are used on the exterior, the ACC will determine which material(s) may be approved for chimney. All chimneys shall have chimney caps with matching color schemes. Galvanized or Silver will not be allowed for chimney caps or drip edges. No roof vents will be allowed on the front of house. Roof vents will be painted in a color similar to roof color and must be painted before construction deposit is returned.
12. Landscaping shall be installed within forty five (45) days of the completion of the Residence. Landscape plans must be submitted to the ACC for approval at black-in stage or before. The minimum landscape criteria requires: at least 200 square feet of bedding facing the street. There will be a minimum of 40 approved plants at least 3 gallons in size with at least 50% in the front yard. At least one tree with a minimum diameter of 3" will be planted in the front yard. The front yard and rear yard of the lake lots must be completely sodded to the water's edge with Grade A Centipede only, and corner lots will be sodded with same on sides facing the street, which the ACC may cause such work to be performed and may demand and sue for reimbursement for such costs, including legal fees and legal interest from the lot owner. Mailboxes shall conform to the criteria according to Exhibit D.
13. No building shall be located on any lot nearer to the front property line than the building line shown on the Final Plat described above, nor nearer to the side property lines than five (5) feet, nor nearer to the rear property line than twenty (20) feet, with overhangs not encroaching across the setbacks unless acceptable to Parish authority. The Architectural Control Committee shall have the authority to vary front, side, or rear building lines requirements in cases where, in its' opinion, topographical features warrant such a variance or where lack of such variance would cause the destruction of one or more desirable trees, except that in no instance may the front, side or rear building lines requirements be less restrictive than required by the zoning ordinance for the Parish of Ascension, State of Louisiana. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be constructed to allow any portion of a building on a lot to encroach upon another lot. Detached garages and assessorly buildings shall not be erected closer to any side line than ten (10) feet nor nearer than twenty (20) feet to the rear lot line. Any detached buildings must be constructed of the same quality material as that of the home, and only after approval of the ACC. Lake lot's rear building lines must be approved separately by the ACC.
14. Cutting down or removal of any tree or trees over eight (8) inches in diameter, from any lot or parcel is prohibited, without first obtaining the approval (in writing) of the ACC. Placement of any object on any tree or trees is prohibited.

15. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision Final Plat.
16. No noxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to one's neighbor or to the neighborhood. What may be an activity that is offensive, noxious, annoying or a nuisance shall be in the sole discretion of the ACC.
17. These covenants prohibit the resubdivision of the lots from any dimensions other than those shown on the official recorded Final Plat, provided, however, that this covenant shall not prohibit the use of more than one (1) lot for one (1) residence. Notwithstanding this prohibition to the resubdivision of lots, any lot or lots may be resubdivided or replatted with the express written consent and permission of the ACC.
- ~~18. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets are permitted, provided that they are not kept, bred, or maintained for commercial purpose or in such numbers or condition as may be offensive to other property owners in the subdivision in the sole discretion of the ACC and further provided that they are kept confined or on a leash controlled by the owner when outdoors or within the subdivision.~~
19. No fence shall be erected on said lot beyond the front wall of the improvements and all fencing materials must be wood, wrought iron, brick or stucco, unless otherwise approved by the ACC, who shall have the sole discretion in approving all fencing as to style, height, fencing material, gates, poles and the placement of the fence. Solid fences shall not be erected on rear yards of lake lots unless otherwise approved by the ACC. Iron fences to be designed according to Exhibit G, unless Parish ordinance differs and will take precedence. Metal poles on wooden fences shall not be visible except to the lot owner who installed the fence.
20. Construction of a prospective residence, building or structure must commence within six (6) months after approval by the ACC, and be pursued diligently thereafter. Failure to commence construction within six (6) months from the approval of the construction plans, etc. by the ACC shall result in automatic withdrawal of approval by the ACC. Once timely construction commences, the owner must complete construction within twelve (12) months. As a condition for final plan approval, the owner must deposit with the ACC, a construction deposit of \$500.00 unless waived in writing by the ACC. The construction deposit can and will be used by the ACC in accordance with the criteria demanded of an owner and builder herein and/or in accordance with Exhibit C. Prior to commencement of construction, the owner and builder must execute Exhibit C attached hereto. The ACC may grant extensions of its approval from time to time for good cause stated. Should construction not commence or not be completed for reasons beyond the control of the lot owner or his contractor, such as acts of God,

strikes, national calamity, or similar events, then the time deadlines provided herein shall be extended by the ACC in proportion to the delay caused by the event.

21. No structure of a temporary character, mobile home, manufactured home, motor home, trailer, basement, tent, shack, garage, barn, garage apartment or other out-buildings shall be used on any lot at any time as a residence, either temporary or permanent. No detached structure may be constructed without first having been approved by the ACC. Any such building must conform in every respect, including materials, with the exterior construction of the residence constructed on the location approved by the ACC. For the development purposes of Legacy Hills, including development of future filings, and sale of lots, the Developer is allowed to place a temporary office or sales tent on the property.
22. Any lot sale from the Developer to any person or entity shall be subject to the "AS IS" "No Warranty" provision of Exhibit A which shall be included in the Act of Transfer of any lot from the Developer. Exhibit B represents an acknowledgement that must be signed by an owner at or prior to any sale of a lot to the owner.
23. All lots must be maintained by the lot owner at all times before, during and after construction. In the event the lots are left unmanaged and become noxious to the other lot owners or potential lot owners, if necessary, in the sole discretion of the ACC, the ACC will maintain or manage the lot and bill the lot owner for the cost thereof as determined by the ACC. Whether a lot is adequately maintained or has become noxious is within the sole discretion of the ACC.
24. No outside lines, including television antennas, satellite dishes, above ground improvements, including without limitation, basketball goals, swing sets, children's playhouses, or hanging devices or batting cages and nets shall be allowed without the prior written consent of the ACC. Exterior site lighting and security lighting shall not infringe on adjacent neighbors. Outside music shall not be played so loudly that it is considered a nuisance to neighbors in the sole discretion of the ACC.
25. The ACC must approve exterior paint and trim or alterations thereof with regard to any building or improvements. The ACC reserves the right to approve decorations and lighting of any building or improvements, even if the approval from the ACC is sought in advance of the placement of the decorations and lighting by the lot owner.
26. The ACC shall initially be composed of America Homeland, LLC. The ACC may designate one or more representatives to act for it in its' capacity. America Homeland, LLC or its' designated representative(s) shall be the ACC until such time as America Homeland, LLC shall release this right to the Legacy Hills Subdivision Homeowners' Association. Thereafter, the Legacy Hills Subdivision

Homeowners' Association shall have the exclusive right to appoint the ACC, including the right to determine the number of members of the committee and their qualifications. The ACC shall serve without pay and shall review all building plans to ascertain their compliances with all of the restrictions as set forth herein. The decision of the ACC, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final, binding and nonappealable.

27. The ACC's approval or disapproval as required in these covenants shall be in writing. No construction shall commence until the plans and other documentation set forth herein have been approved in writing by the ACC or its representative. Two complete sets of construction plans, specifications with all exterior color selections Exhibit F (color samples) and Exhibit E (plan review checklist) shall be submitted to the ACC for approval prior to the commencement of construction and one will be retained on file by the ACC. In the event the ACC, or its representative fails to deliver a written approval or disapproval to the lot owner or his designee, within thirty (30) days after the plans and specifications, etc. have been submitted, as aforesaid, approval will not be required and the related covenants shall be deemed to have been fully complied with. To begin tolling the thirty (30) day period for approval or disapproval, the lot owner or his designee must have submitted plans and specifications, etc. as aforesaid, in their entirety and received a receipt from the ACC on a form provided by the ACC that all submission requirements have been met. The decision of the ACC as to the approval or disapproval of plans and specifications, etc. as aforesaid shall be final and non-appealable. Furthermore, the plan review checklist reflected by Exhibit E must be executed by the ACC.
28. All residences built on the lots which comprise Legacy Hills, shall face an approved street. No garage shall open to any street on which the residence faces. All garages must have a garage door approved by the ACC. A side loading garage may be constructed on the front one-half (1/2) of the lot with an approved garage door. No garage will be allowed to face a street except on corner lots. "California Style" garages with approved fronts and garage doors may be approved by the ACC on non-lake lots, approval at the sole discretion of the ACC. No garages of this type will be allowed on lots adjacent to common ground areas unless specifically allowed by the ACC. A 30 inch brick apron on driveway at street curb is required and must be indicated on plot plan. The Builder of homeowner to install four (4) foot sidewalk as dictated by the ACC.
29. No garage apartment shall be erected or permitted on any lot.
30. Only one (1) sign of no more than five (5) square feet advertising that particular property for sale or rent or customary signs used by the builder or real estate broker to advertise the property during the construction or sales period. However, this limitation shall not apply to the Developer of the subdivision during the course

of its' initial development or the development of any subsequent filings of the subdivision.

31. No rubbish, trash or other waste materials may be accumulated or dumped or maintained on any lot of the subdivision. Lot owners shall keep their respective lots mowed and free of noxious weeds. This restriction also applies to the construction period. Lots are to be cleaned on a periodic basis no less than weekly during the construction period, or the ACC will clean the lot and the builder/owner will be billed. In the event that an owner fails to discharge these obligations within 48 hours of written notice if the violation stems from a failure to clean the lot during construction but otherwise after ten (10) days written notice, the ACC, or its' representative, may, at its' discretion, cause the lot to be mowed, cleaned or maintained and may demand and sue for reimbursement for such costs, including legal fees and legal interest from the date of demand in accordance with paragraph 32 herein. The dollar amount charged to the lot owner to mow, clean or maintain a lot is in the sole discretion of the ACC.

32. Each lot owner shall automatically become a member of the Legacy Hills Subdivision Homeowners' Association. The Legacy Hills Subdivision Homeowners' Association may enforce the subdivision restrictions and the restrictions for other filings, represent the subdivision in any public matters affecting the subdivision, promote subdivision activities, and provide for the maintenance of subdivision entrances, common areas, lakes and ponds. The Homeowners' Association will collect yearly dues as fixed by the Board of Directors, which dues shall be payable in advance for one year and shall be pro-rated at the time of acquisition. Until the Board of Directors sets a different amount, the yearly dues shall be \$200.00 for non-lake lots and \$250.00 for lake lots, payable by January 15 of each calendar year by the owner of the lot. Purchaser of any lot or home will have the then and current Homeowners' Association yearly dues pro-rated and pay that pro-rated share at the time of closing and title transfer. The lot owner shall be personally responsible for all dues and assessments due and owing as arising from these restrictive covenants as well as mandated by The Homeowners' Association. The Homeowners' Association, in addition to the personal liability of the lot owner for dues and assessments against their lot, will have the right to lien the property according to law and/or thirty (30) days after the appropriate dues or assessments are not paid by the property owner at closing and/or annual due date or as otherwise due. Developer shall be a member of the Homeowners' Association and shall have one vote per lot owned. However, Developer shall be specifically exempted from payment of all dues and assessments pertaining to the lots owned by it. Furthermore, the powers and rights of the Homeowners' Association shall remain vested in the Developer until such powers and rights are released to the Homeowners' Association.

33. In the event of any violation of the restrictions contained herein, the Developer,

ACC and/or the Association, its' successors, assignees or agents shall have the right to enforce these restrictions and go upon the property to inspect or cause the lot to be cleared and mowed, and have the grass, weeds and vegetation cut, when and as often as may be necessary in the Developer and/or Association's judgment to keep the lot in the condition required by these restrictions. The Association shall have the right to go upon the property, whether or not the improvements have been constructed, to verify compliance with these restrictions, to eliminate nuisance conditions, to mow lawns or trim shrubbery, or to do anything necessary to maintain the aesthetic standards of Legacy Hills Subdivision, for the benefit of other lot owners. In any such event, the lot owner shall be obligated to pay or reimburse the Association or the Developer, its' successors, assignees or agents for the cost or expense of such work, together with reasonable cost of collection and reasonable attorney's fees. In the event it shall be necessary for the Homeowner's Association to turn over to an attorney the collection of any sums due an owner in these restrictions or file a lien against any lot, then the costs of preparing and filing any lien and the reasonable attorney's fees incurred by the Homeowner Association shall be due and payable by the lot owner personally and such sums may also be the subject of a lien upon the lot involved, which lien shall be enforceable as hereinafter provided, or in any other manner provided by law. A representative of Developer and/or Association can perfect such lien against the property by delivering to the owner personally or by certified mail of same a sworn detailed statement of the claim and shall record a sworn statement showing the total amount of the claim in the office of the Clerk of Court or the Recorder of Mortgages for the Parish of Ascension, which delivery and recordation shall be made not later than one (1) year after completion of the work, clearing, mowing or such event which caused the sums to be due and owing, including without limitation, dues and assesement. The filing of the lien will preserve the claim of the Homeowner Association for a period of five (5) years from the date of its' recordation and may be enforced by a civil action in any court of competent jurisdiction initiated within the given (5) year period. At the expiration of five (5) years, the privilege preserved shall preempt unless a notice of filing suit on the lien has been recorded. Such notice of filing suit shall preserve the privilege until the court in which the suit is filed shall order the cancellation of the inscription of the lien and the notice of filing suit upon the lien, or until the claimant authorizes the Clerk of Court or the Recorder of Mortgages to cancel such inscription. Any charge, penalty, assessment or lien provided for herein shall bear legal interest from the date of the certified letter to the lot owner until paid. Sale or transfer of any lot shall not affect any lien recorded. No sale or transfer shall relieve such lot owner individually, from liability for any amount due whether such sums have been noted in a lien recorded against the lot and the lot subject to the lien shall remain encumbered thereby

34. No boats, vehicles, motor homes, campers, buses, recreational vehicles or trailers of any kind or parts or appurtenances thereof, may be kept, stored, repaired or maintained on any street or on any lot nearer to the street than the front wall of the improvements or be visible from the rear or lake side of any lake lots or be left on



or about any lot uncovered and in no event shall the same be kept, stored, repaired, or maintained in any manner which would detract from the appearance of both the individual lot and the subdivision, without approval from the Architectural Control Committee, having sole discretion in connection therewith.

35. No building materials and no building equipment of any kind may be placed or stored on any lot except in the actual course of construction of a residence or other building therein.

36. The Developer shall convey to Legacy Hills Subdivision Home Association, Inc., when formed, or such other non-profit corporation established as the homeowners' association for the subdivision certain common area (for use by the Association for the maintenance and use of landscape areas, fountain, park and other common property for recreational use). The Association may borrow money from a bank to provide funds for the maintenance thereof who shall have the responsibility to repay any such promissory note or notes at such bank. It shall be the responsibility of the Association to maintain insurance with at least \$1,000,000.00 of liability insurance, make rules for the use of and supervise the use of facilities on such common areas the Association will own. By purchase of a lot in the subdivision, each owner is deemed to have released and held harmless the Developer, the Association officers and Board of Directors for any liability for the construction, condition, maintenance and use of the lakes, and other improvements on the common areas, including any personal injury or death of persons that use, maintain or are otherwise on or in the common areas and the facilities thereof. The Board of Directors of the Association shall establish rules and regulations for use of common areas, which rules and regulations may be amended and changed from time to time by the Board of Directors of the Association. The power and authority to make rules and regulations for the use and enjoyment of the common area shall remain with the Developer until the Developer turns this power over to the Association or until ninety five percent of the lots in the first and any future filings of Legacy Hills have been sold by the Developer.

37. Neither the Developer, Association, nor the ACC is responsible for any injury incurred by anyone using the lakes, common areas, of the subdivision. No boat, water vehicle, or other water conveyance, shall be allowed on the lakes. No swimming shall be allowed in the lakes. No decks, piers or other structures shall be allowed in the lakes or on any common area (including any lot servitude area), except for any common structures constructed by the Association which have been approved by the ACC or the Board of Directors of the Association. No boats, water vehicles, other water conveyance or other floating devices shall be allowed to be kept or stored on the lot servitude areas or common areas. Except for access by a lot on or across the lot servitude area immediately adjacent to his lot, any access to any lake in the subdivision shall only be across common areas other than lot servitude areas. Only lake owners will have use of their own lake frontage by

themselves or their guests. Non-lake lot owners shall not have lake use unless as a guest of a lake lot owner, except across common areas.

38. The ACC shall have the power to determine that any builder or construction tradesman is unsuitable for construction work on the property and to prohibit the builder from working on any project in the subdivision or on any lot. The decision as to the suitability of any builder or construction tradesman is in the sole discretion of the ACC. This power applies to any builder or construction tradesman who is seeking to build/work in the subdivision who have failed to conduct themselves in a suitable manner in the sole discretion of the ACC
39. Legacy Hills Homeowners' Association, Inc. when formed, or any such other name which may be chosen at the formation of the homeowners' association (the "Homeowner Association" or "Association") will be a Louisiana corporation formed under the Louisiana Non-Profit Corporation Act. The Association shall have the duties, powers and rights set forth in this declaration, the articles of incorporation and if adopted, the bylaws. There shall be only one association that shall have jurisdiction over the property and all additions thereto. The rights and powers of the Association shall be retained by the Developer until the Developer, in his sole discretion, relinquishes those rights and powers to the Association or until ninety-five percent of all lots in the first and any future filings of Legacy Hills have been sold by the Developer
  - a. The affairs of the Association shall be managed by a Board of Directors. The numbers, term, election, and qualification of the members of the Board of Directors shall be fixed in the articles of incorporation and/or the bylaws. The Board of Directors may, by resolution, delegate portions of its' authority to an executive committee or other committees, to tribunals, to managers, to officers of the Association or to agents and employees of the Association. Action by or on behalf of the Association may be taken by the Board of Directors or any duly authorized executive committee, officer, manager, agent, or employee without a vote of owners, except as otherwise specifically provided in this declaration.
  - b. The owners of a lot shall collectively and automatically constitute a single member of the Association by virtue of and to the extent of the owner's ownership of the lot, there being one membership in the Association for each lot. The membership shall automatically pass with the ownership of the lot. Persons may hold separate memberships in the Association by virtue of their ownership of separate lots. Membership in the Association shall not be assignable and shall not pass separate and apart from ownership of a lot.
  - c. The rights and privileges of membership, including the right to vote and hold an office in the Association, may be exercised by any owner, but in no event shall more than one vote be cast for each lot. When more than one

person holds an interest in any lot, the vote for such lot shall be exercised as those owners of such lot themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the vote associated with such lot shall be suspended in the event that more than one person seeks to exercise it. The voting weight associated to each lot shall be equal and each lot shall have one vote.

d. The Association has been formed to further the common interest of the owners. The Association, acting through the Board of Directors or through persons or managers to whom the Board of Directors has delegated such powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of owners, to maintain, improve and enhance the common areas. Among other things, it will be the responsibility of the Association (through its' Board of Directors) to: (1) elect officers to conduct the affairs of the Association, (2) enforce all covenants and restrictions herein contained, (3) serve and represent the owners in any public matter or hearing affecting the subdivision, (4) maintain any landscaping or other structures at the subdivision entrance and all common areas throughout the subdivision, (5) maintain the grounds (including cutting the grass) on all common areas, (6) maintain (and replace the equipment of facilities of, when needed), supervise, insure with liability insurance, make rules for and monitor the use of all common areas, any access gate and facilities the Association may build to limit access to the streets of the subdivision, (7) pay the promissory notes at any bank on which the Association is indebted, (8) maintain the lakes and common area thereof in a neat and attractive manner, (9) maintain irrigation systems and lighting systems through the subdivision and if a water well is used by the subdivision for irrigation, or filling the lake, then the maintenance thereof when necessary, (10) paint, reseal, maintain and replace when required, all subdivision amenities, (11) act in any other capacity or matter in which the majority of the Board of Directors so vote.

40. The Association shall accept title to any common area indicated as such on the Final Plat subject to the rights reserved elsewhere in this declaration.
41. The Association shall manage, operate, care for, maintain and repair the Common area and all related equipment and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the owners. The Association shall have title to the common area and no owner or any other person shall have the right to claim, own or partition any common area.
42. The Association shall adopt budgets and levy and collect assessments as required by the articles of incorporation or by-laws and otherwise in a manner consistent with the customs and practices of similar organizations.

43. The Association shall from time to time, adopt, amend, repeal and enforce rules and regulations as may be deemed necessary or desirable with uniformity applied. Rules and regulations shall be effective only upon adoption of resolution of the Board of Directors. In the event of any conflict between the rules and regulations in this declaration, this declaration shall prevail. The Association shall have the power to enforce the provisions of this declaration and the rules and regulations and take such action as the Board of Directors deem necessary or desirable to cause compliance therewith by each owner.
44. The Association (through the Board of Directors) shall have the power to restrict access, ingress and egress of owners and invitees to, from, between and on lots, common areas and the rights of way subject to the rules and regulations.
45. The Association shall have the power to grant permits and licenses and access, utility, drainage, water facility and other servitudes in, on, over, across or under common areas as may be reasonably necessary or useful for the proper maintenance of the common areas. The Association shall also have the power to enter into agreements for the construction and maintenance for drainage facilities over adjoining property to further the development of the property.
46. The Association shall have all the ordinary powers and rights of a Louisiana Corporation formed under the Louisiana Non-Profit Corporation Act, including, without limitation, the power and right to enter into partnerships and other agreements, to hire employees, managers, and consultants, subject only to such limitations upon such powers as may be set forth in this declaration, the articles of incorporation, the bylaws or rules and regulations and to do and perform any and all acts which may be necessary or desirable for, or incidental to, the exercise of any of the expressed powers or rights of the Association under this declaration, articles of incorporation, the bylaws, or the rules and regulations.
47. The Developer shall have, and hereby retains and reserves certain rights set forth in this declaration with respect to the Association. The rights and reservations of the Developer set forth in this declaration shall be deemed accepted and reserved in any such conveyance of property by Developer to the Association and in each deed or other instrument by which any lot is conveyed by Developer, whether or not specifically stated therein. The rights, reservations, and servitudes of the Developer set forth in this declaration shall be prior or superior to any other provisions of this declaration and may not, without the Developer's prior written consent, be modified, amended, rescinded or affected by any amendment of this declaration. Developer consent to any such amendment shall not be construed as consent to any other or subsequent amendment.
48. In the event of a violation of the restrictions or in the event of a continuing violation of these restrictions after receipt by the violator or owner of the lot on which the violation occurs of written notice of violation, the party bringing a successful action to enforce these restrictions by injunction, declaratory judgment

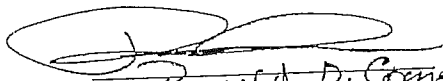
or otherwise shall be entitled to receive from the violator or lot owner reasonable attorney's fees to be fixed and awarded by the court. These restrictions may be enforced by any lot owner, the ACC, the Association or the Developer.

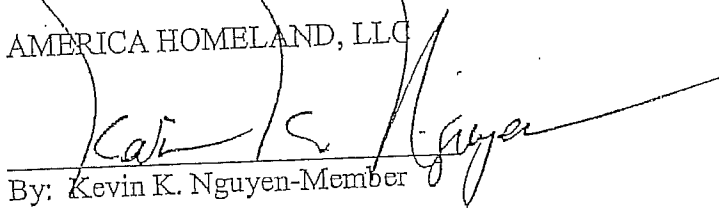
49. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.
50. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof and the latter provisions shall remain in full force and effect.
51. The Developer reserves the right to modify or change the preceding or any forthcoming restriction as he deems necessary until 95% of all the lots in the first and future filings of Legacy Hills constructed on the property described in the attached Exhibit A-1, land description have been sold by the Developer or the Developer transfers the rights under this declaration to the Association.
52. The Developer reserves all of the oil, gas and other fugacious minerals on and under the common areas, streets and servitudes as shown in the official subdivision plat and future filings as referred to above, but waives and relinquishes any surface rights connected therewith.
53. The Developer reserves the "First Right of Refusal" on any unimproved lot to be resold by the lot owner within one year of the initial date of sale by the Developer at a purchase price equal to the price the owners originally paid. This provision shall be subordinate to the rights of a mortgagee who is granted mortgage affecting a lot by a lot owner within one year of the initial date of sale of the lot from the Developer to the lot owner.

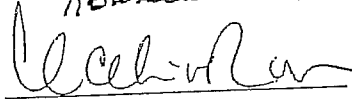
THUS DONE AND SIGNED by the Appearers at my office in Baton Rouge, Louisiana on September 8, 2005 in the presence of me, Notary, and the following witnesses who have signed in the presence of the Appearers and me, Notary.

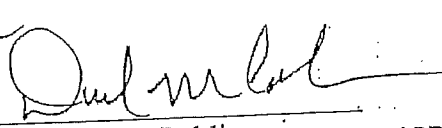
Witnesses:

AMERICA HOMELAND, LLC

  
Ronald D. Comer

  
By: Kevin K. Nguyen-Member

  
Cecelia Romeo

  
Notary Public David M. Cohn, LBR # 04237  
Notary Public

## LEGACY HILLS EXHIBIT "A"

The sale of this property is made with full warranty of title, but "as-is" as to the condition of the Property which is acknowledged by Purchaser. The Purchaser declare and acknowledges that:

- a) The Seller does not warrant that the Property is free from redhibitory or latent defects or devices;
- b) Purchaser and Purchaser's agents, consultants and representatives have had a reasonable opportunity to inspect the Property;
- c) Purchaser waives all warranties and/or representations by Seller or imposed on Seller as a matter of law, as to the condition of the Property, including without limitation, the following:
  - 1) the warranty of fitness for intended purpose or guarantee against hidden or latent redhibitory vices under Louisiana law, including Louisiana Civil Code Articles 2520 through 2548;
  - 2) the warranty imposed by Louisiana Civil Code Article 2475 (except with respect to title); and
  - 3) all rights in redhibition pursuant to Louisiana Civil Code Article 2520 et seq.
- d) Purchaser releases Seller from any liability for redhibitory or latent defects or vices affecting the Property, including the environmental condition of the Property,
- e) This express waiver is a material and integral part of this sale, and is a component of the consideration paid for the Property; and
- e) This waiver has been brought to the attention of the Purchaser and explained in detail and Purchaser has voluntarily and knowingly consented to this waiver of warranty or fitness and/or warranty against redhibitory vices and defects for the Property.

Purchaser further assumes the risk as to any vices and defects are latent and/or not discoverable upon simple Inspection, and including those vices or defect, knowledge of which would deter Purchaser from making this acquisition.

Purchaser hereby accepts the Property in its' existing environmental condition and waives, discharges, and releases Seller from any and all claims and/or causes of action which Purchaser or its' assigns or transferees may have or hereafter be otherwise entitled to, whether affecting person and/or property for any environmental liabilities arising from the Property, including any claims, demands, cause of action (both public and private), judgments, attorney's fees, costs, expenses, penalties and fines imposed or assessed under any federal, state, or local environmental law, rule or regulation.

It is specifically agreed and understood that Seller makes no warranty as to the condition of the soil or the health of any trees and/or vegetation existing and/or situated on the Property. It is further understood and agreed upon that the above described property may be subject to drainage servitude, designated wetlands and/or areas compromising of designated 100 year flood plan and if acceptable, Purchaser accepts title to the above described property subject to any and all governmental regulations, procedures, and/or guidelines applicable to same. Some areas of the Property may have trees removed and may have been filled, therefore Purchaser shall have the responsibility to take any remedial action such as house foundation modifications.

Purchaser Signature: \_\_\_\_\_ Lot Number \_\_\_\_\_

## LEGACY HILLS

### EXHIBIT A-1

A certain tract or parcel of land designated as the George E. Henderson Property as shown on that map entitled "Map Showing Topographic & Boundary Survey and Boundary Agreement Line of the George E. Henderson Property located in Section 22, Township 9 South, Range 2 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana for Whitman J. Kling, Jr., Audra Duplessis Kling, Bent B. Boone and Beverly McCulloch Boone," prepared by Ferris Engineering & Surveying, L.L.C., Darwin W. Ferguson, P.L.S., dated August 3, 2004, and being more particularly described as follows:

Commence at the point formed by the intersection of the centerline of La. Highway 74 and the centerline of La. Highway 73, said point being previously referenced as the northeast corner of Section 22, Township 9 South, Range 2 East; thence South  $89^{\circ}15'00''$  West along the centerline of La. Highway 74 a distance of 3,659.80 feet; thence South  $00^{\circ}45'00''$  East a distance of 35.00 feet to the POINT OF BEGINNING;

Thence proceed South  $00^{\circ}20'33''$  East a distance of 2,605.24 feet to a point and corner;

Thence proceed South  $89^{\circ}34'01''$  West a distance of 506.71 feet to a point and corner;

Thence proceed North  $00^{\circ}20'33''$  West a distance of 2,602.44 feet to the south right-of-way line of La. Highway 74 and a point and corner;

Thence proceed North  $89^{\circ}15'00''$  East along the south right-of-way line of La. Highway 74 a distance of 506.72 feet to the POINT OF BEGINNING.

The above-described tract or parcel of land contains 30.289 acres, more or less.



LEGACY HILLS

EXHIBIT B

RECEIPT AND ACKNOWLEDGEMENT OF RESTRICTIONS

We, the undersigned, have purchased or will be purchasing a lot or lot(s)  
\_\_\_\_\_ in Legacy Hills subdivision, Ascension Parish, Louisiana.

We acknowledge (1) receipt of a copy of the "ACT OF RESTRICTIONS" for Legacy Hills, and (2) have had the opportunity to review the said restrictions and will conform to the requirements set forth in the said restrictions. We also understand that we can verify with our closing agent the size and dimensions of the lot we wish to purchase as shown by the official plat of the subdivision recorded in the official records of the Clerk and Recorder for Ascension Parish or we may obtain a survey from a surveyor of our choice to verify the size and dimensions of the said lot.

Signed at \_\_\_\_\_, Louisiana, on this \_\_\_\_\_  
day of \_\_\_\_\_, 200\_.

WITNESS:

PURCHASER:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## LEGACY HILLS

### EXHIBIT C

#### \$500.00 LEGACY HILLS CONSTRUCTION AGREEMENT

1. This deposit should be from the property owner or contractor.
2. Your builder can cause you, or the builder to lose all or part of the \$500.00. We recommend that property owner tie this burden into contract of the builder.
3. It is the responsibility of each property owner to see that all restrictions are followed, all ACC guidelines are met, and their home site along with adjoining properties are kept neat and clean during and after construction.
4. You and your builder should be aware of the following items that must be addressed daily during construction:
  - a. Your home site (and adjoining properties) are kept clean, neat and graded for positive drainage and maintained.
  - b. YOU MUST HAVE A DUMPSTER ON JOB SITE, unless it is kept clean on a weekly basis for the purpose that shingle wrappers, empty mortar bags, Styrofoam, visqueen, felt, mostly fast food trash does not encroach onto any other properties in the community.
  - c. If other lots have trash from your site, you will be notified and possibly charged with a clean up fee.
  - d. No dirt, sand or other materials are to be tracked into the streets. The contractor must immediately clean it up.
  - e. All construction lots are to be cut and completely cleaned. No weeds will be allowed. If you do not maintain your site accordingly, we will do so for a fee.
  - f. Insure that your plans are being strictly adhered to (any exterior changes must first be approved by the ACC)
  - g. A porta potty is required on all job sites and must be anchored down.
  - h. YOUR DEPOSIT WILL NOT BE REFUNDED UNTIL THE ACC OR HOMEOWNERS' REP HAS INSPECTED YOUR LOT AND HOME FOR COMPLIANCE AFTER CONSTRUCTION.
5. The ACC, being the enforcement arm of the Property Owners' Association, Has the right to spend all or part of the deposit to insure that your standards, restrictions, rules, regulations, policies, procedures and guidelines are being met. We will try to contact you or the contractor before spending your money to correct these deficiencies. Additionally, the ACC reserves the right to lien your property and seek Injunctive Relief whenever the \$500.00 is insufficient.

Integrity  
Mailboxes & Signage  
P.O. Box 83475  
Baton Rouge, LA 70884  
(225) 763-9400

LEGACY HILLS

EXHIBIT D

MAILBOX SYSTEM DATA SHEET

DATE: \_\_\_\_\_

DEVELOPER: Kevin K. Nguyen, America Homeland, LLC

THIS IS TO INDICATE THE DESIGNATED MAILBOX SYSTEM  
REQUIRED FOR LEGACY HILLS

BRAND: \_\_\_\_\_ MODEL # \_\_\_\_\_

POLE: \_\_\_\_\_ NUMBER PLATE: \_\_\_\_\_

MAILBOX: \_\_\_\_\_ COLOR: \_\_\_\_\_

NUMBERS: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Developer

\_\_\_\_\_  
Integrity

6. The ACC is trying to uphold your property values and your standards. You will find our intentions are sincere and we are here to help you.

Example of how it works: We will attempt to contact the property owner or contractor to give him 24-48 hours to remedy the problem. Once this time expires, the ACC will hire someone to remedy the problem with the deposit money. If we are unable to locate the property owner or contractor in a reasonable amount of time, we will remedy the problem without giving 24-48 hour notice.

IF THE ACC HAS TO GO INTO YOUR DEPOSIT, YOU WILL HAVE TO BRING IT BACK UP TO \$500.00 BEFORE YOU CAN RESUME CONSTRUCTION ON THE EXISTING LOT OR BUILD ANOTHER HOUSE OR HOME ON ANOTHER LOT.

\_\_\_\_\_  
ACC Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
ACC Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
ACC Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Builder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Date

LEGACY HILLS

EXHIBIT "E"

PLAN REVIEW CHECKLIST

Lot# \_\_\_\_\_

Name \_\_\_\_\_

*Site Plan:*

1. Set back-front
2. Garage location in relation to lot
3. Rear/Side boundaries
4. Two (2) site plans
5. 30" brick apron
6. Other

*Elevation:*

1. Plate height minimum
2. Architectural Shingles
3. Brick
4. Windows
5. Wood siding (40% or less)
6. Roof pitches
7. Curb Appeal
8. Chimney, material & cap
9. Window/Door appeal
10. Paint all vent roof stack & garage doors
11. Other

*Miscellaneous:*

1. Post-tension recommended
2. \$500.00 ACC Deposit
3. Square footage requirements met (2400 minimum living area)
4. Builder Approved

*Submittals:*

1. Landscape plans (TWO SETS AT BLACK IN)
2. Brick sample-Name & Company
3. Exterior paint colors, samples included
4. Shingle colors, brand & year

LEGACY HILLS

EXHIBIT F

COLOR/BRICK/SHINGLE SUBMITTALS

Lot # \_\_\_\_\_

Plaster/Stucco color:

Siding Color:

Window Color:

Trim Color:

Door Color:

Shutter Color:

Name of Brick \_\_\_\_\_

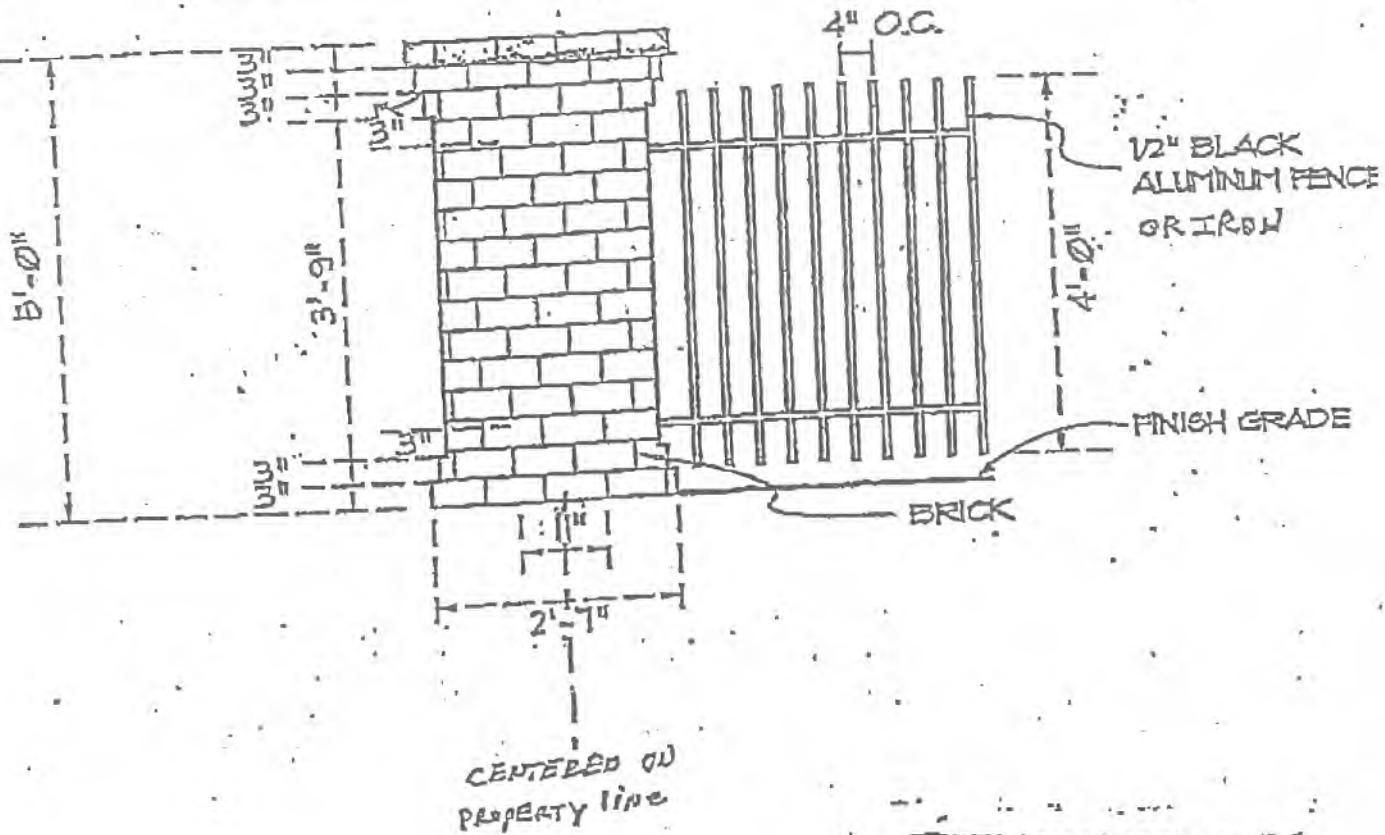
Color of Shingles \_\_\_\_\_ Brand of Shingles \_\_\_\_\_

Warranty of Shingles \_\_\_\_\_

- Colors-Please list name and paste COLOR CHIP next to each category
- Garage Door must be painted to match stucco or trim

Legacy Hills

EXHIBIT G



TYPE & COLOR BRICK AS APPROVED BY ACC.

BRICK COLUMN

## Exhibit B

Two (2) certain lot or parcel of ground, together with all the buildings and improvements thereon, and 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 LEGACY HILLS SUBDIVISION, and designated on the official subdivision Plat on file and of record as entry 614334 in the office of the Clerk and Recorder for the Parish of Ascension, State of Louisiana as LOTS NUMBER TWENTY TWO AND THIRTY THREE, (22 AND 33), said lots having such bearings and dimensions and being subject to such servitudes and building restrictions as more particularly shown on the official subdivision plat.