



**First Filing**

**Act of Restrictions**

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**Architectural Review Procedures**

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**Builder Regulations**

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**Directory of Agencies and Services**

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# **ACT OF RESTRICTIONS FOR WATERFRONT EAST, FIRST FILING**

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**ACT OF RESTRICTIONS  
FOR  
WATERFRONT EAST, FIRST FILING**

BE IT KNOWN, that on this \_\_\_\_ day of \_\_\_\_\_, 2003, before me, Linda S. Melancon, a Notary Public, duly commissioned and qualified in and for the Parish of Ascension, Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

**BLIND RIVER PROPERTIES, INC.**, a Louisiana corporation, organized and existing under the laws of the State of Louisiana, represented herein by W. Dale Martin, duly authorized pursuant to a resolution of the Board of Directors of said corporation, on file and of record in the office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana; herein referred to as “Appearer” or “Developer”;

Who after first being duly sworn, did depose and state:

Appearer is the Owner and Developer of the real property hereinafter described, and by this act, imposes upon the property the building restrictions, conditions, liens and servitudes hereinafter set forth.

1. **DEFINITIONS**

- 1.1 **Association.** The term “the Association” as used in these restrictions shall mean and refer to the WaterFront East Homeowners Association, Inc.
- 1.2 **Committee.** The term “Committee” or “ARC” as used in these restrictions shall mean and refer to the Architectural Review Committee of WaterFront East.
- 1.3 **Common Properties.** “Common Properties” or “Common Property” shall mean and refer to those tracts of land, together with any improvements thereon, which are actually and specifically dedicated, deeded or leased to the Homeowner’s Association, or tracts of land or improvements which the Homeowner’s Association undertakes to maintain. The terms “Common Properties” or “Common Property” shall also include any personal property acquired by the Homeowner’s Association and any real property within the Subject Property, together with any improvements thereon.
- 1.4 **Lot.** The term “Lot” as used in these restrictions shall mean and refer to any plots of land designated as Lots 1 through 114 inclusive, as shown on the official final plat of the Property.
- 1.5 **Owner.** The term “Owner” as used in these restrictions shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot including the Developer. Any person or entity having an interest in any Lot merely as security for the performance of an obligation shall



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not be an “Owner” until such time as the interest holder acquires by foreclosure or any proceeding or act in lieu of foreclosure.

- 1.6 **Member.** The term “Member” shall mean and refer to all those Owners who may be designated Members of the Association as provided in Article 4.2(A) hereof.
- 1.7 **Developer or Appearer.** The term “Developer” or “Appearer” shall mean and refer to Blind River Properties, Inc. a Louisiana Corporation. Wherever the term Developer or Appearer is used in this Declaration, it shall be deemed to include Developer’s successors and assigns.

## 2. PURPOSE

The purpose hereof is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in the community. The real property described herein is hereby subjected to the covenants, restrictions, conditions, reservations, liens and charges set out to insure the best use and most appropriate development and improvement 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 practical, 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 obtain harmonious color schemes; to insure the highest and best development of the property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain property setbacks from abutting properties; and, in general, to provide adequately for quality improvements of the property and thereby enhance the values of investments made by purchasers of building sites therein.

## 3. THE PROPERTY

- 3.1 The real property owned by Appearer and referred to herein is described as follows, and is subject to the covenants, conditions and restrictions set out herein:

Lot 1 - Lot 114 WaterFront East Subdivision, First Filing located in sections 29 & 30, T9S-R5E Livingston Parish, Louisiana for Blind River Properties, Inc., as those lots are shown on a plat entitled “Final Plat of WaterFront East, First Filing” which plat was prepared by Alvin Fairburn & Associates, dated June 2, 2003 and recorded in the official records of Livingston Parish, Louisiana at Entry No.: 530145 and all streets, servitudes and rights of way shown on the plat and all other Common Property.

- 3.2 The property and all other portions thereof shall be conveyed, transferred and sold by any record Owner thereof subject to the conditions, covenants, restrictions,



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reservations, servitudes, liens and charges hereinafter set out, all of which are imposed upon the property, and all of which shall run with the land.

#### 4. IMPROVEMENT RESTRICTIONS

##### 4.1 ARCHITECTURAL REVIEW COMMITTEE

###### A. Committee Membership

There is hereby created the WaterFront East Architectural Review Committee, to be composed of not more than four (4) representatives appointed by the Developer, who, by a majority vote, may designate one or more representatives to act for them (the term "Architectural Review Committee" as used herein shall refer to the individuals referenced above, their assignee(s) as permitted herein, or the Committee's designated representative(s)). In the event of death or resignation of any member or members of the Architectural Review Committee, the Developer shall appoint a successor member or members, and until such successor member or members shall have been appointed, the remaining member or members shall have the full right, authority and power to carry out the functions of the Architectural Review Committee as provided herein, or to designate a representative with like right, authority and power. The WaterFront East Architectural Review Committee shall govern all lots affected by these restrictions.

###### B. Transfer of Authority to Home Owners Association

On the date occurring ten (10) years from the date these Restrictions are filed, or such earlier date as may be chosen by the Developer, the duties, rights, power and authority of two (2) members of the Architectural Review Committee constituted hereby shall be assigned to the Home Owners Association, or if the Home Owners Association has been dissolved or liquidated, then to the record individual Lot Owners other than the Developer chosen by a majority vote of the individual Lot Owners to represent them. From and after the date of such assignment, the Home Owners Association, or if no Home Owners Association, then to the majority vote of the individual Lot Owners other than the Developer, shall have the full right, authority and power and shall be obligated to perform the functions of two (2) members of the Architectural Review Committee as provided herein.

###### C. Duties

- 1) General: All planning, design and construction on lots affected by these restrictions in WaterFront East including exterior ancillary buildings and site improvements, shall be made in conformance with the Architectural Review Committee's Development/Design Guidelines and procedures established therein. Notwithstanding any provisions herein to the contrary, no covenant, provision or other restriction in this Act of



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Restrictions may be amended, deleted or altered in any way except upon the approval of the Committee.

- 2) Plan Review: The Committee shall review for approval all plans and specifications for new construction and for alterations, additions or remodeling of existing structures, including exterior site improvements such as fences, boathouses, swimming pools, decks and other improvements in accordance with the established guidelines. The Committee shall have full power and authority to reject any plans and specifications:
  - (a) that do not comply with the restrictions herein imposed or do not meet the minimum structural and mechanical standards and requirements of *The Architectural Review Committee Procedures*; or
  - (b) that might not be compatible, in the sole discretion of the Committee, with the design or overall character and aesthetics of the Property or the harmony of external design, color schemes or location in relation to property lines, building lines, servitudes, grades, surrounding structures, walks and topography.
- 3) Enforcement: The Committee (or its successor) shall give written notice to each Lot Owner at his last address registered with the Home Owners Association of any violation(s) of these Restrictions, and such Lot Owner shall have ten (10) days from the receipt of such notice to correct such violation(s). In the event a Lot Owner does not cure such violation(s) within the ten (10) day period, the Committee may:
  - (a) file suit to enjoin or restrain continued violations of these Restrictions;
  - (b) file suit to require specific performance to enforce compliance with these Restrictions;
  - (c) file suit to recover damages for violations of these Restrictions; and/or
  - (d) record a privilege against any Lot owned by a defaulting Lot Owner and then file suit to collect all amounts owed it and to enforce any privilege filed by the Committee.
  - (e) In the event a Lot Owner does not properly maintain his Lot or residence in accordance herewith, including but not limited to provisions of paragraph 6.9 of these Restrictions, the Committee or





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its employees, contractors or agents shall have the right to go upon such Lot, whether or not the Improvements have been constructed, to eliminate nuisance conditions, to cause the Lot to be cleaned and mowed and to have the grass, weeds, vegetation and shrubbery cut, or to do anything necessary to maintain the aesthetic standards of such Lot when and as often as may be necessary in its judgment to maintain the Lot in the condition required by these Restrictions without the necessity of giving notice to such Lot Owner and at the sole cost, risk, and expense of the Lot Owner violating these Restrictions. Each defaulting Lot Owner shall be personally liable and responsible for all costs and expenses, including but not limited to attorney's fees, incurred by the Architectural Review Committee in maintaining such Lot and collecting the amounts owed by such defaulting Lot Owner. Each defaulting Lot Owner agrees that the Committee shall be reimbursed for one hundred and fifty (125%) percent of its out of pocket cost in maintaining a Lot resulting from a violation of these Restrictions.

- (f) The Architectural Review Committee will have the authority to enforce Builder and Construction regulations published by the Committee. Violations of these regulations will be reported to the lot owner and contractor and violations must be stopped immediately upon notification. In the event corrective action is required to remedy a violation or repair damage to streets, curbs, landscaping, signs or other common property the owner and/or builder will have five (5) working days to repair such damage or remedy a violation. If the damage is not repaired or the violation is not remedied the Committee may have the repair made or the violation remedied and the cost of such repair or remedy, plus a service fee of 25% of the cost, will be billed to the lot owner.
- (g) The failure of the Committee to enforce any restriction, covenant, and/or condition herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction, covenant, or condition. Additionally, the Committee shall not have any personal liability or responsibility for enforcing or failing to enforce any restriction, covenant and/or condition herein contained.

#### 4.2 HOME OWNERS ASSOCIATION

##### A. Home Owners Association.

In accordance with the provisions of La. R.S. 9:1145 *et seq.*, Appearer, has previously created the WATERFRONT EAST Home Owners' Association (hereinafter the "Home Owners' Association"), which is a Louisiana Nonprofit



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Corporation created under the provisions of La. R.S. 12:201 *et seq.* Upon the purchase of a Lot affected by these restrictions, a Lot Owner will become a member of the Home Owners' Association and will be obligated to pay Home Owners' Association dues. The bylaws and Articles of Incorporation of the Home Owners' Association shall govern the rights of a member of the Home Owners' Association.

**B. Duties**

The Home Owners' Association will:

- 1) maintain and oversee the maintenance of commonly owned spaces, properties, streets, utilities and services (not transferred to legal regulatory bodies or entities) located within the areas affected by these restrictions and will be responsible for the maintenance, mowing and landscaping of common areas located within the development; and
- 2) assist the Committee in policing these Restrictions and the ordinances of the Parish of Livingston, as applicable, including but not limited to enforcing the requirements of Section 6.
- 3) provide such other services as the Board of Directors decides are related to the aesthetics of the Property.

**C. Dues**

All Lot Owners, other than the Appearer, will be assessed annual dues in the amount of Six Hundred Dollars (\$600), to pay for the activities of the Home Owners Association as determined by the Board of Directors of the Home Owners Association. These dues will become due and payable on June 1<sup>st</sup> of every year. Dues for the first year shall be paid by the lot purchaser at closing, and shall be prorated for the year. Dues may be increased or reduced at the annual meeting of the Home Owners Association or at a special meeting called for such purpose all in accordance with the by-laws of the Home Owners Association. The Homeowner's Association may levy an assessment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, installation, repair or replacement of any capital improvement upon any Common Properties, provided that any such assessment shall have the assent of fifty-one percent (51%) of the total number of votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The Appearer shall not be obligated to pay any dues on lots owned by the Appearer. Lots purchased by general contractors for the purpose of constructing residences thereon and thereafter offering same for sale to the general public shall be exempt from dues until the earlier to occur of one (1) year from the date the Lot is conveyed to the general contractor or the date of the issuance of a certificate of occupancy for the residence constructed upon the lot.



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5. **PRIVILEGE AND LIEN RIGHTS**

As security for the failure of any Lot Owner to pay any dues, charges or expenses imposed by the Committee and/or the Home Owners Association, including those charges imposed in Section 4.1-C-3-(e) and (f), Appearer, the Committee, Home Owners Association, or any other person(s) authorized by law, may impose and file in the mortgage records of the Parish where the Lot is located, a privilege upon the Lot as authorized by La. R.S. 9:1145, et seq. Said privilege shall include, but not be limited to, the actual charge or fee owed, interest upon that charge or fee at the legal rate, and attorney's fees incurred in filing the privilege and filing suit to enforce that privilege if necessary.

6. **GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS**

6.1 **Single Family Residential Purposes**

All improvements constructed on any of the Lots affected by these restrictions shall be used solely for single family residential purposes. No Lot Owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence. However, the foregoing shall not be interpreted to prohibit a personal office being located within the residence. The use of Lots for other forms of residential use or for commercial, institutional, medical, retail, religious or storage uses of any kind is strictly prohibited. However, the Appearer may establish and maintain a sales/managment office on any lot or lots as deemed necessary by Appearer.

6.2 **Approval Required by the Committee Prior to Construction.**

No residence, building, fence, deck, boathouse swimming pool or other structure shall be erected, placed or altered on any lot affected by these restrictions until the proposed building plans, specifications, exterior color and finish plot plan, (showing proposed location of such building or structure, drives and parking areas) has been approved in writing by the Committee, its successors or assigns. Refusal of approved plans, location or specifications may be based by the Committee upon any grounds, including purely aesthetic reasons, which in the sole and uncontrolled discretion of the Committee shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval of the Committee. Should construction of a prospective residence, building or other structure not be commenced within six (6) months after approval by the Architectural Review Committee, and be pursued diligently thereafter, or should construction not be completed within twelve (12) months after the approval, then the approval of the Architectural Review Committee shall be automatically withdrawn.

6.3 **Temporary Structures**



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No structure of a temporary character, trailer or mobile, modular or prefabricated home, garage, barn or other structure or building shall be placed on any Lot, and no house, garage or other structure appurtenant thereto shall be moved upon any Lot from another location; provided however, a temporary structure may be placed on any lot by Appearer as a sales and/or construction office.

#### 6.4 **Public Servitudes**

A. There is hereby reserved in favor of Appearer a fifteen (15') feet wide servitude across the front (road accessed side) of each Lot coterminous with the street for drainage, water, sewer, telephones, cable, electrical, gas or other utilities, whether provided or not. It is expressly provided that Appearer, its successors and assigns, shall have the right to grant additional servitudes for passage, ingress, egress, utilities and/or other purposes in, on, over, under and across this 15' wide servitude, to such entities, properties and/or persons as it shall determine, which such grantees have the right to use and enjoy the 15' servitude in addition to and together with the grantees of the servitudes hereinabove established and without hindrance from said grantees, regardless of when their rights shall be recorded. It is understood that other servitudes, such as servitudes for utilities, have been or will be granted which affect the 15' servitude.

B. Surface Rights. The surface of servitude access for underground utilities may be used for landscaping. However, neither the Appearer nor any supplier of any utilities or service using any servitude area shall be liable to any Lot Owner for any damage done by them, or their respective agents, employees, servants or assigns, to any landscaping located on such servitude as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such servitude area.

#### 6.5 **Nuisance**

No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or other Lot Owners.



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## 6.6 Signs

No signs of any kind, including political issue or candidate signs, shall be displayed to the public view from the street or from the waterside on any Lot, except any Lot Owner may display one (1) professionally made sign not to exceed dimensions of 24 inches by 36 inches on a Lot to advertise the Lot and/or residence for sale. Contractors and their sub-contractors may place signs, not to exceed 24 inches by 36 inches on any lot during construction of a residence, boathouse, swimming pool or other structure. Lot Owners will place no signs of any kind at the entrance to the subdivision. This limitation on signage shall not apply to the Developer of the subdivision during the course of its development.

## 6.7 Re-Subdivision of Lots

Re-subdivision of Lots to vary from the layouts indicated on the recorded plat developed by the Appearer is prohibited without express written approval of the Architectural Review Committee. However, the foregoing shall not be construed to prohibit the owner of two (2) or more contiguous lots from building a single residence on those lots. An owner or multiple owners of three (3) or more contiguous lots may, with the approval of the Architectural Review Committee, file with the parish to re-plat their combined lots into fewer, but not more lots and all lots must extend from the street to the bulkhead and no lot shall be less than fifty (50) feet in width from the east lot line to the west lot line.

## 6.8 Garbage and Refuse Storage and Disposal

All Lots and improvements located thereon shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials with tightly-fitting lids, and shall be maintained in a clean and sanitary condition and screened from the street or adjacent property. Other than for the construction of improvements, no Lot shall be used for open storage of any materials or equipment except for normal residential requirements. New building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay. Upon completion of the improvements, all construction materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned or buried on any Lot during or after construction.



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#### 6.9 **Lot Maintenance**

All Lot Owners shall at all times: Keep all weeds, grass and landscaping located on their Lot(s) cut in a sanitary, healthful and attractive manner; maintain all improvements in a sanitary, healthful and attractive manner; and not permit the accumulation of garbage, trash or rubbish of any kind on any Lot. All Lots, including but not limited to vacant Lots, shall at all times be mowed so the grass shall be at a height of not greater than eight (8") inches. Should Lot Owner rent or lease the construction built upon their lot, the Lot Owner will still be responsible for all upkeep required by this section.

#### 6.10 **Oil and Mining Operations**

No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

#### 6.11 **Parking**

No boats, recreational vehicles or trailers of any kind, or parts or appurtenances may be kept, stored, repaired or maintained on any street or on any portion of a Lot. Recreational vehicles, boats or trailers must be housed completely within an enclosed structure or placed in a location, which has been approved, in writing, by the Committee. In no event shall they be kept, stored, repaired, or maintained in any manner that would detract from the appearance of both the individual Lot and the Development. Each Lot Owner shall provide for permanent parking of its vehicles within the bounds of the Lot. No vehicle owned by a Lot Owner or occupant shall be parked on the street for an extended period of time. Parking on the North side of the street is not allowed at any time.

#### 6.12 **Animals**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. No pet will be allowed to make an unreasonable amount of noise or to become a nuisance.

#### 6.13 **Fencing**

##### A. Design and Material.

No fence shall be constructed on any Lot without first obtaining written approval of the Architectural Review Committee. Chain link, wire or unfinished concrete blocks or other unsightly fencing is prohibited. Fence designs of heavy timber, wood, wrought iron, stucco and similar construction will be considered acceptable, subject to the Architectural Review Committee's approval.



B. Setbacks and Height.

Fencing may be installed along the street side of the Lot with a maximum height of four (4') feet. No fence shall be nearer than the front setback line. Fencing may be installed on side lot lines to a height not to exceed six (6') feet except parts within ten (10') feet of the front set back line shall be limited to a maximum of four (4') feet in height.

C. Intent.

A principal consideration of the Architectural Review Committee is the need to ensure that no fence will interfere with a neighbor's view to the natural water and wetland settings. Accordingly, rigorous restrictions may be applied to "solid" fences, such as board-on-board or masonry, which may not apply to more "open" fences, such as post-and-rail or picket style fences installed near property lines.

**6.14 Exterior Materials**

Brick and stucco are approved exterior building materials subject to ARC approval for color and quality. Other exterior materials may be submitted for ARC review.

**6.15 Fireplace Flues/Chimneys and Roof Vents**

Fireplace flues and chimneys shall be covered with the same materials as used on the exterior of the residence, except they may be brick masonry though the residence exterior is not. Exposed metal flues are prohibited. All fireplaces shall have chimney caps. All roof vents will be painted to match the surrounding roofing material and may not be located on a roof sloping to the street.

**6.16 Satellite Dishes and Antenna**

No television antenna, radio antenna (receiver or sender) or other similar device shall be mounted on the roof or exterior walls of any residential or ancillary structure, except a satellite/TV dish of 18 inch diameter or less. Placement of all dishes shall require Architectural Review Committee approval. However, appearer may install a radio antenna on any structure used as an office during development.

**6.17 Mailboxes, Flagpoles and Statues**

All mailboxes will be housed in the post office building. No other mailbox structures or newspaper boxes shall be allowed. The use of flagpoles, statues and other yard ornaments are restricted to the rear (waterside) of the lot.

**6.18 Landscaping**

Each Lot Owner is responsible for landscape improvements on their Lot, to consist of not less than:



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A. Trees.

Planting of a minimum of one (1) tree in the yard area between the front utility easement line on the street side of the property and the front building line of the residence, and a minimum of one (1) tree in the rear yard area between the bulkhead line and rear building line of the residence. Existing trees along the bulkhead will count toward the rear yard requirement. Trees must be a minimum of ten to twelve (10'-12') foot in height and a minimum three (3") inches caliper when measured 12" above the ground line. Trees must be planted within one calendar year from date of lot purchase if construction of the residence has not begun during the one-year period.

B. Shrubs.

The owner must plant a minimum of twenty (20) shrubs (3 gallon size) of which at least 50% are to be planted in the front yard. The committee may alter this requirement depending on size of material and overall appearance.

C. Drainage.

The drainage of the street side of all lots is designed to allow excess water to drain onto the street and directed to outfall flumes along the curbside of the street. In order to maintain the integrity of the drainage system and the stability of the roadbed, a lot owner must completely sod from the streets' edge to the front setback as soon as practical but not later than occupancy of the residence. Sod will be installed at such height, relative to street surface, so as to allow water to drain from the lot onto the road surface and to prevent water from standing on the lot.

D. Timing.

All required landscaping, with the exception of where specifically stated otherwise herein, must be completed within thirty (30) days of residence occupancy or completion, whichever occurs first.

E. Materials.

The recommended Plant Material list attached as appendix A contains suggested plant material. These materials are compatible with the regional climate. Other trees, shrubs and ground covers not listed in appendix A may be used with the approval of the Architectural Review Committee.





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**6.19 Exterior or Flood Lighting**

Exterior, flood, pool, patio or landscaping lighting must not infringe upon adjacent Lots. All accent lighting should be direct task type fixtures and should be as close to grade as possible.

**6.20 Roofs**

All residential roof materials (i.e.) material, style, color, texture, layout shall be submitted for architectural review and approval prior to commencing construction. Roofing material must have a minimum of a thirty (30) year life. The minimum roof pitch for the main roof structure of any residence shall have a vertical rise of at least six (6") inches for each twelve (12") inches in horizontal run, unless otherwise approved by the Committee.

**6.21 Recreational Equipment**

No basketball goals, gym sets, swings, etc. shall be installed on or beyond the front facade of any residence or within the front yard setbacks.

**6.22 Setback**

No exterior wall or structural component of residential construction shall be located on any Lot nearer than twenty-five (25) feet from the front lot line facing the street on even numbered lots and nearer than Twenty Eight (28) feet from the front lot line facing the street on odd numbered lots. No exterior wall or structural component of residential construction shall be located nearer than five (5) feet from any side lot line affected by these restrictions. No exterior wall or structural component of residential construction, except as noted for Boathouses, shall be located on any lot nearer than thirty (30) feet from the bulkhead on the Amite River Diversion Canal (rear yard). All setbacks include projecting features such as porches, canopies and the like. The Architectural Review Committee may grant waivers or variations to these requirements that, in the sole opinion of the Committee, do not adversely affect the overall aesthetics of the Development.

**6.23 Residence Size and Floor Elevation**

Residences shall have a minimum of seventeen hundred (1,700) square feet of heated and cooled living area. In the event a residence to be erected on a lot shall contain more than one story, a minimum of seventeen hundred (1,700) square feet of heated and cooled living area is required on the ground floor unless otherwise approved by the Architectural Review Committee. No residential structure erected on any Lot shall have more than two (2) stories, nor exceed thirty-five (35') feet in height measured from the finished floor elevation of the first floor to the peak of the roof. Ceiling heights in the living area of residences shall be a minimum of nine (9') feet above finished floor. The first floor shall be set no lower than nine and one-half (9½) foot elevation as measured from benchmarks provided.



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## 6.24 Boathouses

### A. Dimension

In addition to the residence, a detached Boathouse will be allowed on each Lot in accordance with the construction parameters established within the Corps of Engineers blanket permit issued for bulkheading along Amite River Diversion Canal. Boathouses are to be constructed without enclosure walls and shall not exceed a 720 square footprint and not exceed eighteen (18') feet in height above the top of Bulkhead. Construction shall utilize materials and design comparable with the residential structure. Boathouse roof materials shall match the main residence with pitches not less than 4 (rise) on 12 (run). A minimum of fifty percent (50%) of the footprint closest to the residence must be covered with a peaked roof. The remainder may be open deck.

### B. Location

Boathouse locations shall not extend more than twelve (12') feet beyond the alignment of the permitted Bulkhead (out into the Amite River Diversion Canal,) nor into the property from the permitted Bulkhead more than eighteen (18') feet, exclusive of eaves and projections, without the lot owner acquiring approval of the Architectural Review Committee and assuming responsibility for acquiring regulatory permission. No Boathouse or covered area shall be constructed closer than ten (10) feet to an abutting lot. Decks may extend to within one (1) foot of an abutting lot.

### C. Storage.

Enclosed storage buildings attached to or made a part of the boathouse are prohibited. However, the boathouse attic can be used for storage provided the stairway leading to the attic is not enclosed. Dock storage boxes not exceeding six feet long, four feet wide and three feet high are permitted.

## 6.25 Garages and Driveways

### A. Limits.

Upon the completion of construction and prior to occupancy of a residential structure, each Lot shall have sufficient off-street parking consisting of a hard surfaced parking apron of a width sufficient to accommodate two (2) automobiles side-by-side and at a minimum of a one (1) car garage. Asphalt driveways are not permitted. Garages must be equipped with overhead doors which must remain closed except when in use.

### B. Setback.

No driveways, sidewalks or deck areas shall be located nearer than one (1) foot to any side Lot line. Driveways shall be a minimum width of ten (10')



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feet. If a garage is front loading, the driveway width shall be equal to or greater than the width of the garage opening.

C. Tie-in to Street.

The procedure detailed in appendix B shall be followed when tying the driveway into the street in order to maintain the integrity of the roadbed. Inspection of driveway forms and tie-in by the Architectural Review Committee is required before installation of concrete or other material.

**6.26 Swimming Pools**

Swimming pools are permitted only on the water-side of Lots and must be no closer than twenty (20) feet from the bulkhead. Above ground swimming pools are not allowed.

**6.27 Term and Amendment of Restrictions**

These covenants 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 the date these covenants are recorded. After The initial twenty-five (25) year term, these covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then lot owners shall have been recorded agreeing to change said covenants in whole or in part. Notwithstanding the foregoing, these restrictions may be amended in whole or in part at any time by an instrument signed by the owners of seventy-five percent (75%) of the lots in said subdivision, subject to the approval of the Architectural Review Committee as required in Article 4.1.

**6.28 Severability**

Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in these Restrictions, or any part hereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force.

**6.29 Governing Law**

These Restrictions are a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Louisiana.



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THUS DONE AND PASSED, in my office in Prairieville, Ascension Parish, Louisiana on the day, month and year first written above and in the presence of the undersigned, good and competent witnesses, who hereunto sign their names with the said Appearer and me, Notary, after reading the whole.

WITNESSES:

\_\_\_\_\_  
//signed//

\_\_\_\_\_  
//signed//

**BLIND RIVER  
PROPERTIES, INC.**

BY: \_\_\_\_\_  
//signed//  
W. Dale Martin, President

By: \_\_\_\_\_  
//signed//  
Linda S. Melancon  
NOTARY PUBLIC



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## Appendix A

### Recommended Plant Material

#### TREES

##### Large

Live Oak  
Willow Oak  
Southern Red Oak  
Cherry Bark Oak  
Cypress

##### Medium

River Birch	Savannah Holly
Swamp Red Maple	American Holly
Bradford Pear	Weeping willow
Silver Maple	Sweet Bay Magnolia
Drake Elm	Green Ash

##### Small

Crepe Myrtle	Oriental Magnolia
Yaupon Holly	Cherry Laurel
Sweet Olive	Wax Myrtle
Parasol Tree	Southern Crabapple
Japanese Maple	Purple Leaf Plum

#### SHRUBS

Boxwood	Hollies	Nandina
Eleagnus	Red Tip Photinia	Spirea
Pittosporum	Indian Hawthorne	Mahonia
Philodendron	Pyracantha	Banana
Hydrangea	Dwarf Azalea	Azalea
Camellia	Gardenia	Sago Palm
Ligustrum	Abelia	Fatsia

#### VINES

Caroline Yellow Jasmine	Confederate Jasmine
Wisteria	Fig vine
English Ivy	

#### GROUND COVERS

Liriope	Asian Jasmine	Ajuga
Monkey Grass	Blue Pacific Juniper	Aspidistra
Louisiana Iris	Wood Fern	Ardesia
Daylillies	Indigo	Asparagus

Fern

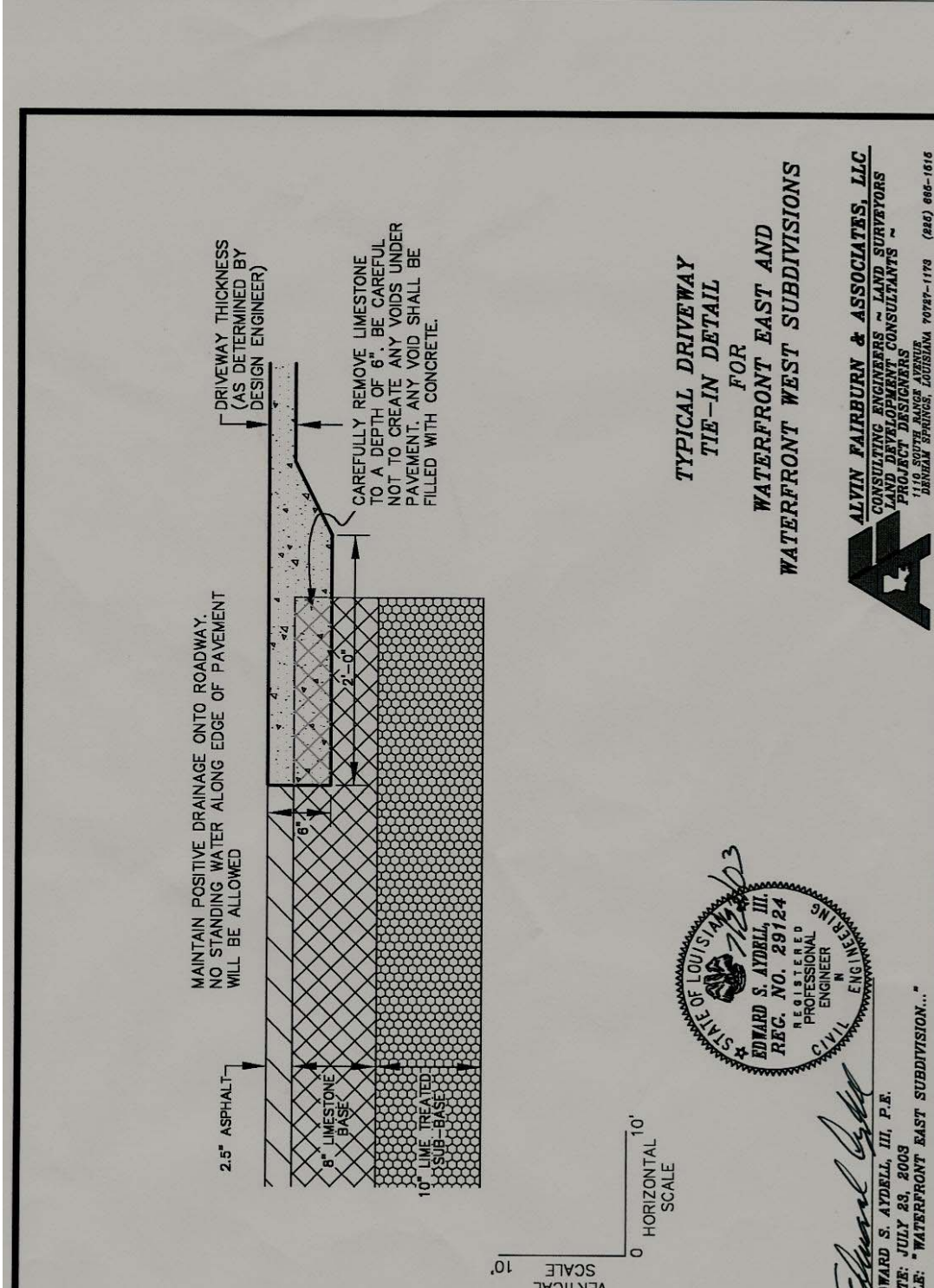
#### GRASS

Centipede	Bermuda	St. Augustine
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Appendix B

Driveway Tie-In







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# Architectural Review Committee

## Procedures and Forms

The authority of the WaterFront East Architectural Review Committee is based on the Act of Restrictions for WaterFront East as filed in Livingston Parish. Hereinafter, the WaterFront East Architectural Review Committee is referred to as the “ARC” or the “Committee”.

### Introduction

The design and building of your home in WaterFront East should be an exciting and pleasurable experience. We welcome you to the neighborhood and look forward to working with you to bring your dream to reality.

Land use restrictive covenants have been recorded in Livingston Parish to insure that uniform development of the community will take place. All purchasers of lots in WaterFront East sign deeds that include these covenants. Since covenants run with the land, all property in WaterFront East is covered, thereby assuring valuable protection for all owners. We encourage you to share the Acts of Restriction with your architect, designer or builder as the first step in your development process.

It is the intent of the ARC to coordinate and encourage architectural diversity and quality within the community while protecting and preserving the natural beauty of WaterFront East. The committee may exercise its authority to reject designs for purely aesthetic considerations and failure to blend into and complement the neighboring residences and the community as a whole. If the ARC denies approval for construction and the lot owner feels that the decision is unfair, the homeowner may appeal to the Board of Directors of the Homeowners Association. A hearing with the full Board and the ARC will be held to allow the owner to present his or her position. After the hearing the Board and ARC jointly will determine approval or disapproval. The ARC will notify the owner of their final decision. The joint decision of the Board and ARC is final and binding.





## Scope

**All construction**, be it residences, docks, boathouse, fences or any other structure on any lot in WaterFront East **must be approved in advance by the WaterFront East**

**Architectural Review Committee**. This manual is intended to guide and assist the WaterFront East property owners who are planning to:

- construct a new residence, boat slip, dock or boathouse
- make additions to an existing residence or outbuildings
- to re-stain, repaint, re-roof or otherwise improve or change the exterior appearance of their home

## The Process

The Architectural Review Committee (ARC) must review the plans and materials for all structures built in WaterFront East before construction may begin. To assist in this review, application forms are included with this document. These forms furnish the ARC with the basic information need to review your plans, and function as a checklist for you so that all design aspects of your home are considered. Any questions in reference to the Design Review Guidelines should be submitted to the ARC. The Committee will make every effort to clarify the guidelines and interpret the instructive covenants and architectural guidelines. The following reviews are available:

**Conceptual or Preliminary Review**: This type of review is suggested when an owner has concerns about the general acceptability of the contemplated project and would like to get the committee reaction before committing to the completion of all architectural plans. This is offered to save an applicant's time and expense in pursuing a design that might be disapproved by the ARC.

**Final Review**: When final construction drawing for your home or other structure is complete, it must be submitted to the ARC for final approval. The submission shall include full construction drawings for the structure, site plan and landscape plans (if applicable). The ARC will make every attempt to review the plans within 10



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working days after the submittal. At this time, adjustments to the plans may be required. If the revisions are substantial, the ARC may require that the plans be resubmitted for review. For minor changes in the exterior of an existing structure, clear legible drawings prepared by the owner or contractor may be sufficient for review.

You will be notified in writing of the Committee's decision and the Committee will retain a copy of the approved plans for its files.

**No site clearing, grading, material deliveries or construction work of any kind is permitted on the home site until approval is received from the ARC.** Construction work must begin within six months of the final approval of the plans or the approval shall be void.

**The ARC will require inspection of the staking plan for your structure to verify setback requirements are met before construction may begin.**

Upon completion of construction, the ARC may complete a formal inspection of the home and site improvements. Intermediate inspections may also be done the ARC at any time during construction to verify compliance with the approved construction drawings.

The ARC does not assume responsibility for the following:

1. The structural adequacy, capacity or safety features of the proposed any structure.
2. Soil erosion, incompatible or unstable soil conditions.
3. Compliance with any or all building codes, safety requirements, governmental Laws, regulations, or ordinances.
4. Performance or quality of work of any contractor.



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## Application Form and Requirements

There are six (6) components required in the final application.

1. Application Form. Exhibit 1 or 2 to this document must be completed and used as a transmittal cover sheet for all reviews and applications.
2. Financial Capability. A letter from a financial institution indicating a commitment for a mortgage or verification of financial capability to finance the proposed residence. *(Only required with an application for construction of a residence.)*
3. Permit and Review Fees. Presently there are no fees charged for the review and approval process. If the ARC feels it necessary to hire an outside professional for assistance due to the complexity of an application, they reserve the right to do so at the owners expense after, prior notification and approval of the owner.
4. Site Plan. A plan drawn to show set back lines as specified in the Acts of Restriction, location of main house structure, garages, driveways, proposed construction of boathouse, decks, pools, including location of HVAC compressors, pool service yards all drawn to scale is required. The drawing title box should include owners name, lot number, and street address.
5. Floor plans \*. Dimensioned architectural floor plans, for each level for the proposed structure, including windows, doors, etc. is required. All rooms should be labeled as to function, and basic overall room dimensions be shown. The elevation of the finished floor should be shown as well as the ceiling height in each room. The computed heated/air conditioned area should clearly shown (in square feet) on the plans.
6. Elevation Drawings \*. Elevation drawings that accurately represent all four sides of the proposed structure are required. All exterior wall materials are to be accurately and fully depicted.
7. Material Samples and Colors. Color boards or samples of material to be used on the exterior are required. Brochures, color chips, and manufacturers promotional literature may be used in lieu of actual materials.

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\*(Drawings are to be prepared at a scale of ¼ inch = 1 foot.)



Exhibit 1



Application For Building Permit

Date: \_\_\_\_\_ Lot # \_\_\_\_\_ Street Address: \_\_\_\_\_

Owner Information: Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_, St. \_\_\_\_ Zip \_\_\_\_\_  
Phone: \_\_\_\_\_  
Phone: \_\_\_\_\_

Architect or Designer: Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_, St. \_\_\_\_ Zip \_\_\_\_\_  
Phone: \_\_\_\_\_  
Phone: \_\_\_\_\_

Builder: Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_, St. \_\_\_\_ Zip \_\_\_\_\_  
Phone: \_\_\_\_\_  
Phone: \_\_\_\_\_

- Type of Construction:**
- Residence
  - Boathouse/Slip
  - Remodel/Repaint
  - Landscape
  - Deck
  - Other \_\_\_\_\_

- Attachments Include:**
- Site Plan
  - Foundation Plan
  - Floor Plans
  - Elevation Drawings
  - Material Samples
  - Other \_\_\_\_\_

ARC use only: Date Rec'd \_\_\_/\_\_\_/\_\_\_ Date Reviewed \_\_\_/\_\_\_/\_\_\_  
Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
PERMIT NO. # \_\_\_\_\_



Exhibit 2



VARIANCE REQUEST FORM

Date: \_\_\_\_\_ Lot # \_\_\_\_\_ Street Address: \_\_\_\_\_

Owner Information: Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_, St. \_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

I am requesting a variance from the following covenants as contained in the Acts of Restrictions as filed with Livingston Parish.

Covenant \_\_\_\_\_  
(Please provide Article number, section and paragraph)

The variance I am requesting is as follows:

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

Reason or Justification for Variance:

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

ARC use only: Date Rec'd \_\_\_/\_\_\_/\_\_\_ Date Reviewed \_\_\_/\_\_\_/\_\_\_  
Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
VARIANCE # \_\_\_\_\_



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## Builder and Construction Regulations

These regulations are posted to protect the property, beauty and privacy of the neighborhood during construction of residences and or other approved structures. **It is the responsibility of the lot owner to inform their contractors, sub-contractors and suppliers of these regulations and to monitor the construction site to insure compliance.**

- To ensure quality construction and the safety of all workers, no contractor or service personnel may bring pets, firearms, illegal drugs or alcoholic beverages on the property.
- Contractors and their employees are the guests of the lot owners and must register their vehicles and acquire a gate pass from the WaterFront East sales office. Speeding, disorderly conduct and visitation other than during normal work hours will be result in loss of guest privileges.
- A job toilet must be located on all lots during construction.
- The contractor is responsible for trash and debris, which might litter the street and waterway. Trash should be stored in a dumpster on the job site or be removed on a regular basis.
- Stockpiling of building materials or trash on the street is prohibited.
- The burning of lumber or other debris on construction sites is not permitted
- Dumping of materials in the waterway or wetlands is not allowed
- Construction trailers are not permitted on any lots or common areas.
- Parking is allowed only on the lot side of the street or on the construction site and parking on adjacent vacant lots is prohibited. A vehicle turn-around site is designated within the development and driving upon or using vacant lots for turning purposes is prohibited. Violators are subject to loss of gate privileges.
- Construction vehicles or trailers may not be left overnight in WaterFront East
- Washing of any truck or vehicle on the street is prohibited. Concrete delivery or concrete pumping trucks may be washed only in designated areas.
- Posting of signs and notices are limited to permits and subcontractor signs



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required by regulatory agencies and one sign each for the builder and architect (not to exceed 24" X 24"). All signs must be removed prior to occupancy or upon completion of the structure.

**Enforcement:**

The Architectural Review Committee will have the authority to enforce the above regulations. Violations of these regulations will be reported to the lot owner and contractor and violations must be stopped immediately upon notification. In the event corrective action is required to remedy a violation or repair damage to streets, curbs, landscaping, signs or other common property the owner and/or builder will have five (5) working days to repair such damage or remedy a violation. If the damage is not repaired or the violation is not remedied the ARC may have the repair made or the violation remedied and the cost of such repair or remedy, plus a service fee of 25% of the cost, will be billed to the lot owner as provided in Article 4.1, C, 3, (f) of the Acts of Restrictions.



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## Directory of Agencies and Services

### Developer and Related Parties:

Blind River Properties, Inc.  
P.O. Box 270  
French Settlement, La. 70733  
225-698-6600

HOA and ARC  
P.O. Box 280  
French Settlement, La. 70733  
225-698-6600

### Permits:

Livingston Parish Permits Dept.  
20170 Ohio Street  
Livingston, La. 70754  
225-686-3021

Livingston Parish Health Dept.  
20141 Iowa Street  
Livingston, La. 70754  
225-686-7017

### Utilities and Services:

#### Electrical:

DEMCO  
15095 Highway 931  
Gonzales, LA 70895  
Phone:(225)-622-2549

#### Post Office Box and Street Addresses

WaterFront East  
Sales Office  
Chrissy Sance  
225-698-6600

#### Water:

Diversion Water Company, Inc.  
16070 Bluff Road  
Prairieville, LA 70769  
Phone (225)-673-8560  
Contact: Pat Valega

#### Sewer:

Wastewater Treatment of Louisiana  
1629 South Park Avenue  
Gonzales, LA 70737  
Phone: (225)-673-3156  
Contact: Linda Pertuit

#### Trash Pickup:

Waste Management  
(225)-664-8802

#### Telephone:

EATEL  
913 South Burnside Ave.  
Gonzales, LA 70737  
(225)-621-4300





Post Office Box 270  
French Settlement, La. 70733

225-698-6600 [www.TheWaterFrontLa.com](http://www.TheWaterFrontLa.com)