

**BUILDING GUIDELINES MANUAL FOR  
MONTRACHET SUBDIVISION**

**PURPOSE:**

The purpose hereof is the creation of a high quality residential community having a uniform plan of development and preservation of property values and amenities in the community. The property is hereby subject to the obligations, covenants, restrictions, reservations, servitude, liens, and charges herein set forth, including, without limitation, the assessment and penalty provisions to protect the owners of lots from: Improper use of surrounding lots as would depreciate the value of their property; To preserve, so far as practical, the natural beauty of the property; To prohibit the erection 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 proper location and erection of attractive homes on lots; To prevent haphazard and inharmonious improvements on lots; To secure and maintain building setback lines; and, In general, to provide adequately for quality improvements of the property and thereby enhance the values of investments made by the Developer and purchasers of lots.

**PLAN SUBMISSION:**

The following must be submitted to the Architectural Review Committee prior to construction of any improvements on any lot in Montrachet Subdivision:

- |                              |   |
|------------------------------|---|
| 1). Owners' Name & Address   | 2). Builders Name and Address           |
| 3). Daytime Telephone Number | 4). Builders License Number             |
| 5). Lot Number               | 6). Architect's name, address and phone |
- 7). Two (2) copies of a full set of plans including all drawings and specifications which contain;

1. Detailed elevations of all four sides of all buildings to be constructed on the lot including exterior materials, window specifications, door specifications and colors of any exterior item.
2. Interior floor plans of all buildings to be constructed.
3. Electrical and Mechanical plans.
4. Exterior roofing plan showing pitch and all roof penetrations, including make and manufacturer of all roofing materials. In addition, roof plan must include the type and color of shingle being installed.
5. A plot plan showing the location of all improvements proposed to be constructed on the lot including fencing, sidewalks, drive way, exterior porches, gating and exterior buildings other than the primary residence.

6. Landscaping plan showing all landscaping to be installed on the lot. Landscape plan must include the number, type and size of plants/trees being installed and irrigation system (if applicable). The landscape plan must be submitted with a \$2,500.00 (see Article 3.9 of the Restrictions)
7. Site plan showing all dirt work, drainage, grading and tree removal.
8. A \$250.00 review fee and a one time construction deposit of \$2,500.00 (see Article 3.10 of the Restrictions)

You are encouraged to submit the above required items to the ARC well in advance of your planned construction commencement date so that any required changes can be incorporated in the plans you submit to the building permit office. No construction may commence prior to written approval by the Architectural Review Committee.

### **CONFIGURATION OF BUILDING**

All homes must be constructed within the “buildable area” designated on the final plat (see enclosed plat) by the Developer. In addition, each owner is encouraged to keep as many trees as possible in the “non-buildable area” on the front and rear of each lot. The front of every lot shall be determined by the municipal name and address of the lot so designated by the EBR DPW permit department.

Unless there is some compelling circumstance approved in writing by the Architectural Review Committee, driveways shall be on the side of the lot designated by the ARC (see enclosed plat).

### **GENERAL DESIGN**

All architectural designs to be built in Montrachet shall be consistent with the overall design of the subdivision and it is the sole discretion of the Architectural Review Committee to establish and maintain these architectural standards. The Standard building design shall be architecturally consistent with the attached examples of approved designs.

All buildings constructed as the main residence in Montrachet shall consist of at least a minimum of 2,400 square feet of living area. The first floor on a two story residence must contain a least 1,880 square feet of living area. The second floor of any residence must contain at least 25% of the square footage of the first floor square footage.

All roof system must have a minimum roof pitch of 9 on 12 and must be shingled with a minimum of a 35 year architect shingle. Any other pitch and/or shingle must be approved by the Architectural review committee before installation.

All plate heights shall be a minimum of 9’ - 0” whether on the main house or any approved detached buildings.

All doors, windows, shutters and/or permanent or non permanent fixtures that front any road in the subdivision shall be made of either wood or vinyl clad, presenting a wood or a simulated wood look unless otherwise approved by the Architectural Review Committee.

## **EXTERIOR WALL MATERIALS**

All exterior walls shall be constructed of a combination of old brick (If a new manufactured brick is used it must first be approved by the ARC) stucco and/or hardi-plank cementitious siding. No more than 30% of the exterior wall surface shall be finished in siding. Masonite type horizontal board siding, vinyl or aluminum sheet siding or board type sidings are not acceptable.

For corner lots or lots that slope to the front where the brick ledge might be visible from the street the brick ledge must be dropped so that the landscaping will virtually cover any exposed portion of the slab.

## **FIREPLACE CHIMNEYS AND OTHER ROOF PENETRATIONS**

Fireplace flues that front or can be seen from a street must be enclosed with brick, stucco. Wood or metal side enclosures are acceptable if they are not visible from the street from any angle. All manufactured chimneys must have a chimney cap, (not simply a spark arrestor) made of copper. Unless there is some compelling reason to be constructed otherwise, the open sides of all chimney caps shall face the side property lines.

No roof vents or jacks will be allowed on the front pitch of any roof. For all corner lots there shall not be visible from the front view of any street any roof vents jacks or roof penetrations. Any skylights visible from a road front should be discouraged.

## **MISCELLANEOUS**

Plain concrete front porches, steps and stoops are not permitted. Acceptable porch, sidewalks steps and/or stoop materials include brick, stone, slate, and exposed aggregate.

## **CAR STORAGE**

Attention should be given to Article 4.6 of the Restrictions regarding car storage facilities.

## **FENCING, GATING AND WALLS**

All gating, fencing and/or walls shall be constructed of iron, stucco, brick or cedar wood. All gating, fencing walls fronting the street shall have a maximum height of eight (8) feet.

Chain link fences are not permitted. If metal posts are used for wood fence, the posts shall not be visible from any, neighboring property or from any street.

Unless previously approved in writing by the ARC, no fence or wall should extend closer to the street than the front (or side if a corner lot) of the house.

## **LANDSCAPING**

A minimum amount of landscaping shall be installed, including grass sod or an approved hydro-mulching system of at least the front yard (and side yard facing the street if a corner lot) and beds and/or planting material along any side of the house facing a street. See Article 3.9 of the Restrictions for more details and regarding fines and lien rights if this landscaping is not installed.

All correspondence, reviews and amendment requests shall be submitted to the following address along with the appropriate fees and deposits before any reviews will take place.

### **Montrachet Architectural Review Committee**

14744 Tiger Bend Road  
Baton Rouge, Louisiana 70817  
Phone: 225-756-0646  
Fax: 225-756-0647

**ACT OF RESTRICTIONS FOR MONTRACHET ESTATES**

**1. DEFINITIONS**

- 1.1** “**Property**” or “**Properties**” shall mean and refer to that certain real property described as Montrachet Estates together with such additional real property as may, by subsequent amendment, be added to, and subjected to, this Act of Restrictions.
- 1.2** “**Lot**” shall mean and refer to any plot of land shown upon any recorded subdivision map of the property, with the exception of any common area and/or streets, dedicated to the public, for public use.
- 1.3** “**Common Area**” shall mean any and all real property owned by the Developer and subsequently conveyed to the Association for the common use and enjoyment of the owners.
- 1.4** “**Developer**” shall mean and refer to Montrachet Development, L.L.C. and/or its successors and assigns.
- 1.5** “**Owner**” shall mean and refer to the record owner, whether one (1) or more persons or entities, including the Developer, of fee simple title to any lot. Any person or entity having an interest in any lot merely as security for the performance of an obligation, shall not be an owner until such time as the interest holder acquires title by foreclosure, or any proceeding or act in lieu of foreclosure.
- 1.6** “**Montrachet**” or “**Subdivision**” shall mean the entire Montrachet Estates subdivision, including all filings, constructed or planned.
- 1.7** “**Restrictions**” shall mean the entire body of this document entitled “Act of Restrictions for Montrachet Estates”.
- 1.8** “**Association**” shall mean the Montrachet Homeowners Association.
- 1.9** “**Committee**” shall mean the Architectural Control Committee for Montrachet (also herein referred to as the “Architectural Control Committee”).

**2. PURPOSE**

2.1 Purpose: The purpose hereof is the creation of a high quality residential community having a uniform plan of development and preservation of property values and amenities in the community. The property is hereby subject to the obligations, covenants, restrictions, reservations, servitude, liens, and charges herein set forth, including, without limitation, the assessment and penalty provisions to protect the owners of lots from: Improper use of surrounding lots as would depreciate the value of their property; To preserve, so far as practical, the natural beauty of the property; To prohibit the erection 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 proper location and erection of attractive homes on lots; To prevent haphazard and inharmonious improvements on lots; To secure and maintain building setback lines; and, In general, to provide adequately for quality improvements of the property and thereby enhance the values of investments made by the Developer and purchasers of lots.

**2.2 Nature and Extent.** All obligations, covenants, restrictions, servitude, and conditions of these Restrictions are intended as, and are declared to be, reciprocal, pre-dial (landed) servitude, and real obligations established as a charge on each lot and incidental to ownership thereof for the benefit of each owner. The obligation to honor and abide by each obligation, covenant, restriction, servitude, and condition to pay any assessments shall be also the personal obligation of each owner of a lot in favor of the owners of the other lots. The property, and all portions thereof, shall be conveyed, transferred, and sold by any owner subject to the conditions, covenants, restrictions, reservations, servitude, liens, and charges hereinafter set out, all of which are imposed upon the property, and all of which shall run with the land. It is the intent and purpose of these Restrictions to set forth a general plan governing building standards, specified uses and improvements, and certain of the provisions herein contained, are intended to prohibit and inhibit the free use and development of the property. Some provisions herein are couched in general terms, including, without stations, those dealing with approval by the Architectural Control Committee of proposed plans for improvements to particular lots. The criteria for approval by the Architectural Control Committee is intended to be subjective, not objective, and all criteria for approval or disapproval for proposed building plans cannot be determined in advance of presentment. Accordingly, each owner of a lot, by recordation of an act transferring title of a lot to said owner, whether or not it shall be so expressed in said act, does recognize and agree that these Restrictions are intended to, and do, restrict, inhibit, and prohibit, free use of the development of the property and the lots. Each owner shall be deemed to have agreed to be bound by these Restrictions including, without stations, those which may be deemed or determined to be vague or indefinite.

### **3. *ARCHITECTURAL CONTROL COMMITTEE***

**3.1 Formation and Purpose.** To carry out the general plan of development and improvement of the property, to implement the plan of subdivision for the property, and to maintain a high standard of construction and appearance for the benefit of the owners of lots, the Developer does hereby establish and designate the Architectural Review Committee of Montrachet (the "Committee") to perform the duties set forth below.

**3.2 Committee Membership.** The Committee shall eventually consist of three (3) members, who shall be elected annually, when and how decided by the owners of an affirmative vote of a majority of all owners. However, until 100% of the lots in all existing and/or planned filings in Montrachet have been built, completed, and transferred to owners who will occupy the homes as their principal residence (unless the Initial Committee previously resigns without designation of a designee or successor), the Committee shall consist of two (2) members or representatives of the Developer (the "Initial Committee"), or their designees or successors. The Developer may voluntarily relinquish control of the committee to the Montrachet Homeowners Association (after it is formed), at any time it may choose.

**3.3 Submission of Plans.** Prior to commencement of any work on a lot, including any grading or clearing thereof (other than weed or trash removal), the owner of a lot shall submit to the Architectural Control Committee two (2) full sets of plans and specifications for the construction, remodeling of any residence, garage, building, shed, storeroom, parking pad, fence or wall, swimming pool, greenhouse, playhouse, antenna, satellite dishes, and other significant improvement. **No work may commence on any lot until the approval of such plans has been given by the Architectural Control Committee.** No building on any lot may proceed, except in accordance with submitted plans as approved. No building on any lot may become, or continue to be, occupied while there exists on such lot any construction, whether or not in accordance with these Restrictions, or in accordance with plans approved by the Architectural Control Committee as set forth in these Restrictions. Such plans shall be considered as submitted for approval only when they have been delivered to the Chairman of the Architectural Control Committee, or to all other Architectural Control Committee members. The following must be submitted:

1. Detailed elevations of all four sides of all buildings to be constructed on the lot including exterior materials, window specifications, door specifications and colors of any exterior item.
2. Interior floor plans of all buildings to be constructed.
3. Electrical and Mechanical plans.
4. Exterior roofing plan showing pitch and all roof penetrations, including make and manufacturer of all roofing materials. In addition, roof plan must include the type and color of shingle being installed.
5. A plot plan showing the location of all improvements proposed to be constructed on the lot including fencing, sidewalks, drive way, exterior porches, gating and exterior buildings other than the primary residence.
6. Landscaping plan showing all landscaping to be installed on the lot. Landscape plan must include the number, type and size of plants/trees being installed and irrigation system (if applicable). The landscape plan must be submitted (see Article 3.9 of the Restrictions)
7. Site plan showing all dirt work, drainage, grading and tree removal.
8. A \$250.00 review fee and a one time construction deposit of Twenty Five Hundred (\$2,500.00) Dollars (see Article 3.10 of the Restrictions).

**3.4 Review of Plans.** The Architectural Control Committee may issue its written approval or disapproval of such plans or proposals submitted anytime within thirty (30) days after submission. Failure of the Architectural Control Committee to act upon properly submitted plans or proposals within thirty (30) days of submission shall constitute approval thereof. If construction is not commenced within three (3) months after the approval of the plans or proposals, then approval is void and plans must be re-submitted including all fees and deposits.

**3.5 Standards for Review.** The Architectural Control Committee shall have the right to approve or disapprove any plans and specifications submitted in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient. The Architectural Review Committee may issue, from time to time, a manual containing guidelines for use by builders and homeowners, in the selection of concepts, design techniques, and/or materials and finishes for construction within the subdivision. These guidelines shall be utilized by the Architectural Control Committee in its review of plans and specifications. However, notwithstanding anything contained herein, or in any such manual of

guidelines, the Architectural Control Committee may, in its discretion, approve or disapprove any proposed matter for any reason set forth in these covenants.

- 3.6 Finality of Decision.** The decisions of the Architectural Control Committee shall be in their sole discretion and shall be final, binding, and non-appealable.
- 3.7 Variances.** The Architectural Control Committee, at its discretion, has the right to approve any waivers or deviations from these Restrictions that it deems appropriate, including a reduction of the required square footage, not to exceed ten (10%) percent. Further, written approval of the Architectural Control Committee shall be obtained by a lot owner for any waiver of the City/Parish Zoning Ordinance the lot owner seeks to obtain. Any waiver granted by the City/Parish without the prior written approval of the Architectural Control Committee, must nevertheless receive approval. The Architectural Control Committee shall have the right to enforce its rights contained herein by a suit for injunctive relief, or by bringing other legal restrictions against a lot owner, to enforce these Restrictions.
- 3.8 Indemnification.** Each member of the Architectural Control Committee shall be indemnified by the owners of lots against all liabilities and expenses, including attorney fees reasonably incurred or imposed, in connection with any proceeding to which they may be a party, or may become involved by reason of being, or having been, a member of the Architectural Control Committee at the time such expenses are incurred, unless the member of the Architectural Control Committee is adjudged guilty of malfeasance or misfeasance in the performance of his duties. The above described right of indemnification shall not be exclusive of all other rights to which such member of the Architectural Control Committee may be entitled, but shall be in addition to such other rights.
- 3.9 Landscaping.** Within thirty (30) days after the date of occupancy of any home on a lot (the "landscape completion date") the lot owner shall complete a certain amount of landscaping to the lot, to include:
- A.** Grass sod of at least the front yard (and side yard facing the street if a corner lot), and;
  - B.** Flower beds along any side of the house facing a street. Any lot owner who does not complete said landscaping prior to the landscape completion date shall pay a fine of One Thousand Dollars and No/100 (\$1000.00) to the Developer (or the Association, if formed) for each thirty (30) day period that the landscaping is delayed beyond the Landscape Completion Date. The Developer (or Association, if formed) shall have lien rights to enforce payment of such fine. Upon completion of the landscaping in accordance with the Landscape Plans that were submitted, Developer will return the deposit (see Paragraph 3.3.6 above) in full to the Owner within thirty (30) days after review and approval. In the event Developer has to complete the landscaping in accordance with the submitted drawings, Developer will pay for the deficient landscaping with the Owners deposit and return the balance, if any, 30 days after the completion of the corrected installation.
- 3.10 Construction Deposit.** Prior to commencement of construction on any lot, the lot owner shall make (or the lot owner shall cause his builder to make) a construction deposit in the amount of Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars payable to Montrachet Development, L.L.C. After formation of the Montrachet Homeowners Association, payment of the construction deposit shall be payable to the Association. The purpose of the construction deposit is to ensure a clean job site, compliance with these Restrictions, overall community appearance, and that the structure to be constructed is built according to the approved plans. A written notice will be issued by the

Architectural Control Committee to the lot owner regarding any violations or damage caused by the construction. Examples of damage are the breaking of sidewalk in the subdivision, “rutting” of any right of way, servitude, or other lot in the subdivision caused by construction related vehicles, the spilling of concrete on any street or other area of the subdivision, and any trash or debris dispensed in the subdivision.

- 3.11 Violation.** If the violation or damage has not been corrected within ten (10) days after the date of the notice, the violation or damage may be corrected by the Architectural Control Committee and the cost of the same shall be charged to the lot owner. Said amount will be deducted from the construction deposit until said deposit is exhausted, at which time the lot owner will be billed for any additional expense. The Developer (or Association, if formed) shall have lien rights to enforce payment of any amount billed but not collected, within thirty (30) days after the date of such bill. If no violations or damage occur, the construction deposit will be refunded to the original submitter of the deposit in full after satisfactory completion of construction of improvements on the lot in accordance with the approved plans and completion of landscaping as set forth in these Restrictions. To the extent any of the construction deposit was spent for correction of any violation or damage, any balance will be refunded to the lot owner after the satisfactory completion of the improvements and landscaping.
- 3.12 Foundations.** Foundations shall be designed by the builder’s designer or architect of each home. The Architectural Control Committee’s approval of construction plans for a home is appearance only and *not* structural design or engineering, for which the Committee takes no responsibility.

#### **4. RESTRICTIONS**

- 4.1 Residential Use.** All lots are for residential purposes only and no part of the property shall be used for any commercial purpose, except as expressly permitted by these Restrictions. Apartment houses and lodging houses are prohibited. Not more than one (1) single family residence, with accessory buildings, shall be built or constructed on each lot. No school, church, assembly hall, or group home of any kind (including, without limitation, any “community home” as defined in La. RS 8:477) shall be built, or permitted to be built, on any lot. Nor shall any lot, or existing structure, be permitted to be used as such. No more than one (1) single family residence may be constructed on any lot. The owner of any two (2) or more adjoining lots which front on the same street may erect a single residence on said lots. In which case, the two (2) lots shall be considered as one (1) lot for the purposes of these Restrictions, except for voting purposes.
- 4.2 Re-subdivision of Lots.** No re-subdivision of one (1) or more lots shall be allowed without the prior written consent of the Architectural Review Committee, the Architectural Review Committee has approved of such decision by majority vote.
- 4.3 Approval of Plans by Architectural Review Committee.** Prior to commencement of any work on a lot, including any grading or clearing thereof (other than weed or trash removal), the owner thereof shall have received approval of all plans in accordance with Section 3 of these restrictions.
- 4.4 Minimum Size of Residence.** The minimum size of a residence is to be computed on the basis of the square footage area that is mechanically heated and cooled (the “living area”). These living area square footages exclude garages, carports, breezeways, open porches, terraces, patios, overhanging eaves, and storeroom areas that are not mechanically heated and cooled. The minimum size requirements for all lots in Montrachet are as follows:

- A. For single story homes, the minimum living area shall be Twenty Four Hundred (2,400) square feet.
- B. For all multi-story homes, the minimum living area shall be Twenty Four Hundred (2,400) square feet. All multi-story homes shall have at least Eighteen Hundred (1,800) square feet of living area on the ground floor.

- 4.5 Building Setback Lines for A-1 Zoned Property.** For all lots on the portion of the property zoned A-1, no residence, car storage structure, or outbuilding shall be built nearer the sideline of a lot than the distance required by Parish ordinances, except as may have been waived in an application for a waiver or variance applied for by the Developer. Front and side street (for corner lots) building lines and rear yards shall be in accordance with the official subdivision plan and in accordance with any applicable ordinances and regulations of the Parish in which the property is located, except as may have been waived or variance after application for same by the Developer.
- 4.6 Car Storage.** All residences shall have a garage or carport that will accommodate not less than two (2) nor more than four (4) cars. Garages or carports shall load from the side and the primary opening of such shall not face any street bordering the lot, except for corner lots which may face (open to) the street on the long side of the lot and which must have an enclosed garage (not an open carport) with a closing garage door. The Architectural Control Committee may grant exceptions to the above requirement and allow front loading garages (with closing garage doors), which exception may be granted in the sole discretion of the Architectural Control Committee and only in writing. If the car storage area is located on the front one-half (1/2) of a lot, it must be fully enclosed on any side visible from the street and it must have a closing power door. No vehicles or trailers owned or used by residents of the subdivision may be parked on a regular basis on any street or street right-of-way in the subdivision. Any parking pad in the front of a residence shall be required to be screened from the street with landscaping.
- 4.7 Configuration of Lot.** Any house built on any corner lot in the subdivision must face the street side with the least amount of linear footage along the lot. All other houses must face the street on which they border.
- 4.8 Driveways.** Driveways shall be constructed of concrete. Asphalt and granular materials such as gravel, crushed stone, or dirt are not permitted for use on driveways. Driveways shall only be on the side of the lot designated by the Architectural Control Committee.
- 4.9 Servitudes and Rights of Way.** Various servitudes and rights of way for installation and maintenance of utilities, drainage facilities and ditches, and for sidewalks are reserved as shown on recorded plats of the property. Within these servitudes, no structure, planting, or other material shall be placed or permitted to which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow or drainage of water through drainage channels in the servitudes (easements) or which may interfere with the passage along the sidewalks. The servitude area on each building site, and all improvements in it, shall be maintained continuously by the owner of the building site, except for those improvements for which a public authority or utility company is responsible.
- 4.10 Single Residence.** No trailer, basement, shack, garage, garage apartment, storage room, barn, or other out-buildings shall at any time be used as a residence, temporarily or permanently except that garage apartments may be occupied as a residence for domestic servants for, or family members of, the occupants of the main residential premises. No structure may be occupied as a residence until its exterior is completely finished.
- 4.11 Animals.** No animals, livestock, poultry, or birds of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other ordinary household pets may be kept provided that they are not kept bred or maintained for any commercial purposes, and further provided that they are kept, bred, or maintained otherwise in accordance with law.

- 4.12 Refuse.** No trash, ashes, or any other refuse may be thrown or dumped on any lot (vacant or occupied). No building materials may be stored on any lot except during the construction period of a residence thereon. No building material or trash may be stored or deposited on any lot, other than the one under construction, except with the permission of such other lot owner.
- 4.13 Lot Maintenance.** Until the lot is substantially cleared, the lot owner shall clean and mow an area from the street curb to twenty (20) feet behind the street curb on the lot. After a lot is substantially cleared, the lot owner thereof shall keep the grass, weeds, and vegetation on said lot mowed at regular intervals so as to maintain the same in a neat and attractive manner. If the lot is not mowed and kept clean by the lot owner, then said lot may be mowed at least monthly by the Developer (or its designee, or the Association if formed) and the owner of such lot shall be billed \$60.00 per mowing. The Developer (or Association when formed) shall have lien rights to enforce payment of any charges for mowing.
- 4.14 Sewerage.** No person shall provide or install a method of sewerage treatment other than connection to a sanitary system until the design for that method of treatment and disposal has been approved by the Architectural Control Committee and the appropriate health units of governmental bodies having jurisdiction over such matters.
- 4.15 Commercial, Noxious, or Offensive Activities.** No commercial, business, trade, noxious, or offensive activities shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the subdivision. This restriction, however, shall not prohibit a builder from erecting a temporary warehouse and/or office on any lot during the construction of a house on the same lot. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the residence immediately. An exception to this paragraph is that the Developer (or its designee) may have a construction and/or sales office in the subdivision.
- 4.16 Signs.** No signs of any kind or description, other than real estate "For Sale" signs and signs designating those involved in the construction of any residential home in the subdivision (each not exceeding five (5) square feet in size), shall be displayed on any lot. The Developer is excepted from this restriction.
- 4.17 Fences.** No fence or wall shall be constructed nearer to the street than the side of the house which faces the street. No fence or wall shall exceed eight (8) feet in height. Chain fences are prohibited. If wood fences are erected using metal posts, such metal posts shall not be visible from any neighboring property or from any street. Wooden fences shall be made of cedar, cypress, or redwood, or other natural material of similar appearance, if approved by the Architectural Control Committee prior to commencement of construction.
- 4.18 Satellite Dishes.** No television satellite dish may be installed on any lot except with the prior written approval of the Architectural Control Committee.
- 4.19 Mailboxes.** The Developer will designate a type of mailbox, including mounting post (the "subdivision mailbox"), as to design, construction material, and color to be used for all lots in the subdivision. When a house is built on any lot, the owner thereof shall only use a subdivision mailbox, the purchase and maintenance of which shall be the sole responsibility, and at the sole cost, of each respective owner.

- 4.20 Parking, Trailers, and Recreational Vehicles.** No house trailers, recreational vehicles, campers, trailers, school buses, boats, motor homes, commercial vehicles, or trucks larger than a “pick-up” truck shall be kept, stored, parked, repaired, or maintained on any lot, street, servitude, or right-of-way, in such a manner as to be visible from any street on which the lot fronts.
- 4.21 Antennas, Outside Lighting, and Outside Sound.** No outside above-ground lines, outside television antennas, radio antennas, or hanging devices shall be allowed without the prior written consent of the Architectural Control Committee. Antennas will under no circumstances be allowed to be placed in front of the farthest front or side extension of the residence or garage on any lot construction. Location and maintenance of outside lighting, outside music, or sound producing devices and their outside mechanical devices shall be subject to the prior written approval of the Architectural Control Committee.
- 4.22 Fireplace Flues and Chimney Caps.** Uncovered galvanized metal fireplace flues and chimneys are not permitted. Any metal chimney flue must be screened from view with brick or stucco. The top of the chimney must be covered by a chimney cap made of stucco, brick or copper. An exposed spark arrestor on a manufactured fireplace flue is not acceptable.
- 4.23 Gardening.** No lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes and a non-commercial garden for use by a single household may be located on a lot provided that it is not visible from any street. Garden compost may be kept in quantities required by one (1) household only, provided it is not visible from any street and is kept free from obnoxious odors and insects.
- 4.24 Drainage.** The owner of a lot is responsible for providing “positive” storm water drainage in the direction indicated in the drainage plan for Montrachet Estates on file at the Department of Public Works of East Baton Rouge Parish. Drainage may be surface and/or subsurface. A lot owner shall not impede or modify the natural drainage flow of any lot in any manner that will adversely affect other lot owners. The Architectural Control Committee, or any other lot owner, shall have the right to bring legal action to enforce this restriction.
- 4.25 Completion of Improvements.** The exterior construction (any exterior material shown on the Plans and Specifications submitted to Developer prior to construction) of any building started on a lot must be completed within six (6) months following the pouring of the foundation for that building. If such improvements are not completed within the time period specified in this section, the lot owner shall remove the foundation from the lot and restore the lot to a clean and attractive appearance.

## **5. *HOMEOWNERS ASSOCIATION***

- 5.1 Organization.** The Montrachet Homeowners Association (the “Association”) may only be formed by the Developer and shall be formed by the Developer when one hundred (100%) percent of all lots, either developed or proposed by the Developer to be added to the property, are sold to owners other than Developer. The Developer may form the Association at an earlier date if it so wishes. Only the Developer may form the Association and there shall be only one (1) Association that shall have jurisdiction over the property and all additions thereto.

**5.2 Membership and Voting.** Every owner of a lot shall be a member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any lot. All owners, including Developer, shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for any lot owned by multiple parties shall be exercised as the members of the owner thereof among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) lot.

**5.3 Responsibilities.** It will be the responsibility of the Association to:

- A. Elect officers to conduct the affairs of the Association.
- B. Enforce all covenants and restrictions herein contained.
- C. Serve and represent the owners in any public matter or public hearing affecting the subdivision.
- D. Maintain any landscaping, walls, and other structures at the subdivision entrance, the subdivision sidewalks, and any other areas or items so approved by the Association.
- E. Maintain the grounds, pools, walk-ways, equipment and other common grounds of and insure with liability insurance any area, equipment, common ground in the Subdivision that may be conveyed to the Association by the developer.
- F. Maintain (and replace the equipment and facilities of, when needed) supervise, insure with liability insurance, make rules for and monitor the use of the swimming pool, playfields, and other facilities on Common areas of Montrachet Estates which lot and/or lots shall be conveyed to and owned by Association.
- G. Act in any other capacity or matter in which the owners of the majority of the lots vote.

**5.4 Swimming Pool and Common Areas.** The Developer shall convey to Montrachet Estates Homeowners Association, certain Common Areas (for use of a neighborhood park and drainage areas for the Subdivision). Prior to Conveyance of these Common Areas, the Developer shall construct thereon a swimming pool, clubhouse, recreation facilities and other improvements. It shall be the responsibility of the Association to maintain, insure with at least \$1,000,000 of liability insurance, make rules for the use of and supervise the use of the swimming pool, clubhouse, recreation facilities, and other Common Areas the Association will own. By purchase of a Lot in the Subdivision, each such Owner is deemed to have released and held harmless the Developer of any liability for the construction, condition, maintenance, and use of the pool, clubhouse, recreation facilities, and other improvements on the Common Areas, including any personal injury or death of persons that use, maintain or are otherwise on or in the Common Areas and the facilities thereof.

## **6. ASSESSMENTS**

**6.1 Creation of the Lien and Personal Obligation for Assessments and Dues.** The Developer, for each lot owned within the property, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so in such deed, is denied to agree, to pay the periodic and special assessments, dues, or charges (including the possible liens that may be imposed by the terms of Section 3.9 and Section 4.13 of these Restrictions), as may be established and collected as provided in these Restrictions. The periodic and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment becomes due.

- 6.2 Purpose of Assessments and Dues.** The assessments and dues levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents for security of the subdivision, for the maintenance of the subdivision entrance, signs, and other improvements slated for maintenance by the Association, and any other areas or items so approved by the Association.
- 6.3 Establishment of Assessments and Dues.** The assessments and/or dues shall be established by an affirmative vote of a majority of votes of the owners of lots attending a meeting duly called for such purpose.
- 6.4 Notice Regarding Assessments.** Written notice of any meeting called for the purpose of taking any action, including establishing or changing assessments or dues, shall be sent to all owners not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. Said notice may be sent only by the Developer or any officer of the Association (if formed). The presence of members or of proxies entitled to cast fifty (50%) percent of all the votes shall constitute a quorum. In the event a quorum is not present at a duly called meeting, the meeting shall be adjourned. Therefore, written notice of second meeting shall be given as set forth above in this paragraph and a quorum shall not be required at such second meeting.
- 6.5 Default.** Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may sue the owner to pay the same or record and/or foreclose the lien against the lot owned by the defaulting owner. In such a case, such owner shall be responsible for twenty (20%) percent attorney fees, all costs of court, and costs of recording and cancellation of liens and charges. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of his lot.
- 6.6 Subordination.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on the property or any lot. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due.

## **7. GENERAL PROVISION**

- 7.1 Strict Interpretation of Restrictions.** These Restrictions, including all obligations, covenants, restrictions, servitudes, and renditions, shall, to the maximum extent permissible by law, be strictly enforced, construed, and interpreted. No provision of these restrictions shall be ignored. The letter of these restrictions shall be enforceable even when violations hereof are technical and apparently minor in nature.
- 7.2 Knowing Violation of Restrictions.** In the event of a knowing or intentional violation of these Restrictions, or in the event of a continuing violation of these Restrictions after receipt by the violator or owner of the lot on which the violation occurs of written notice of a violation, the party bringing a successful action to enforce these Restrictions by injunction, declaratory judgment, or otherwise shall be entitled to recover from the violator, or owner of the lot, reasonable attorney fees to be fixed and awarded by the court.
- 7.3 Duration.** These 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. After expiration of the initial twenty-five (25) year term, these Restrictions shall be automatically extended for successive periods of ten (10) years each.

- 7.4 Amendment.** Prior to the formation of the Montrachet Homeowners Association, these Restrictions may be amended at any time and for any purpose solely by the Developer without any requirement of a vote or consent in any way from the owners of lots. After the formation of the Montrachet Homeowners Association, and prior to the expiration of the initial twenty-five (25) years of the term of these Restrictions, any amendment to these Restrictions shall only be effective by the written act executed by the then owners of seventy-five (75%) percent of all lots subject to these Restrictions. After expiration of the twenty-five (25) year term of these Restrictions, these Restrictions may be amended by the written act executed by the majority of the owners of lots. Notwithstanding anything herein above to the contrary, however, so long as the Developer is an owner of a lot or lots in the subdivision, there shall be no amendment to these Restrictions without the written consent of the Developer on the amendment document.
- 7.5 Notices.** Any notice required to be sent to any owner under the provisions of these Restrictions, shall be deemed to have been properly given and completed when mailed, postpaid, to the known address of the person who appears as the owner on the public records at the time of mailing.
- 7.6 Enforcement.** If any owner, his agents, employees, heirs, successors, or assigns, or anyone acting on his behalf shall violate, or attempt to violate, any of the provisions thereof, it shall be lawful for any owner, the Association, or the Developer to prosecute any proceeding, at law or in equity, against such an owner violating, or attempting to violate, any such obligations, covenants, restrictions, servitude, and conditions, and to prevent him or them from so doing by a mandatory or prohibitory injunction without the necessity of providing bond, each owner being deemed, by purchase of any lot, to have waived and relinquished any right to require the posting of bond. However, the availability of injunctive relief shall not preclude (or be precluded by) any other available remedy for any violation, or threatened violation, including, without limitation, the recovery of damages. Failure of any person or entity to enforce any provision of these Restrictions shall, in no event, be deemed to be a waiver of the right to do so thereafter against such violating owner or any other owner which may participate in a similar violation at a future date.
- 7.7 Severability.** Invalidation of any one (1) of these reservations, restrictions, covenants, or conditions by judgment or court order shall in no way affect any other provision of these Restrictions, all of which shall remain in full force and effect.
- 7.8 Written Notification.** All notices for the Montrachet Architectural Review Committee and the Montrachet Homeowners Association shall be sent to;

Montrachet Development, L.L.C.  
14744 Tiger Bend Road  
Baton Rouge, Louisiana 70817  
Phone: 225-756-0646  
Fax: 225-756-0647.

**Montrachet Development, L.L.C.**  
14744 Tiger Bend Road  
Baton Rouge, Louisiana 70817

**MONTRACHET RESTRICTIONS  
AND BUILDING GUIDELINES  
RECEIPT**

I \_\_\_\_\_ on this day \_\_\_\_/\_\_\_\_ 2007 by my signature attached below acknowledge that I have received a copy of the Montrachet Building Guidelines and a set of the Montrachet Restrictions from the developer or his agent.

\_\_\_\_\_  
Owner/Purchaser

\_\_\_\_\_  
Owner/Purchaser