

# **SUGAR MILL OLDE TOWNE**

**Act Of Restrictions  
And  
Design Guidelines**

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STATE OF LOUISIANA

PARISH OF TERREBONNE

**RESTRICTIVE COVENANTS  
OF SUGAR MILL OLDE TOWNE**

BE IT KNOWN that on this \_\_\_ day of October, 2005, before me, the undersigned Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared:

**RUTTER LAND COMPANY, INC.**, a Louisiana corporation with Articles of Incorporation on file with the Secretary of State of the State of Louisiana and recorded in the official records of the Parish of Lafourche, State of Louisiana, herein represented by its President, Lea Rutter, Jr.,

[hereinafter collectively referred to as "Founder"]

who did depose and say that

Founder is the owner and developer of the real property hereinafter described, and by this act, imposes upon the property the restrictions, design codes, conditions, liens, and servitudes hereinafter set forth.

**1. PURPOSE**

**1.1 Purpose of Restrictions** - The purpose hereof is the creation of a Traditional Neighborhood Development (TND) community having a uniform plan of development for the preservation of property values and amenities in that community. The property is subjected to the covenants, restrictions, design codes, conditions, reservations, and charges herein set out so as to insure the best use and most appropriate development and improvements of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to insure the highest and best development of the property; to encourage and secure the erection of attractive homes and buildings thereon; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain property setbacks from streets; and in general, to provide adequately for quality improvement of the property and thereby enhance the values of investments made by purchasers of building sites thereon.

It is the Founders intent that land development within the TND be planned to encourage and provide mixed residential (single family and multi-family), retail and commercial uses and properties. The Founders intent and expectation is that the TND developed on the property described below will share the following:

1- Each Dwelling or Building within the TND is intended to be architecturally controlled. Residences, retail shops, offices and civic buildings are to be located in close proximity of each other. Physically defined parks or squares will provide a place for formal social activity and recreation which will reinforce the elements of the neighborhood and become a symbol of community identity.

2- Bring within walking distances most of the activities of daily living, including dwelling, shopping and working. Reduce or at least minimize the number and length of automobile trips, thus reducing traffic congestion. Provide a means for neighbors to come to know each other and to watch over others collective security thus bonding the overall community.

3- To allow for eventual self-governing of the community by its owners and to provide a development that will preserve certain values while allowing change when appropriate.

**1.2 DEFINITIONS** – The following definitions apply to these Covenants:

- A. Additional Annexable Property “Additional Annexable Property” shall mean any immovable contiguous property.
- B. Alley “Alley” shall mean a vehicular passageway designed to provide primary access to the rear of certain lots. Each Alley is shown on the Initial Plat as an area shown and designated as a 27' Right of Way and Utility Servitude.
- C. Alley-Loaded Lot “Alley Loaded Lot” shall mean a lot which is bordered on its rear Lot line by an Alley.
- D. Architectural Review Committee (the “ARC”) shall mean that committee established by the Founder, which shall consist of three members appointed by the Founder, whose function shall be to review and approve construction plans and specifications for any Improvement within the TND as provided in Section 3 herein.
- E. Assessments “Assessments” shall mean, collectively, the following charges:
  - (1) Regular Assessment The “Regular Assessment” is the amount assessed to, and due from, all Members of the Association to meet the Associations’s annual budgeted expenses and cash requirements.
  - (2) Parcel Assessment A “Parcel Assessment” is an amount assessed to and due from, an Owner of a particular Lot for charges relating only to that Lot.
  - (3) Special Assessment A “Special Assessment” is an amount assessed to and due from, each Owner of a lot for capital improvements or emergency expenses, or special services.
- F. Association “Association” shall mean the Sugar Mill Olde Towne Owners Association Inc., a Louisiana non-profit corporation, its successors and assigns. The Association, whose members are the Owners are responsible for maintaining and enforcing the Sugar Mill Olde Towne Restrictive Covenants and Codes.
- G. Association Articles “Association Articles” shall mean the Articles of Incorporation of the Association together with all amendments and modifications to same adopted hereafter in accordance with the law of Louisiana.
- H. Association Board “Association Board” shall mean the Board of Directors of the Association.
- I. Association Bylaws “Association Bylaws” shall mean the Bylaws of the Association together with all amendments and modifications to same adopted hereafter in accordance with the law of Louisiana.
- J. Association Members “Association Members” shall mean as of the time of any determination, all Owners, each Owner is a member of the Association.



- K. Building "Building" shall mean any Dwelling or other building constructed on any Lot. If permitted by the Design Code and approved by the Design Review Board, a Building may be attached to another Building and share party walls.
- L. Carport "Carport" shall mean an open air structure with a weatherproof roof to shelter automobiles.
- M. Common Area "Common Area" shall mean all immovable property within Sugar Mill Olde Towne designated for the common use and enjoyment of all Owners. Common Area also includes any improvements on that immovable property.
- N. Community Meeting The "Community Meeting" is the public meeting of Members of the Association for the discussion and voting for items brought before the association.
- O. Corner Lot "Corner Lot" shall mean a Lot situated at the juncture of two or more streets.
- P. Design Code "Design Code" shall mean the document entitled "**Sugar Mill Olde Towne Design Code**," together with all amendments and modifications to same adopted hereafter pursuant to the terms hereof.
- Q. Dwelling "Dwelling" shall mean and refer to any complete building intended for use and occupancy as a residence by a single family.
- R. Fence "Fence" shall mean a closure of front, side or rear yard area on a Lot.
- S. Garden Wall "Garden Wall" shall mean a closure of a front, side or rear yard area constructed of masonry or stucco.
- T. Home Office "Home Office" shall mean premises used for the transaction of business or the provision of professional services employing no more than 2 full-time employees, one of whom must be the Owner of the Lot on which the Home Office is located.
- U. Improvement "Improvement" shall mean and refer to every structure and all appurtenances thereto of every type and kind, including but not limited to, Dwellings, Buildings, outbuilding, patios, tennis courts, swimming pools, garages, carports, driveways, sidewalks, walkways, fences, walls, gates, 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, and any construction which in any way alters the exterior appearance of any improvement, but shall not include pipes, lines, cables, meters, equipment and facilities in connection with water, sewer, drainage, gas, electric, telephone, television or other utilities or service provider in favor of whom a utility or drainage servitude has been expressly established and granted herein.
- V. Landscape Code "Landscape Code" shall mean the document titled "Sugar Mill Olde Towne Landscape Code", together with all amendments and modifications to same adopted hereafter pursuant to the terms hereof.
- W. Lot A "Lot" is the smallest parcel of land which may be separately conveyed. Lots are designated as numbered, separately identifiable parcels on the Initial Plat or a subsequently recorded plat of additional immovable property which will be annexed to, and included and otherwise incorporated, within. Founder may redefine Lots by combining Lots or portions of Lots and by adjusting the boundary of a Lot.

- X. Mortgagee “Mortgagee” shall mean any person which holds (1) a mortgage encumbering a Lot as collateral security for the performance of an obligation, (2) otherwise holds a lien or encumbrance burdening or otherwise encumbering a lot.
- Y. Out Building “Out Building” or “Outbuilding” shall mean a Building additional to the Primary Dwelling, constructed at or near the rear Lot line with a maximum of two stories, and having a maximum Building footprint of 550 square feet. Out Buildings do not count against maximum Building cover restrictions or unit counts. Out Buildings may be attached to the Primary Residence on a lot.
- Z. Owner “Owner” shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot.
- AA. Person “Person” shall mean any individual, corporation, limited liability company, partnership, trustee, joint venture, association, joint stock company, trust, unincorporated organization, Governmental Authority, government or any agency or political subdivision thereof, or any other form of entity.
- BB. Setback “Setback” shall mean the placement of a Building or other structure from the property line of a Lot to the exterior slab of said Building or other structure.
- CC. Side-Yard Setback “Side Yard Setback” shall mean the minimum distance from the side property line of a Lot, which is adjacent to another Lot, to the slab of the Primary Residence or any ancillary structure on the Lot as to which the Side-Yard Setback is being considered or determined.
- DD. Street “Street” shall mean and refer to any public street within Sugar Mill Olde Towne.
- EE. Subsequent Phase “Subsequent Phase” shall mean any future phase of residential/commercial development that is an addition to or extension of Sugar Mill Olde Towne.
- FF. Utility Easements “Utility Easements” shall mean those portions of Sugar Mill Olde Towne depicted or labeled on the Initial Plat, or on any plat submitted as “utility easement”, “utility easm’t” or “utility servitude” or any similar words suggesting that such areas have been reserved for use in conjunction with any such public or private utility or service system.
- GG. Work “Work” shall mean and refer to any construction, erection, alteration, addition, renovation or removal of improvements on any Lot other than routine maintenance and repairs of existing improvements.

## 2. THE PROPERTY

**2.1 The TND Property** - The real property now owned by Founder (hereinafter referred to as the “TND Property”) and to be developed into the TND is described as follows:

A certain tract or parcel of land designated as Sugar Mill Olde Towne Subdivision, located in Section 102, Township 17 South, Range 17 East, in the City of Houma, Terrebonne Parish, Louisiana, being Tract “A” of a re-division of a 54.716 acre tract into Tract A and Tract B, as shown on a plat of survey by David A. Waitz Engineering and Surveying, Inc. dated December 6, 2004, approved by the Houma-Terrebonne Regional Planning Commission and recorded at File No. 1197458, Book 1896, folio 633, Parish of Terrebonne, according to which Tract A is more fully described as follows:

Commencing at the intersection of the Eastern Right of Way of the St. Charles Street Extension and the Northern Right of Way line of Valhi Boulevard, thence proceed North 25 Degrees 56'19" East a distance of 214.17' to a point, said point being "The Point of Beginning";

Thence proceed North 25 Degrees 56'19" East a distance of 1,319.12 feet along the Eastern Right of Way line of St. Charles Street to a point and corner; Thence proceed South 63 Degrees 48'58" East a distance of 714.79 feet to a point; Thence proceed South 60 Degrees 57'29" East a distance of 383.30 feet to a point; Thence proceed South 66 Degrees 12'59" a distance of 167.55 feet to a point and corner; Thence proceed South 26 Degrees 28'37" West a distance of 1,585.20 feet to a point and corner; Thence proceed North 60 Degrees 53'08" West a distance of 1,051.24 feet along the Northern Right of Way line of Valhi Boulevard to a point and corner; Thence proceed North 25 Degrees 57'52" East a distance of 224.98 feet to a point and corner; Thence proceed North 63 Degrees 58'28" West a distance of 200.54 feet to a point; Said point being "The Point of Beginning."

The above described tract of land contains 44.040 acres.

**2.2 TND Property Development** - The TND Property is being developed in Phases(hereinafter the "Phases"). The Initial Property (defined in 2.3 herein) and all Subsequent Phases of the TND Property hereinafter developed (hereinafter the "Subsequent Phases") shall be conveyed, transferred and sold by any record owner thereof subject to the conditions, covenants, design codes, restrictions, reservations, servitudes, and charges hereinafter set forth, or as same may be amended, modified, or revised to accommodate each Subsequent Phase. The Founder shall have the right, but not the obligation, for a period of Twenty (20) years from this date, from time to time in its sole discretion, to declare that any additional portions of the TND property is annexed to, and otherwise incorporated within, Sugar Mill Olde Towne. The restrictive covenants and conditions contained in this Declaration shall not extend to any such Subsequent Phase except to the extent expressly declared by Founder in a Supplemental Declaration. It shall be permissible for Founder, or its successors, to declare in a juridical act that a Subsequent Phase is subject to all restrictive covenants and conditions of this Declaration, subject to any modifications thereof or additions or deletions thereto that are applicable only to the specific Subsequent Phase in question. It is further expressly declared that any Rules and Regulations of the Association may differ in their application to each Subsequent Phase, and the requirements of the Design Code applicable to each Subsequent Phase may be different, and are expected to differ, from those requirements of the Design Code applicable to Phase A. It is the intention of Founder that it, or its successors or assigns, will develop and use portions of the TND Property for commercial, retail and/or other business purposes. Founder reserves the right to add additional property to be covered by these restrictions as the Subsequent Phases are developed. Founder further reserves the right to modify these restrictions as he may deem necessary. Any Supplemental Declaration annexing to, and or including and otherwise incorporating within, Sugar Mill Olde Towne, additional immovable property, shall become effective upon being recorded in the conveyance records of the Clerk of Court, Terrebonne Parish, Louisiana.

**2.3 Initial Property** - The immovable property which shall be held, transferred, conveyed and occupied subject to the Restrictive Covenants and Design Code, consists initially of Phase A. This Phase A consists of the Blocks and Lots labeled and designated on the plat of survey entitled "Sugar Mill Olde Towne (Phase A) Located In Section 102, T17S-R17E Terrebonne Parish, Louisiana", said Plat being recorded under Entry No. 1221854 of the records of Terrebonne Parish, Louisiana, as **Block 1** (lots 1-17), **Block 2** (lots 3-4), **Block 3** (lots 1-5),



**Block 5** (lots 1-3), **Block 6** (lots 1-3), **Block 7** (lots 1-3), **Block 8** (lots 1-6) together with the Streets, Alleys, Right of Ways, the Park name Grannoli Park and easements reflected within the platted portions of Phase A.

**2.4 Common Area** - The Common Areas as shown on the Plat of Sugar Mill Olde Towne are dedicated to the common use and the enjoyment of the lot owners of Sugar Mill Olde Towne, and the care and the upkeep and maintenance of these areas are not the responsibility of the City-Parish Government of Terrebonne, but shall be the responsibility of the lot owners of Sugar Mill Olde Towne and the Sugar Mill Olde Towne Owners Association provided for herein. These landscaped areas are not dedicated for use by the general public. The costs of all lighting, except street lights maintained by the utility company, are to be borne by the lot owners and not the City-Parish Government.

### 3. IMPROVEMENT RESTRICTIONS

**3.1 Design Review** – All Dwellings and other Buildings shall be constructed by a Licensed Louisiana Contractor. “Self-contracting” by lot owners is prohibited. The Founder shall designate certain contractors, designers and architects as approved contractors, designers and architects, and only those approved contractors, designers and shall be allowed to construct and/or design residences located in Sugar Mill Olde Towne. No building, out building or any structure, shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the Architectural Review Committee (ARC), 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. No fence, wall or landscaping shall be erected, placed or altered on any lot unless similarly approved.

**3.2 Design Guidelines** - The design guidelines established may include without limitation, appropriate and reasonable standards for exterior finishes and materials to provide for such materials and finishes as are desirable and may exclude any such exterior finishes and materials which the Architectural Review Committee deems undesirable or which, in its discretion, detracts from the value of the home or the surrounding homes or the general appearance or value of adjacent structures or the neighborhood. A fee will be charged for the review of all plans regardless of approval or non-approval of the plans. The Founder will seek to encourage the creation of aesthetically harmonious relationships among the homes within the Subdivision to provide for outstanding architectural statements, and the repetition of home designs should be limited. **For further reference, see the Sugar Mill Olde Towne Design Code attached hereto and made a part hereof as Exhibit A.**

**3.3 Commencement of Construction** – Construction on all Dwellings or other Buildings shall commence within 12 months after purchase date of each lot. In the event that the lot owner cannot commence construction within the prescribed time, he or she may sell said lot to a third party provided the new owner commences construction within the time remaining from the original sale. No dwelling, building, fence, wall or other structure shall be commenced, erected, or maintained, nor shall any addition, change or alteration of any kind therein be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, elevations, and other matters as the Architectural Review Committee may require shall have been submitted to and approved in writing by the ARC.

**3.4 Preliminary/Final Plan Submittal** - Two (2) sets of plans and specifications and plot plans must be submitted for approval. One (1) set will be signed and returned to the owner. The other will be retained by the Founder. Any changes to plans or specifications after approval is given, must be submitted to the Architectural Review Committee for approval prior to their implementation.

**3.5 Architectural Review Committee Approval Timeline** - In the event the ARC fails to approve or disapprove within thirty (30) days after any matter, including plans and specifications, has been submitted to it, approval shall not be required by the ARC; however, all

other provisions of these restrictions shall continue to apply. This provision should not be construed to mean that plans which do not comply with architectural standards set forth herein shall be deemed approved.

**3.6 Single Family** - No building shall be erected, altered, placed or permitted to remain on any one of the lots of the Initial Property, other than one family dwelling, a private garage or carport, and other accessories incidental to residential use of said lots, such as swimming pools, bathhouses and/or gazebos as provided in these Restrictions. No activity that would constitute a "group house" for the purpose of housing unrelated persons as a business or as an eleemosynary venture shall be permitted on any lot in development.

**3.7 Building Setbacks** - The "Sugar Mill Olde Towne Synopsis of Urban Regulations Phase One", attached hereto and made a part hereof as Exhibit B, provides the building setback requirements for Phase A.

**3.8 Square Footage** - The "Sugar Mil Olde Towne Synopsis of Urban Regulations Phase One", attached hereto and made a part hereof as Exhibit B, provides the minimum Dwelling square footage requirements for Phase A.

**3.9 Drainage/Erosion** - Lots shall be graded to direct drainage to the street. The use of exposed drain pipe or impervious swale lining is prohibited.

**3.10 Driveways/Sidewalks/Alleys** - Driveways shall be constructed of concrete and shall have a width of not less than twelve (12) feet flaring to twenty (20) feet at the street curb. No driveway shall be permitted adjacent to another except where the configuration of lots dictate it necessary. Upon construction of residential improvements on a lot, each lot owner shall be required to cause to be constructed a concrete sidewalk. These sidewalks shall be 60" in width, and 4" thick with necessary expansion joints and scored joints every 60" on center. All sidewalks shall be located immediately in front of and adjacent to the front property line of each lot, except that in the case of corner lots, an additional sidewalk meeting the above specifications shall be constructed in front of and adjacent to the side property line adjacent to the side street line. Driveways located on all lots that are not accessed by an alley shall have a **brick apron** from the curb of the street to the property line. An "**expansion joint**" located at the intersection of the curb or alley shall be required in accordance with applicable City of Houma regulations. There shall be no parking on or along any alleyway.

**3.11 Fences** - Chain link, vinyl or wire fences are prohibited. See Exhibit A for fence specifications.

**3.12 Gas Lights** - All Dwellings shall be required to have at least one Copper gas lantern on the front elevation of the home, or a Copper electric lantern which has a substantially similar appearance as a Copper gas lantern.

**3.13 Address Numbers/Mailboxes** - Address numbers and mailbox style shall be determined by the Founder, at its sole discretion, upon consultation with the United States Postal Service to determine the type of mail delivery to be provided to the TND.

**3.14 Pools, Spas, Hot Tubs** - The location of pools, spas, and hot tubs shall be approved by the ARC. Pool fences shall conform to city requirements and the Design Code. Pools must have a minimum setback of five (5') feet from the rear and side property line. Above ground pools are prohibited. Pool pumps and equipment shall be screened from view.

**3.15 Antennas, Outside Flagpoles, Satellite Dishes** - Radio and television antennas and flagpoles shall be prohibited except for temporary flagpoles. Satellite type antennas not exceeding 24" in circumference may be placed on the lot where they are out of view from the street and adjacent lots. There shall be no operation of any short wave- "Ham" radio stations.

**3.16 Clotheslines** - Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs or other items be hung from any railing, fence, hedge, or wall.

**3.17 Exterior/Security Lighting** - Exterior site lighting and security lighting shall not infringe upon adjacent neighbors. Utility poles shall be prohibited. **Alley loaded lots** are required to have at least one incandescent light to be chosen by the **ARC** to be located as such to give light to the alley. This light will be required to have a dusk to dawn electric eye.

**3.18 Outside Music** - Outside music, sound-producing devices and any other mechanical devices shall not be played so loudly that it is considered a nuisance by neighbors.

**3.19 Foundations** - Foundations shall be properly designed by the designer or architect of each Dwelling or other Building. The Founder does not warrant soil conditions. City regulations should be reviewed carefully for slab elevation requirements.

**3.20 Maximum Building Heights** - The maximum height of any dwelling shall not exceed two and one-half stories. See also Exhibit B for further requirements.

**3.21 Exterior Materials** - The exterior of the dwellings and accessory buildings shall be constructed of stucco, brick (The Founder recommends Antique Brick Co. of Houma) or cementitious or wood siding. Imitation stone and lava rock are expressly prohibited. All siding must be lap siding in design. Installation of non-approved materials may result in mandatory removal and replacement. All brick used is recommended to be old brick.

**3.22 Window Coverings** - No foil, sheets, reflective materials, paper or bright colors shall be used on any windows for drapes, sunscreens, blinds, shades or other purpose. Interior window coverings shall be lined in a neutral color so as not to detract from the exterior of the home.

**3.23 Window Units** - Window mounted air-conditioning or heating units are not acceptable. Hotel type units may be used in non-living area spaces such as garages, however, they shall be installed in such a manner that they are not visible from the street.

**3.24 Roof** - The pitch of the main roof of any dwelling shall be not less than a 7:12 pitch. The **ARC** may approve a lesser pitch if designer can show that it is more appropriate to the proportions of the dwelling. All roof colors shall be shades of browns, grays, or black and constructed of architecturally styled fiberglass or mineral coated shingle. **ARC** may approve roof materials of a different nature or color. **Decorative cement ridge caps** are required on all residences.

**3.25 Skylights/Solar Collectors** - Skylights shall not be located on the front elevation of any dwelling. Only flat skylights shall be allowed. No bubble skylights shall be permitted. Solar collectors must be approved by the **ARC**. Skylights and solar collectors must be shown on plans when submitted.

**3.26 Chimneys/Stacks Vents** - All exposed portions of metal chimneys and plumbing vents shall be painted the color of the roof and must be located in the rear of the home where possible. Metal chimneys which can be seen from the street must be covered by an approved material.

**3.27 Garages/Carports** - Garages shall be designed to blend with the main dwelling utilizing the same building materials. **Double Garages shall have a minimum inside clearance of 23' x 21'**. Double Carports shall have a minimum clearance of 22' x 20'. Garages should be of sufficient size to accommodate a minimum of two and not more than three automobiles. All garages shall be equipped with fully operational automatic garage door openers activated by remote control. Garage doors shall be constructed of painted metal. All garage doors shall remain closed except for ingress or egress. There shall be no open carports in the front of the residence, unless approved by the **ARC**.

**3.28 Gazebos/Pigeonniers** - Gazebos and pigeonniers shall relate architecturally to the design of the home in both form and material. Details and location of gazebos must be submitted for approval by the **ARC**.

**3.29 Garage Apartment** - One (1) garage apartment may be allowed on the rear of alley loaded lots, subject to approval by the ARC. Garage apartments shall not be leased or rented to and/or occupied by any third party not a member of the lot owner's immediate family.

**3.30 Servitudes** - Servitudes for installation, maintenance of utilities and drainage facilities are reserved as shown on the Initial Plat, as well as those servitudes established in Section 6.4 herein.

**3.31 Re-Subdivision** - These covenants prohibit the Re-subdivision of lots from any dimensions smaller than those shown on the official recorded plat provided, however, this covenant shall not prohibit the use of more than one (1) lot for one residence, or the resubdivision of one lot by adjacent lot owners for the purpose of increasing the size of their lots. The proposed site plan for the residence shall be approved by the ARC.

**3.32 Underground Utilities** - This subdivision will be served by underground utilities only. Overhead utilities of any kind are prohibited.

**3.33 Completion Schedule** - Once construction of a dwelling or any addition or outside structure has commenced it must be completed within twelve (12) months.

**3.34 Landscaping** - All dwellings are to be landscaped upon completion and prior to occupancy of the residence. The Founder along with the Landscape Architect has selected specific trees, shrubs, ground cover and vines that compliment the prevailing mood of Sugar Mill Olde Towne and are indigenous to South Louisiana. These theme plants will be utilized throughout for street trees, entry areas, buffers, open space area and parks. The look and mood of the landscape will emphasize a rich seasonal variety of color and texture. To reinforce the overall community theme, it is important that the landscaping for each lot complements the mood established in the Subdivision.

#### **4. GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS**

**4.1 Usage** - The single family lots of Phase A shall be used for single family residential purposes **ONLY**. No lot of Phase A shall be used for any other purpose, such as apartment houses or offices which are used for the conduct in the home of occupations such as medical or businesses or shops of any kind, nor for schools, churches, assembly halls or fraternity houses.

**4.2 Pets/Animals** - There shall be no raising of livestock such as cows, horses, goats, pigs, sheep, and rabbits, or poultry of any kind. Domestic animals shall not roam freely, but must be leashed or detained by fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance. The determination of a situation as nuisance is at the sole discretion of the Founder and this determination shall be final.

**4.3 Temporary Structures** - No structure of a temporary character, trailer, basement, shack, garage, barn or other out-building shall at any time be used as a residence, temporarily or permanently. No detached structure may be constructed without first having been approved by the ARC and all such buildings must conform in every respect, including materials, with the exterior construction of the dwelling construction on that same lot.

**4.4 Garbage Compost** - No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Upon completion of a residence, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities required by one (1) household only, provided it is not visible from the street and is kept free of noxious odors and insects. No burning of rubbish or trash will be allowed.

**4.5 Mobile Homes/Trailers, Water Born Vehicles** - The keeping of a mobile home or trailer, either with or without wheels, on any parcel of property covered by these covenants is prohibited. A motorboat, houseboat or other similar water born vehicle or recreational vehicle



(motor home) may be maintained, stored or kept on any parcel of property covered by these covenants **ONLY** if housed completely within a structure which has been approved by the **ARC**. Any motor home, travel trailer, camper or other similar recreational vehicle, such as boats and boat trailers must be kept out of site from the street and adjacent lots.

**4.6 Signs** - Within Phase A, no signs of any kind, other than one standard (16" x 24") real estate or building sign, shall be displayed to the public view on or from any building site. No political yard signs shall be allowed. General Contractor signs shall not exceed 5 square feet. Sub-Contractor signs are prohibited unless same are required by law or local ordinance.

**4.7 Nuisances** - No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other owners. Decisions of the Founder, or the Homeowners Association, in its sole discretion shall be final as to what does not constitute an annoyance or nuisance.

**4.8 Usage** - No offensive or unlawful use shall be made of the subdivision property, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed. The responsibility of meeting requirements of governmental bodies which require maintenance shall be enforceable in the same way as the responsibility for the maintenance and repair of the property concerned under these Restrictions.

**4.9 Maintenance (Landscape)** - Each individual lot owner shall be responsible for the maintenance of all landscaping on his lot and for maintaining his lot, residence and driveway in a clean and orderly fashion at all times, and the owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Lot owners shall be responsible for keeping lots mowed at all times and free from rubbish, trash, debris, and noxious weeds. If weeds or grass are allowed to grow in excess of 8" or if rubbish or trash, etc. is allowed to remain on any lot in such amounts as shall be considered unsightly, the Homeowners Association shall notify the lot owner of the condition. If after 3 days, no action is taken, the Homeowners Association may cause such work to be performed as may be necessary, and may demand and sue for reimbursement of such costs, as well as reasonable attorneys fees incurred in the collection thereof.

**4.10 Maintenance (Dwelling Exterior)** - Each owner of a dwelling shall keep the exterior of said dwelling reasonably maintained, including garages, carports or other approved out-buildings. This shall include the painting or replacement of roofs, fences, gutters, downspouts, and exterior building surfaces and any other necessary maintenance.

**4.11 Playground Equipment** - Playground equipment and swing sets may be made of wood or metal. Metal equipment must be kept in good condition, that is free of rust and chipping paint. Wood is recommended. All such playground equipment shall only be placed in the rear of the residence. All such equipment shall be screened from view with adequate landscape shrubbery or fencing so as not to be visible from the street of adjacent property.

**4.12 Basketball Goals** - No basketball goal, badminton net, tennis net, volleyball net or other similar sports equipment shall be attached to any structure or "**FREE STANDING**" where same is visible from the street.

**4.13 Parking** - No vehicles may be parked on any driving surface in any manner which blocks the driving surface in any road or private driveway/alleyway. Any illegally parked vehicles of any kind will be towed off the property at the expense of the owner of the vehicle.

**4.14 Firearms** - The use of firearms or air guns shall be strictly prohibited.

**4.15 Development Signage** - The Founder reserves the right to maintain a sales and development office and signage in Sugar Mill Olde Towne.

## 5. PROPERTY OWNERS ASSOCIATION

5.1 The owner of any lot in the Development shall be deemed a member of the Sugar Mill Olde Towne Owners Association, Inc. (the "Association"), a non-profit corporation created pursuant to the provisions of LSA R.S. 12:201 et seq. Membership shall be deemed appurtenant to lots of the Development and shall not be transferred in any manner.

5.2 The owner of each lot shall have one vote per lot in the Association.

5.3 The Association shall perform the following duties for the enhancement and improvement of the Development:

A. Own, operate and maintain for the benefit of its members all portions of the Development, if any, conveyed to the Association by Founder, including without limitation, all alleyways, walkways, any other recreational areas or open spaces. Without limiting the foregoing, Founder shall have the right, but not the obligation, to convey those areas to the Association for a consideration mutually satisfactory to Owner and the Association, in which event the Association shall have the obligation to operate and maintain said areas.

B. Obtain and maintain insurance and pay property taxes on any portion of the property owned by the Association;

C. Fill any vacancies of the ARC as provided in this act;

D. Maintain and repair any lot or improvement of the Development in the event said lot or improvement of the Development is not maintained by the owner thereof. The Association shall have the right to assess the owner of said portion of the property for all costs expended by the Association for maintenance and repair and to enforce such assessment as provided below;

E. Enforce each of the provisions of these restrictions and establish rules and regulations in connection therewith.

5.4 The Association shall have the power to assess its members for the costs and expenses of performing each of its duties set forth in these restrictions. Except as set forth in Subsection C below, each assessment shall be determined by dividing the total amount of the assessment by the number of votes in the Association and assessing the resulting amount to each lot owner.

A. **Regular Assessments.** In the event the duties of the Association require continuous and repeated expenditures, the Association shall determine, on a periodic basis not less frequently than annually, an estimate and budget of the total expenditures to be made by the Association during the period. Said amount shall be assessed against each lot as provided above and shall be collected in equal monthly installments on such dates as may be selected by the Association. In the event the Association determines that the amounts so assessed are inadequate to meet the actual expenditures of the Association, the Association shall levy a special assessment to collect such difference. In the event the amounts so assessed exceed the actual expenditures, the Association shall, in its discretion, apply such excess against the estimate of expenditures for the next period or refund such excess to the parties assessed.



**B. Special Assessment.** In the event the duties of the Association do not require continuous and repeated expenditures, no budget or regular assessment shall be required and the Association shall determine the actual cost of specific expenditures and make special assessments therefor against the lots and the owners of such lots. Special assessments may also be made by the Association to recover actual expenditures in excess of the regular assessment.

**C. Parcel Assessment.** In the event the Association determines to maintain or repair any lot or improvement in the Development in accordance with Section 4.3.d. above, the Association shall assess the entire cost thereof against the lot and the owner of said lot.

**5.5** Each regular, common or special assessment levied hereunder shall be a debt and obligation of the Lot against which it is levied as well as of the owner of said Lot. Any assessment levied pursuant to these Restrictions or provided by the Articles of Incorporation of the Association or any installment thereof which is not paid on the date when due shall be delinquent. The personal obligation of the lot owner to pay such assessment shall remain his personal obligation. Any such assessment or any installment thereof which is not paid within (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed twelve (12%) percent per annum and may also, by resolution of the Board of Directors, subject the lot owner to the payment of such other penalty or "late charge" as the Board may fix. In the event of any non-payment of assessment within thirty (30) days of notice of the assessment to the applicable lot owner such obligation may be enforced by an action at law brought by the Association in its own name in any Court of competent jurisdiction or by any other legal remedy available to the Association in which event such interest, penalties, late charges, costs and reasonable attorneys fees of not less than twenty (20%) per cent of the sum claimed, or \$500.00, whichever amount is greater, shall be added to the amount of the assessment. In addition, or in the alternative, in the event of such non-payment of an assessment within thirty (30) days of notice of the assessment by the Association to the applicable lot owner, the Association may file a lien against any property or interest in property located in the Development owned by the lot owner. Such lien shall be imposed in the same manner as and be subject to all applicable provisions of liens authorized by Part 3 of Chapter 1 of Code Title One of Code Book Two of Title Nine of the Louisiana Revised Statutes (R.S. 9:1145-1148) as such provisions exist at the time of the execution of these restrictions or as such provision of law may hereafter be amended. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to these Restrictions, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

**5.6** The Association shall be a non-profit corporation and shall be organized and operated in accordance with its Articles of Incorporation and By-Laws.

## **6. MISCELLANEOUS PROVISIONS**

**6.1 Timeline** - These stipulations and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from this date, at which time said covenants shall be automatically extended for a successive period of ten (10) years, unless written consent of the majority of the then owners of the lots in said subdivision, duly recorded in the conveyance records of this Parish, it is agreed to change said stipulations and restrictions in whole or in part, in which event the covenants referred to in that instrument which the majority of owners shall state that it is their desire to abolish shall cease to have further force or effect at the end of the then, current term, and all remaining restrictions, amended or otherwise, shall remain in full force and effect for the succeeding term.

**6.2 Invalidation** - Invalidation of any one of these stipulations or restrictions, or part thereof, by judgment or Court Order, or as herein provided, shall in no way affect any other provision herein contained, which other provisions shall remain in full force and effect.

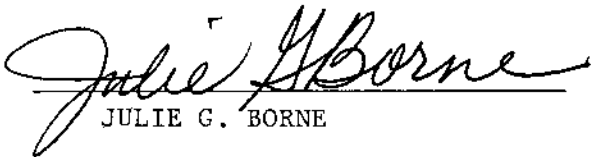
**6.3 Amending Restrictions, Adding Lots to Restrictions** - The Founder reserves the right to amend this Act of Restrictions one or more times, to add additional lots to the subdivision and to impose on the lots the building and use restrictions, conditions, liens and servitudes contained in this Act of Restrictions or any other building and use restrictions, conditions, liens and servitudes as provided in the Act of Amendment. The Amendment shall be in writing and shall be effective when filed for registry in the official records of Terrebonne Parish, State of Louisiana. Upon the filing of the Amendment of this Act of Restrictions, the lots described in this Act and the lots described in the Amendment shall constitute a single subdivision, and the building and use restrictions, conditions, liens and servitudes contained in this Act and in the Amendment shall be binding on each lot, fully enforceable by each lot owner in the subdivision.

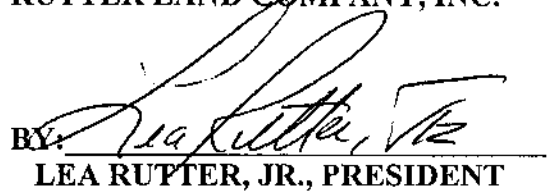
**6.4 Servitudes** - In addition to those servitudes and/or rights of way created and depicted on the Initial Plat, there is herein created and established in favor of each and every lot located in the TND, and each Owner thereof, a servitude of passage over the alleyways and sidewalks located within the TND. Every Owner, and their guests and/or invitees, shall have the right and easement of enjoyment in and to the Common Areas of the TND. The Association shall have the power to establish such rules and regulations as are necessary to govern the exercise of the rights granted herein.

**THUS DONE, PASSED, and SIGNED** at my office in the Parish of Lafourche, State of Louisiana, on the day, month and year first above written, in the presence of the witnesses hereinabove named and undersigned, who have signed these presents with the said appearers and me, Notary, after due reading of the whole.

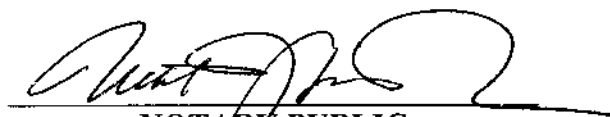
WITNESSES:

RUTTER LAND COMPANY, INC.

  
JULIE G. BORNE

BY:   
LEA RUPTER, JR., PRESIDENT

  
ANGELA C. CORTEZ

  
NOTARY PUBLIC  
RICHARD J. BOUTERIE, JR.  
LA. BAR ROLL NO. 3333