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ACADIA PLANTATION

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**FOR**

**ACADIA PLANTATION**

**PREPARED BY:**

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**Revised 3/01/06**

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WITHOUT LIMITING ANYTHING CONTAINED HEREIN, ALL OWNERS AND OCCUPANTS OF LOTS ARE GIVEN NOTICE THAT USE OF THEIR LOTS AS DEFINED HEREIN IS LIMITED BY THE USE RESTRICTIONS AND RULES AS THEY MAY BE CHANGED IN ACCORDANCE WITH THIS DECLARATION. EACH OWNER, BY ACCEPTANCE OF A DEED/ACT OF SALE OR OTHER TRANSFER ACKNOWLEDGES AND AGREES THAT THE USE AND ENJOYMENT AND MARKETABILITY OF HIS OR HER PROPERTY CAN BE AFFECTED BY THE PROVISIONS OF THIS DECLARATION AND THAT THE USE RESTRICTIONS AND RULES MAY CHANGE FROM TIME TO TIME.

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

### FOR

### ACADIA PLANTATION

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration") is made this 24<sup>th</sup> day of February, 2006, by Acadia Agricultural Holdings, L.L.C., a Louisiana Limited Liability Company (TIN: 20-0208931) (sometimes referred to herein as the "Declarant"), whose mailing address is declared to be 918 East First Street; Thibodaux, LA 70301.

### PART ONE: INTRODUCTION TO THE COMMUNITY

*The purpose of this Declaration is to provide a system of government which is compatible with the operation and purposes of a traditional neighborhood development, including a flexible system of standards and procedures for the development, administration, maintenance and preservation of Acadia Plantation as a traditional neighborhood development.*

### ARTICLE 1

### PRINCIPLES OF ACADIA PLANTATION

**Section 1.1 Fundamentals of New Urbanism.** The method in which local ordinances are actualized affects every aspect of our daily lives and, therefore, our human behavior. Acadia Plantation believes that its environment not only affects the visual aspects of our lives, but allows the patterns and types of choices we make as a result. This direct interdependence to the access of our daily, individual "life essentials" is worthy of monumental consideration. The complexity of healthy town planning requires a thorough and diverse approach to properly address the process of problem identification and appropriate solution orientation.

**Section 1.2 Design Principles.** The best examples of developments that offer a sense of security, human relevance and comfort to the resident are found in older towns, more specifically, small Southern towns. The way these small towns developed more than one hundred years ago were a matter of what made sense, what best accommodated the daily life of the individual. These towns were not concerned with the demands of the automobile but with the simple needs of the person. Public gathering places, front porches and tree-lined sidewalks emerged not from zoning ordinances but as obvious needs to be fulfilled. There were no case studies or paradigms to guide our fore-fathers in the planning of their communities; they used

common sense. They sought to find direct solutions to address the daily life functions of the people as well as to find relief from the conditions of the region. They then constructed these structures in such a fashion to remain timelessly pleasing to the eye.

### **Section 1.3 Master Plan.**

a. **General.** The Master Plan of Acadia Plantation seeks to define the community by means of strategies, drawings, and covenants. The Master Plan is the framework from which all growth shall be defined and nurtured. The purpose for such documents is to ensure that the original intent of the community is maintained throughout its construction, thereby stabilizing the historical integrity and functional continuity of the town.

b. **Drawings.** The drawings will illustrate the standardized governing architectural styles and scale for the different types of structures. Generous variations will be allowed but only upon review by an architectural Design Review Board. The intent is not to create "cookie cutter" housing by any means, but rather to reflect a regional and historical benchmark. Street Sections and utility requirements will also be addressed in the drawings and in the covenants. Street Sections refer to the spatial relationships of the Buildings to the sidewalk, the trees to the Streets and Common Roads, and ultimately to the pedestrian. Waivers and variances on the typical local Setbacks are adopted to further enhance the character of the community.

c. **Public Places.** Plazas, public Buildings and Parks will be an integral part of the Master Plan. Some plazas will serve as additional parking while other Squares will remain strictly pedestrian. The public Buildings and gathering halls will service social, cultural and religious activities or can be reserved by individuals for private use by the residents. Parks and linear Green space will be woven within the development lending themselves to diversity and security.

### **Section 1.4 The Design Code.**

a. **General.** The Design Code, as a guideline, is intended to outline the requirements for a new traditional neighborhood development, or TND. The applicable planning office will need to coordinate the required variances with its current zoning/planning criteria and with the Design Code and review them with the Town Planner. To the extent the Design Code does not specifically address components or requirements of the zoning and/or land use ordinances of the City of Thibodaux/Parish of Lafourche, the existing ordinances shall control. To the extent there is a conflict, these requirements contained in the Design Code shall control, it being understood that these requirements shall be deemed approved if no otherwise conflicting requirements are provided by existing ordinances.

#### **b. Goal.**

(1) The codes adopted for the neo-traditional community are specific to the indigenous character of this development ensuring continuity and harmony. Most municipalities have utility and setback regulations based on the old subdivision models of the 1940's and 1950's. These regulating standards will not support the neo-traditional model and must be revised.

(2) Some of the elements that are universally addressed in the master planning phase are the control of Building techniques, materials, on-street parking and utility line placement. Equally as important is the flow of traffic through a network of

interconnecting Street grids. The idea is to eliminate dead-end Roads and cul-de-sacs which limit access and breed confusion. The disbursement of housing types will be of prime consideration. Affordable housing will not be placed in tracts or segregated locations. Instead, alternative options such as garage apartments or Apartments over retail or office spaces will be allowed. This mixed use code structure will allow for flexibility as well as provide unique opportunities for single income housing.

#### **Section 1.5 Traditional Neighborhood Ordinance.**

a. **Intent.** It is the intent of the TND that the design and development of Acadia Plantation be encouraged to provide mixed residential, commercial, and planned development.

b. **Purpose.** The TND is designated to ensure the development of land along the lines of traditional neighborhoods. These provisions adopt the urban conventions which were normal in the United States from Colonial times until the 1940's.

c. **Conventions.** The TND shares the following conventions:

- (1) The neighborhood is physically understood and limited in scale.
- (2) Residences, shops, workplaces and civic Buildings are located in the Neighborhoods all in close proximity.
- (3) A hierarchy of Streets serve the needs of pedestrians and automobiles equitably.
- (4) Physically defined Squares and Parks provide places for formal social activity and recreation.
- (5) Private Buildings on a clear edge delineate the public space and the block interior.
- (6) Civic Buildings and Squares reinforce the elements of the Neighborhood becoming symbolic of community identity and providing places of purposeful assembly for social, cultural, and religious activities.

d. **Social Objectives.** TNDs promote social objectives by:

- (1) Bringing within walking distances most of the activities of daily living, including dwelling, shopping and working; the elderly and the young gain independence of movement.
- (2) Reducing the number and length of automotive trips, minimizing traffic congestion, and limiting Road construction. By organizing appropriate Building densities, public transit becomes a viable alternative to the automobile.
- (3) Providing defined public spaces such as Streets and Squares, so that citizens come to know each other and to watch over their collective security.
- (4) Providing a full range of housing types and work places, so that age and economic class are integrated and the bonds of an authentic community are formed.

(5) Providing suitable civic Buildings, so that democratic initiatives are encouraged and the balanced evolution of society is secured.

## ARTICLE 2 CREATION OF TRADITIONAL NEIGHBORHOOD DEVELOPMENT

**Section 2.1 Purpose and Intent.** Declarant owns certain immovable property located in Section 90, Township 15 S , Range 16 E , Lafourche Parish, Louisiana, which comprises a portion of the property acquired by Declarant pursuant to the instrument[s] recorded as Instrument Number 945993, official records of Lafourche Parish, Louisiana (hereinafter referred to as the "**Property**"). The Property is more fully shown and described on that map entitled "Final Plat Showing Resubdivision of a Portion of Acadia Plantation into Acadia Plantation Phase I of Village One Project D", Located in Section 90, Township 15 South – Range 16 East City of Thibodaux, Lafourche Parish, Louisiana", prepared by Acadia Land Surveying, L.L.C., dated 2/21/06 and attached hereto ("**Initial Plat**"). The Property is more fully described on Exhibit "A" attached hereto and by this reference made a part hereof. A copy of the Initial Plat is attached hereto as Exhibit "B" and by this reference made a part hereof. Declarant intends by the recording of this Declaration to create a general plan of development for the traditional neighborhood development ("**TND**") known as "**Acadia Plantation**". This Declaration provides a flexible and reasonable procedure for the future expansion of Acadia Plantation to include additional real property as the Declarant deems appropriate and provides for the overall development, administration, maintenance and preservation of the real property now and hereafter comprising Acadia Plantation. An integral part of the development plan is the creation of Acadia Plantation Residential Owners Association, Inc., an association to be comprised of all owners of residential real property within Acadia Plantation (the "**Residential Association**", or as otherwise defined herein), which shall operate and maintain various Common Area and community Improvements and administer and enforce this Declaration and the other Governing Documents referred to in this Declaration. Another integral part of the development plan is the creation of Acadia Plantation Commercial Owners Association, Inc., an association to be comprised of all owners of commercial real property within Acadia Plantation (the "**Commercial Association**", or as otherwise defined herein), which shall operate and maintain various Common Area and community Improvements and administer and enforce this Declaration and the other Governing Documents referred to in this Declaration. In addition, the Residential Association and the Commercial Association establish mechanisms by which to realize the goal of creating a community in which good citizenship and community service are encouraged from all residents. Further, it is Declarant's intent that land development within the TND be planned to encourage and provide mixed residential (both single and multi-family), retail and commercial uses and properties.

**This Declaration does not and is not intended to create a condominium within the meaning of the Louisiana Condominium Act, La. R.S. 9:1121.101 et. seq., as amended.**

### **Section 2.2 Binding Effect.**

a. All of the Property described on Exhibit "A", and any additional property which is made a part of Acadia Plantation in the future by the filing of one or more Supplemental Declarations in the official records of Lafourche Parish, shall be held, owned, leased, occupied, conveyed and used subject to all of the provisions of this Declaration, including without limitation all reservations, servitudes, restrictions, covenants, charges, liens, privileges and conditions contained herein (individually and collectively, the "**Reservations**"), which Reservations shall run with the Property and the title to such Property and which shall inure to the benefit of all

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Owners. This Declaration and the Reservations shall be binding upon all Persons having any right, title, or interest in any portion of the Property, including without limitation their respective heirs, successors, successors-in-titles, and assigns, as well as the occupants of any Lot and their lessees, guests and invitees.

b. This Declaration and the Reservations contained herein, shall be enforceable by Declarant, the Associations, any Owner, and their respective successors and assigns, and unless terminated as provided in Section 2.2(c), shall have perpetual duration. If Louisiana law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Declaration and the Reservations shall automatically be extended at the expiration of such period for successive periods of twenty (20) years each, unless terminated as provided below.

c. Unless otherwise required by Louisiana law, this Declaration may not be terminated except by an instrument signed by Owners of at least ninety (90%) percent of the total number of Lots within the Property and by Declarant, if Declarant owns any portion of the Property, with such additional approval as may be required pursuant to Section 23.10. Any such instrument shall set forth the intent to terminate this Declaration and shall be recorded in the official records of Lafourche Parish, Louisiana. Nothing in this Section shall be construed to permit the termination of any servitude created in this Declaration without the consent of the holder of such servitude.

**Section 2.3 Governing Documents.** This Declaration, each Supplemental Declaration, each of the Articles of Incorporation, each of the Bylaws, the Design Code, the Use Restrictions and Rules, and the Rules and Regulations of the Associations, and the other documents referenced in this Declaration (individually and collectively, the "**Governing Documents**") create a general plan of development for Acadia Plantation which may be supplemented by additional covenants, restrictions, and servitudes applicable to particular areas within Acadia Plantation. In the event of a conflict between or among the Governing Documents and any such additional covenants or servitudes, or the provisions of any other articles of incorporation, bylaws, rules or policies governing any area within Acadia Plantation, the Governing Documents shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Property from containing more restrictive provisions than this Declaration.

**Section 2.4 Additional Covenants.** The Associations shall comply with and shall be entitled to enforce the provisions of such additional covenants as if set forth in this Declaration. In the event Declarant delegates its rights to enforce any deed restrictions or other additional covenants to the Associations, the Associations shall enforce such additional covenants as if set forth in this Declaration, and to the extent that such additional covenants are more comprehensive or restrictive than the covenants and restrictions contained in the Governing Documents, such additional covenants and restrictions shall control. Notwithstanding the foregoing, the terms and provisions contained in the Acadia Plantation Design Code, prepared by Architects Southwest (hereinafter referred to as the "Design Code"), as discussed in Section 1.4 and elsewhere in this Declaration, shall, in any event, control over the terms and provisions contained in the Governing Documents and any additional covenants.

**Section 2.5 Withdrawal of Property.** At any time on or before the date when Declarant sells the final Lot in Acadia Plantation to an Owner, the Declarant shall have the absolute and unconditional right to withdraw property from Acadia Plantation without the consent of any other Owner or Person (other than the Owner of such property, if other than the Declarant), except as

otherwise expressly provided for herein. The withdrawal of all or any portion of the Property from Acadia Plantation shall be effected by the Declarant recording a written instrument setting forth the legal description of the property being withdrawn. Upon the withdrawal of any property from Acadia Plantation pursuant to this Section, such property shall no longer be subject to any of the Reservations set forth in this Declaration. If the property withdrawn is Common Area, the applicable Association shall consent to such withdrawal, as provided in its Bylaws, to effect such a withdrawal.

**Section 2.6 Disclaimer of Representations.** The Declarant makes no representations of warranties whatsoever that: (a) Acadia Plantation will be completed in accordance with the plans for Acadia Plantation as they exist on the date this Declaration is recorded; (b) any property subject to this Declaration will be committed to or developed for a particular use or for any use; (c) any property not now subject to this Declaration will be subjected to the provisions hereof; or (d) the use of any property subject to this Declaration will not be changed in the future. Nothing contained in this Declaration and nothing which may be represented to a purchaser by real estate brokers or salespersons representing the Declarant or any Builder shall be deemed to create any covenants or restrictions, implied or express, with respect to the use of any property subject to this Declaration.

**Section 2.7 Guardhouses; Restriction on Liability of the Association and the Declarant.** Guardhouses may be constructed within or adjacent to Acadia Plantation in order to limit access and to provide more privacy for the Owners; subject, however, to the provisions of applicable laws and to the rules and regulations of the City of Thibodaux/Parish of Lafourche, Louisiana regarding public streets, if any, and utilities. Each Owner and their families, guests and invitees, acknowledge that any such guardhouse may restrict or delay entry into, or access within, Acadia Plantation by police, fire department, ambulances and other emergency vehicles or personnel. Each Owner and their families, guests and invitees agree to assume the risk that any such guardhouse will restrict or delay entry into, or access within, Acadia Plantation by police, fire department, ambulances or other emergency vehicles or personnel. Neither the Declarant, the Associations nor any director, officer, agent or employee of the Declarant or the Associations shall be liable to any Owner or their families, guests or invitees for any claims or damages resulting, directly or indirectly, from the construction, existence, operation or maintenance of any such guardhouse. In addition, if any guardhouses are constructed within Acadia Plantation, the Declarant makes no representations or warranties that a guard service will be provided or, if guard service is provided, that it will be provided during any particular hours or be continued in the future.

### ARTICLE 3 DEFINITIONS

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth in Appendix A attached hereto and made a part hereof. Additional terms which apply only to one article are defined the first time they appear herein. Any capitalized terms not defined herein shall have the meanings given to those terms in the Design Code, such definitions being incorporated herein by this reference and made a part hereof.

### ARTICLE 4 PROPERTY SUBJECT TO THIS DECLARATION

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**Section 4.1 Initial Property.** The immovable property which shall be held, transferred, conveyed and occupied subject to this Declaration consists initially of that platted property described on the Initial Plat consisting of the Lots labeled and designated thereon as Lots 1 (one) through 5 (five), together with the Streets, Alleys, rights of passage, Parks, servitudes and easements reflected within the platted portions of the Initial Plat.

**Section 4.2 Annexation of Additional Property.**

a. **Declarant.** Declarant shall have the right, but not the obligation, for a period of thirty (30) years from this date, from time to time in its sole discretion, to declare that any additional portions of the Declarant's property, or any additional annexable property, is annexed to, and included and otherwise incorporated within, Acadia Plantation. With the approval of the applicable Board, Declarant shall also have the right, but not the obligation, for a period of thirty (30) years from this date, from time to time in its sole discretion (but subject to approval of such Board), to declare that property which is not part of the Declarant's property and is not additional annexable property, but which Declarant believes to have a reasonable relationship with Acadia Plantation, is annexed to, and included and otherwise incorporated within, Acadia Plantation. The Reservations contained in this Declaration shall not extend to any such subsequent phase except to the extent expressly declared by Declarant in a Supplemental Declaration. It shall be permissible for Declarant or its successors and assigns to declare in a juridical act that any subsequent phase is subject to all Reservations in this Declaration subject to any modifications thereof or additions or deletions thereto that are applicable only to the specific subsequent phase in question. It is further expressly declared that any Rules and Regulations of the Associations may differ in their application to each subsequent phase, and the requirements of the Design Code applicable to each subsequent phase may be different, and are expected to differ, from those requirements of the Design Code applicable to the Property. Declarant, for so long as Declarant may own any portion of the Property, may transfer or assign this right to annex property, provided that the transferee or assignee is the Declarant of at least a portion of the real property described in Exhibit "A" and such transfer is memorialized in a written, recorded instrument executed by Declarant.

b. **Members.** An Association may subject any real property to the provisions of this Declaration with the consent of the owner of such real property, the majority vote of the Class "A" Members, and the consent of the Class "B" Member so long as the Class "B" Member owns any portion of the Property or any real property which may become subject to this Declaration. After termination of the Class "B" membership, additional immovable property may also be annexed to, and included and otherwise incorporated within, Acadia Plantation by a majority vote of the Class "A" Members and the consent of the owner of such additional immovable property.

c. **Supplemental Declaration.** A Supplemental Declaration annexing to, and including and otherwise incorporating within, Acadia Plantation, additional immovable property shall become effective upon being recorded in the conveyance records of Lafourche Parish, Louisiana. Such Supplemental Declaration shall describe the property to be annexed and specifically subject it to the terms of this Declaration. No such Supplemental Declaration shall deny use of existing Common Area to those Owners who had such right prior to the recording of the Supplemental Declaration. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association filing such Supplemental Declaration, and by the owner of the annexed property, and by Declarant, if Declarant's consent is required.



**Section 4.3 Platted Lots.** No Lots may be subdivided or separated into smaller lots except by Declarant or with the specific consent of the Design Review Board. No portion of any Lot may be separately conveyed, except by Declarant or with the specific consent of the Design Review Board. This Section 4.3, however, shall not prohibit the recording of corrective deeds or similar corrective instruments. Declarant shall have the right to record a Supplemental Declaration to modify approved subdivision plats of Acadia Plantation for the purpose of making adjustments to Lot boundary lines with the consent only of those Owners whose Lot boundaries are to be changed by such Supplemental Declaration.

**Section 4.4 Additional Covenants and Servitudes.** Declarant may subject any portion of the property submitted to this Declaration to additional covenants and servitudes, including covenants obligating an Association to maintain and insure such property and authorizing such Association to recover its costs through Assessments. Such additional covenants and servitudes shall be set forth in a Supplemental Declaration filed either concurrently with or after the annexation of the subject property, if applicable, and shall require the written consent of the owner(s) of such property, if other than Declarant. Any such Supplemental Declaration may supplement or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property. Such additional covenants and servitudes shall be included within the term Reservations.

**Section 4.5 Amendment.** This Article shall not be amended without the prior written consent of Declarant so long as Declarant owns any portion of the Property.

## **ARTICLE 5 RIGHTS OF DECLARANT**

**Section 5.1 General.** The Development Rights contained in this Article 5 are hereby reserved to the Declarant to the maximum extent permitted by law, which may be exercised where applicable anywhere within Acadia Plantation.

**Section 5.2 Special Declarant Rights.** The Declarant reserves the following "Special Declarant Rights", to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within Acadia Plantation:

- a. Complete Improvements indicated on the survey and plans filed with this Declaration;
- b. Exercise any Development Right reserved in this Declaration;
- c. Maintain sales offices, management offices, signs advertising Acadia Plantation and models;
- d. Use easements throughout the Common Area for the purpose of making Improvements within Acadia Plantation; and
- e. Appoint or remove any officer of an Association or any Board member for so long as Declarant owns any portion of the Property.

**Section 5.3 Right to Transfer or Assign Declarant Rights .** Any or all of the special rights and obligations of Declarant set forth in this Declaration or the applicable Bylaws may be transferred in whole or in part to other Persons, provided that the transfer shall not reduce any

obligation nor enlarge a right beyond that of Declarant under this Declaration or such Bylaws. No such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the public records of Lafourche Parish, Louisiana. The foregoing shall not preclude Declarant from permitting other Persons to exercise, on a one (1) time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise.

**Section 5.4 Termination of Responsibility of Declarant.** In the event Declarant shall convey all of its right, title and interest in and to the Property to any successor person or entity, then and only in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such successor Persons or entity shall be obligated to perform all such duties and obligations of the Declarant.

**Section 5.5 Right to Use Common Area.** Declarant and its designees may maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be required, convenient, or incidental to the construction or sale of Lots, including, but not limited to, business offices, signs, model units, and sales offices. Declarant and its designees shall have servitudes for access to and use of such facilities. Declarant and its designees, during the course of construction on the Property adjacent to any Common Area, may use such Common Area for temporary storage and for facilitating construction on adjacent property. Upon cessation of such use, the user of such Common Area shall restore it to its condition prior to such use. If Declarant's use under this Section results in additional costs to an Association, Declarant shall not be obligated to pay any use fees, rent or similar charges for its use of Common Area pursuant to this Section.

Declarant and its employees, agents and designees shall also have a right and servitude over and upon all of the Common Area for the purpose of making, constructing and installing such Improvements to the Common Area as it deems appropriate in its sole discretion.

**Section 5.6 Right to Approve Additional Covenants .** No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instruments affecting any portion of the Property without Declarant's review and written consent so long as Declarant owns any portion of the Property. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by Declarant and recorded in the official records of Lafourche Parish, Louisiana.

**Section 5.7 Right to Approve Changes in Community Standards.** Notwithstanding any contrary provision of this Declaration, no amendment to or modification of any Use Restrictions and Rules or Design Documents shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns any Developable Land.

**Section 5.8 Exclusive Right to Use the Name of the Development .** No Person shall use the term "Acadia Plantation" or any derivative in any printed or promotional material without Declarant's prior written consent. However, Owners may use the term "Acadia Plantation" in printed or promotional material solely to specify that particular property is located within Acadia Plantation, and the Associations shall be entitled to use the term "Acadia Plantation" in their names.

**Section 5.9 Limitations on Special Declarant Rights.** Unless terminated earlier by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant so long as the Declarant is obligated under any warranty or obligation, owns any Lots within the Property, or for thirty (30) years after recording of the Declaration, whichever is sooner. Earlier termination of certain rights may occur by statute.

**Section 5.10 Declarant Personal Property.** The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of an Association. The Declarant reserves the right to remove, within one (1) year after the sale of the last Lot, from the Property any and all goods and Improvements used in development, marketing and construction, whether or not they have become fixtures, provided that Declarant shall mitigate any damage to property in its removal of such fixtures, if any.

**Section 5.11 Phasing of Development Rights.** No assurances are made by the Declarant regarding the portions of the areas shown on the Initial Plat as to the portions where the Declarant will exercise its Development Rights or the order in which such portions, or all of the areas, will be developed. The exercise of Development Rights as to some portions will not obligate the Declarant to exercise them as to other portions. Specifically, any part of the land subject to this Declaration or any additional land may be declared as Lots or Common Area without declaring the remaining parts as Lots or Common Area. Without obligation to any future Owner or successor Declarant, the Declarant states that it presently expects to create a series of individual Neighborhoods and/or Villages for various groups of Lots and Building types as the development of Acadia Plantation progresses. Each Village and/or Neighborhood will be subject to this Declaration.

**Section 5.12 Non-Applicability to Special Declarant Rights.** The provisions of this Article shall not apply to the Declarant in the exercise of any Special Declarant Right. Further, because of the potential impact of such activities on the marketing of Lots, so long as the Declarant owns any Lot or holds any right under this Declaration, the Declarant alone has the right, in lieu of the applicable Board, to exercise the regulatory powers described in this Article with respect to Special Declarant Rights.

**Section 5.13 Leasing by Declarant.** The Declarant may also enter into short term leases on a day to day basis as a part of providing temporary occupancy to purchasers prior to closing.

**Section 5.14 Amendment and Termination of Rights.** This Article may not be amended without the written consent of Declarant so long as Declarant has any rights hereunder. The rights contained in this Article shall terminate upon the earlier of (a) seventy-five (75) years from the date this Declaration is recorded in the public records of Lafourche Parish, Louisiana, or (b) upon recording by Declarant of a written statement that all sales activity has ceased in the public records of Lafourche Parish, Louisiana.

## **PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS**

Acadia Plantation imposes standards for use, conduct, maintenance and architecture within the development which give the community its "home-like" qualities. This Declaration establishes methods for the promulgation of rules and regulations that allow the community and its standards to progress as the community, technology and surrounding market change.

## ARTICLE 6 USE AND CONDUCT IN ACADIA PLANTATION

**Section 6.1 Initial Use Restrictions and Rules.** The following initial Use Restrictions and Rules shall apply to all of the Property until such time as they are amended, modified, repealed, or limited by rules of the applicable Association adopted pursuant to this Declaration. So long as Declarant has the right to unilaterally amend this Declaration under and pursuant to the provisions of Article 23, Declarant may unilaterally amend the following initial Use Restrictions and Rules.

**Section 6.2 Owner's Responsibility.** Each Owner shall keep all parts of his Lot in good order and repair and free from debris.

**Section 6.3 General.** The Property shall be a mixed use/traditional neighborhood development and shall be used for those residential, recreational, commercial and related purposes (which may include, without limitation, an information center and/or sales office for any real estate broker retained by Declarant to assist in the sale of any portion of the Property, offices for any property manager retained by the Associations, or business offices for Declarant or the Associations consistent with this Declaration and any Supplemental Declaration) as set forth in this Article 6. Except as specifically provided in this Article 6, Lots shall be used for single family residential purposes only.

### **Section 6.4 Permitted Uses and Activities.**

a. **Lots.** Lots may not be used for any purpose other than residential. The Design Code may permit the building of two (2) or more Dwellings on a Lot. Other uses, such as certain home occupations which, in the sole discretion of the Design Review Board, do not generate significant traffic, may be permitted by the Design Review Board. An Owner may consolidate not more than two (2) Lots within Acadia Plantation for the construction of a single Dwelling thereon.

b. **Special Use Parcels.** The Design Code may describe special restrictive covenants and building restrictions for Special Use Parcels, which shall include residential use.

c. **Leasing.** Dwellings may be rented, subject to the Rules and Regulations, as promulgated by the applicable Board which may be modified from time to time. Except as otherwise provided in Section 6.5, subparagraph gg. and Section 6.11, subparagraph f., no rule or regulation may limit the length of leases. In any event, no Dwelling shall be rented to more than one (1) person. Except as otherwise provided in Section 6.5, subparagraph gg., Lots may be leased in their entirety, or a garage apartment that is separate from the primary Dwelling on a Lot may be leased.

d. **Occupancy.** In the absence of written approval of the Board of the Residential Association, all Occupants of a Dwelling must comprise a Single Family Unit. For purposes of this subparagraph d., "Occupant" shall mean any Person who stays overnight in a Dwelling for more than seven (7) days (whether or not consecutive) in any one (1) calendar year.

e. **Model Homes.** Any provision of this Declaration which prohibits non-residential use of Lots and regulates parking of vehicles shall not prohibit the construction and maintenance of model homes or other model Lots of any kind (including, without limitation, any used in whole or in part as sales offices) (collectively, "Models") by Declarant or Builders engaged in the construction of Lots within the Property, or parking incidental to the visiting of

such Models, so long as the construction, operation and maintenance of such Models and parking otherwise comply with all of the provisions of this Declaration. The Design Review Board may also permit Lots and other areas to be used for parking in connection with the showing of Models. Any homes or other structures constructed as Models shall cease to be used as Models at any time the owner thereof is not actively engaged in the construction and sale of Lots within the Property, and no home or other structure shall be used as a Model for the sale of homes or other structures not located within the Property. This Section shall not apply to model apartment units in an apartment building or apartment complex for which such use is permitted by the declaration recorded with respect to that building or complex. Neither the provisions of this Section nor the provisions of any other Section of this Declaration shall restrict or prohibit the right of the Declarant or an affiliate of Declarant to construct, operate and maintain Models within the Property.

f. **Home Office.** Except as otherwise provided in Section 6.5, subparagraph e., if allowed by the applicable zoning and land use ordinances and regulations of the Governmental Authorities with jurisdiction over the Lots, each Lot may have one (1) home office that is to be located in an Out Building, provided that each of the following conditions is met: (a) no sign, advertisement or notice of any type or nature whatsoever may be erected or displayed on the Lot or on any Building located on the Lot which in any way advertises or provides notice or reference to the business conducted in the home office; and (b) the business is not otherwise prohibited by the Rules and Regulations of the Associations.

**Section 6.5 Restrictions on Uses and Activities.** Except for the activities of Declarant in connection with the development of Acadia Plantation and the activities of any permitted grantees hereunder in connection with the construction, installation, repair, alteration and maintenance of water, sewer, drainage, natural gas, electrical, telephone and communications, and cable television lines and facilities within utility and drainage servitudes, the following activities are prohibited within the Property unless expressly authorized by, and then subject to such conditions as may be imposed by, the Boards of Directors in the Rules and Regulations and/or the Design Review Board. The fact that the Boards of Directors and/or the Design Review Board are given the right to grant exceptions to the prohibitions contained in this Section 6.5, shall not mandate that any exceptions be granted. To the extent any inconsistency exists between the provisions of this Section 6.5 and the provisions of the Design Code and Sections 8.6 through 8.12 of this Declaration, the provisions of the Design Code and Sections 8.6 through 8.12 shall control.

a. **Animals** Raising, breeding, or keeping of animals of any kind on any Lot or within any Dwelling constructed on a Lot shall not be permitted, except that no more than three (3) dogs, cats, or other usual and common household pets may be permitted on any Lot or within any Dwelling constructed on a Lot (provided they are not raised, bred or kept for commercial purposes), subject to such additional Rules and Regulations as may be adopted for the Property or any portion thereof, which rules may prohibit all pets or specific types of animals. The Rules and Regulations may also designate specific areas within the Common Area where pets may be walked, prohibit pets on other areas, require pets to be on leash, and restrict the rights of tenants to keep pets. Any pet that the Board in its sole discretion determines to be a nuisance, after notice to such Member or resident and affording such person an opportunity for a hearing before the Board, shall be removed from the Lot upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. The Board may also, in its sole discretion, prohibit the keeping of specific breeds of dogs, cats and other permitted animals within any part of Acadia Plantation where the Board determines that the keeping of such animals is a safety risk. Each Owner shall be strictly responsible to immediately collect and

properly dispose of wastes and litter of any permitted pets. Notwithstanding anything to the contrary contained in this Declaration, this subparagraph shall be applicable only to those Owners who are Members of the Residential Association. Pets shall not be permitted in or on commercial property except those portions of the Property which are veterinarian offices, grooming shops, kennels, or other pet supply stores which, in all cases, are permitted by the Declarant, Design Review Board and Board of Directors of the Commercial Association.

b. **Antennas.** Exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind shall not be permitted on any Lot, except that:

(1) an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one (1) meter or less in diameter;

(2) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one (1) meter or less in diameter or diagonal measurement; or

(3) an antenna that is designed to receive television broadcast signals;

(collectively, "**Permitted Antennas**"), shall be permitted only in rear yards or mounted on the rear of Improvements that have been constructed in accordance with this Declaration; provided, however, that notwithstanding the foregoing, and as a general principle, all Permitted Antennas and related equipment and wiring shall be located so as to minimize their visibility from any street (not including any alley) adjacent to the front or side of any Lot even if such location adversely affects such Permitted Antenna's ability to receive signals. If an Owner needs to install a Permitted Antenna and/or its related equipment and wiring in any side yard, or on the side of any Improvements, or in any front yard, or on the front of any Improvements, in order to avoid a diminution in signal reception from such Permitted Antenna or unreasonable costs to install, maintain or use such Permitted Antenna, then, unless prohibited by applicable law, any installation in the front or side yard or on the front or side of any Improvements shall be subject to review and approval by Declarant, or, upon delegation of its powers, by the Design Review Board, which review shall be completed, and the resulting requirements communicated to the Owner, within seven (7) days of receipt of the application for review. Declarant or the Design Review Board may impose requirements as to location within the front or side yard or on the front or side of any Improvements and the manner of installation and screening with landscaping or otherwise, in order to minimize the visibility of the Permitted Antennas and related equipment and wiring from adjacent streets and adjacent property, so long as such requirements are not inconsistent with applicable law. If any portion of this subparagraph b. is deemed invalid under applicable law, the balance of the provisions of this subparagraph shall be applied and construed so as to effectuate, to the maximum extent possible, the intent expressed above in this subparagraph b. regarding locating Permitted Antennas in the least visible location on any Lot.

c. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, or any Improvement(s) thereon, unless approved by the Design Review Board.

d. **Basketball Goals; Play Structures.** No basketball goal, backboard or similar structure or device, and no swing sets or other play structures, shall be placed or constructed on any Lot without the prior written approval of the Design Review Board (including, without limitation, approval as to appearance and location). Basketball goals or backboards, if permitted, shall not be mounted directly to the residence, but shall be located on the inside of the Driveway in an area close to the residence, painted to match the color of the residence. Backboards, if permitted, shall be clear glass or colored to match the color of the residence. Driveways shall remain as provided during the original construction for access to Garages and Carports only. Driveways shall not be expanded to accommodate sports or play equipment.

e. **Business.** Any business, trade, or similar activity shall not be conducted from any Lot or any Dwelling on any Lot, except as provided in this subparagraph e., and except that an Owner or occupant residing in a Lot may conduct "**discrete business activities**" within the Lot so long as the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; the business activity does not involve regular visitation of the Lot or door-to-door solicitation of residents of the Property; and the business activity is consistent with the residential character of the Property and does not violate these Use Restrictions and Rules. Examples of "**discrete business activities**" include, but are not limited to, computer-based telecommunications and literary, artistic, or craft activities. The Board of the Residential Association may restrict any business activities that it determines interfere with the enjoyment or residential purpose of the Property in its sole and absolute discretion.

The leasing of a Lot in accordance with these Use Restrictions and Rules shall not be considered a business or trade within the meaning of this subparagraph e. This subparagraph e. shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of the Property or its use of any Lots which it owns within the Property, including the operation of a timeshare, or similar program.

Notwithstanding anything to the contrary in this Declaration, Declarant and any Builder approved by Declarant may utilize a Lot as a show house or model home. Furthermore, Declarant and any approved Builder may utilize a Lot as a sales office for homes being constructed within the Property.

An occupant residing in the Primary Residence on a Lot may conduct such activities from the Primary Residence or a garage apartment on the Lot, or an occupant residing in a garage apartment may conduct such activities from the garage apartment, all in accordance with this subparagraph e.

f. **Compliance with Law.** No use shall be made of, nor any actions taken on, any Lot which is any violation of any law, ordinance or regulation applicable to the geographical area within which the Lot is located.

g. **Construction Requirements; Landscaping Requirements.** No Improvements shall be constructed nor any landscaping or other Work performed on any Lot, except in strict compliance with this Declaration, the Design Code and the Landscape Code, and except for matters as to which a written variance has been granted by the Design Review Board. Where construction trailers are permitted, the trailer must be attractively landscaped. During construction, no draining of pools on adjacent property or into washes or open spaces is permitted.

h. **Decorations, Equipment, Structures and Personal Property.** Placement of decorations, sports or play equipment or other structures or personal property shall not be permitted on the exterior portions of any Lot, other than as provided for in Section 6.5 d. of this Declaration; provided, however, a reasonable number of holiday and religious decorations may be displayed on a Lot for up to thirty (30) days prior to the holiday or religious observance and up to fourteen (14) days thereafter without prior approval, subject to the right of Declarant (or the Design Review Board, if delegated authority by Declarant) to require removal of any such decorations which it deems to (a) be excessive in number, size or brightness, relative to other Lots in the area; (b) draws excessive attention or traffic; or (c) unreasonably interferes with the use and enjoyment of neighboring properties.

i. **Diseases and Insects.** No person shall permit any thing or condition to exist upon any Lot or other property within Acadia Plantation which shall induce, breed or harbor infectious diseases or noxious insects.

j. **Division of Lots.** No Lot shall be divided or subdivided and no portion of any Lot other than the entire Lot shall be transferred or conveyed for any purpose whatsoever, except by Declarant, or with the prior, express, written approval of the Design Review Board if such authority is delegated by Declarant. This subparagraph j. shall not be construed to prohibit the granting of any servitude and/or right-of-way to any Governmental Authority, public utility, or to an Association or Declarant.

k. **Driveways.** In order to allow sufficient space for landscaping in the front of a Dwelling, only single entry drives shall be constructed to a depth terminating at the front Fascia of the Building nearest to the front property line. Circular drives with two (2) Street entrances will not be permitted. Driveways, together with Garages, shall be designed to reflect the overall quality of the architecture.

l. **Encroachments.** With the permission of the Design Review Board, Eaves, soffits, Stoops, balconies and Fascia of Buildings are permitted to overhang a Utility Easement or a Street right of way, by twenty-four (24") inches, provided that any such encroachment must be no less than ten (10') feet above the finished ground elevation in the area of the encroachment, and further provided that any required consent has been obtained from any Governmental Authority or utility company, whether public or private. Roofs are permitted to overhang the Setback by twenty-four (24") inches, except where the Setback is zero (0') feet.

m. **Exterior Lighting.** The number of exterior light fixtures shall be limited. All lighting should be architecturally integrated with attached structures. Mercury vapor lights are prohibited. Landscape lighting and path lighting shall be minimal and used primarily for safety reasons. Security lighting including motion activated floor lights shall at a minimum be located beneath Eave overhangs, and shall be used for emergency purposes only. No colored light bulbs shall be permitted. No lighting shall be installed which is aimed at surrounding properties, or which will intrude on surrounding property. Exterior lights shall be mounted on Building surfaces up to a maximum height of twelve (12') feet. All exterior light sources shall be shielded from view by adjoining properties.

n. **Fences and Garden Walls.** Any Fence or Garden Wall, the design and construction of which has been approved in accordance with the Design Code, shall be kept neat and attractive and in good repair. All ornamental iron or picket Fences shall be painted or otherwise finished in accordance with the Design Code. All Fences shall be maintained so as



not to detract from the general appearance of Acadia Plantation. On any Lot having a portion of any perimeter wall constructed by Declarant upon the Lot, the Owner(s) of such Lot will be responsible for maintaining that portion of the wall which is upon the Lot in good condition and repair. This provision shall not require that the Design Code or the Design Review Board approve any Fences or that either approve ornamental or picket Fences.

o. **Firearms.** Discharge of firearms shall not be permitted within Acadia Plantation; provided, the Boards shall have no obligation to take action to prevent or stop such discharge.

p. **Flags.** Subject to the provisions of Sections 8.6 through 8.12 herein, flags of any kind placed on a Lot so as to be visible from outside the Dwelling on the Lot shall not be permitted, except that one country flag not exceeding 48" X 72" in size and one decorative flag not exceeding 36" X 60" in size may be hung from flagpoles not exceeding 72" in length or 2" in diameter, which are mounted within brackets on the exterior facade of the residence at a location approved by the Design Review Board.

q. **Gambling and Gaming.** Conducting, participating in, or holding of any events, functions or programs that involve games of chance, raffles, gambling, wagering, betting, or similar activities where the participants pay money or give other valuable consideration for the opportunity to receive monetary or other valuable consideration shall not be permitted on any Lot or within any Dwelling on any Lot; provided, however, that the foregoing is not intended to bar the occasional use of the interior of a residential Dwelling on the Property for the activities described in this subparagraph so long as such use is either: (1) in conjunction with fundraising activities for a non-profit or charitable organization, or (2) is a private, social, non-commercial activity.

r. **Garage Doors; Openings.** Except as may be expressly allowed by the Design Code as to a Lot which is not bordered by an Alley or as otherwise expressly allowed by the Design Review Board, the doors through which vehicles enter a Garage may not face a Street. Garage doors shall be kept closed, except, 1/ when vehicles are entering or leaving the Garage and 2/ for a brief "period" limited to once in a 24 hour day for a function or task requiring such ("period")...a continuous span of time not to exceed 2 (two) hours). Garage door openings shall be no higher than ten (10') feet.

s. **Garage or Carport.** Conversion of any Garage or Carport to a use which precludes the parking therein of the number of vehicles for which it was originally designed shall not be permitted. At the time of any construction of a Building on a Lot, the Owner shall also construct a Garage which, as set forth in the definition, is totally enclosed when all doors (both for vehicles and pedestrians) are closed. All openings, other than windows, must have doors that close easily. With the prior approval of the Design Review Board, in its sole discretion, Owner may construct a Carport instead of a Garage. No Garage or Carport may have an opening (other than a window) which is taller than ten (10) feet above the finished grade of the floor of the said Garage or Carport. Carports shall be no more than one (1) Story in height.

t. **Garages; Alley-Loaded Lots.** Any Owner of any Alley-Loaded Lot shall cause the foundation for any Garage that is to be constructed on the Lot to be poured contemporaneously with the pouring of the foundation for any Dwelling or other Buildings and/or Improvements to be constructed on the Lot except with the prior consent of the Design Review Board to a different scheduling. Any such Garage shall face and be accessed through the Alley.

u. **Garages; RVs.** No garage built specifically for a recreational vehicle, camper, motorhome or similar vehicle shall be permitted in Acadia Plantation. An Owner may keep a recreational vehicle, camper, motorhome or similar vehicle on his Lot only if such vehicle remains in a Garage permitted hereunder with a door opening of no more than ten (10') feet high.

v. **Garage sales, rummage sales, or similar sales.** Garage, rummage or similar sales shall not be permitted on any Lot; provided, however, that Declarant may allow no more than two (2) community garage sales per calendar year in a portion of the Common Area determined by Declarant. The time, place, and method of notice to Owners of a community garage sale shall be at Declarant's sole discretion.

w. **Garbage; Trash Collection.** On scheduled trash collection days, all Owners or occupants of all Lots shall place their garbage in heavy duty garbage bags and bring such bags to the Street curb for pickup by the applicable trash collector. Owners or occupants of all Lots shall not place garbage bags in public view except on trash collection days. No covered trash containers of any kind shall be permitted in Acadia Plantation. Recyclable products or materials may be placed for collection in containers expressly designed or legally required for such collection. Owners shall use and store trash and garbage containers on days other than scheduled trash collection days in compliance with other provisions contained in this Declaration and any applicable Rules and Regulations of the applicable Association. The Design Code, the Landscape Code and the Associations, through their adoption of their Rules and Regulations, may regulate placement and maintenance of garbage and trash containers, and other matters affecting the attractiveness or safety of Lots.

x. **Golf Carts, "Minibikes", "Go-Carts", and "All Terrain Vehicles".** Operation of "minibikes", "go-carts", "All Terrain Vehicles" and other similar vehicles shall not be permitted within the Property, except that the use of golf carts by Declarant, Owners, residents, and tenants of Acadia Plantation, and agents, employees and representatives of the Associations and the Joint Committee shall be permitted and encouraged within the Property to the extent permitted by applicable federal, state and local law. The Associations may adopt Rules and Regulations governing the use of golf carts within the Property at their sole discretion.

y. **Golf Courses (If Developed).** Owner shall be responsible for Owner's conduct and behavior on any Golf Course and for the conduct and behavior of Owner's guests, family members, tenants, agents and contractors on any Golf Course. Owners shall also be responsible for any damage caused to the Golf Course by the Owner and Owner's guests, family members, tenants, agents and contractors. Contractors may not use or travel over any portion of a Golf Course.

z. **Half-way Houses.** No Dwelling or other Improvement on any Lot shall at any time be used as a Half-Way House under supervision of a Supervising Agency. For the purposes of this subparagraph v., the term "**Supervising Agency**" shall mean a Governmental Authority including without limitation thereto the Sheriff of Lafourche Parish, the police department for the City of Thibodaux, the Louisiana Department of Corrections, the United States Department of Justice and the United States Marshal's Service. For the purposes of this subparagraph v., the term "**Half-Way House**" shall mean a place where persons who have been imprisoned or incarcerated for crimes (whether felonies or misdemeanors), or confined for drug or alcohol rehabilitation, are continued under some form of supervision for the primary purpose of aiding said persons in readjusting to society following their imprisonment, incarceration, hospitalization or other form of confinement.

- aa. **Incinerators.** No incinerator shall be kept or maintained on any Lot.
- bb. **Interference with Servitudes and Drainage.** No Improvements other than Driveways, sidewalks, walkways, mailboxes, Fences, walls, retaining walls, and gas and water meters, and no other obstruction shall be placed or permitted to remain upon any Lot which may damage or interfere with any servitude for the installation or maintenance of utilities or passage or drain, or obstruct any drainage ditch or channel. Notwithstanding any inference herein to the contrary, Driveways, sidewalks, walkways, mailboxes, Fences, walls, retaining walls, and gas and water meters may only be constructed and/or installed on a Lot in accordance with the requirements of the Design Code and in compliance with the provisions of Article 7 and Article 8.
- cc. **Ingress and Egress.** Except as allowed by the Design Code or as otherwise approved by the Design Review Board, vehicular ingress to and vehicular egress from Lots and Improvements thereon shall be from and to the front of the Lot (i.e., that side which a Dwelling thereon must face as hereafter set forth) and no vehicular access shall be allowed from the sides or rear of any Lot; provided, however, that (a) vehicular ingress and vehicular egress to and from a Garage or Carport on each Alley-Loaded Lot shall only be from the rear of the Lot. With respect to each Lot which is bordered on its rear property line by an Alley, there shall be no Driveway or parking area constructed or used on that part of any such Lot between the front wall of the Primary Residence and the front property line where the said Lot fronts on a Street.
- dd. **Insurance.** Nothing shall be done or kept on any Lot or the Common Area which will increase the rate of, or resulting cancellation of, insurance for Acadia Plantation or any other Lot, or the contents thereof, without the prior written consent of the applicable Association. This prohibition shall not prohibit the usual and customary activities associated with residential use of a single family Dwelling.
- ee. **Lakes.** Any Lot which shall abut upon any lake, stream, pond, wetland, or other waterway shall be subject to the following additional restrictions:
  - (1) No pier, dock or other structure or obstruction or any other wall, revetment, rip-rap or any other material shall be built, placed or maintained upon any waterfront Lot or into or upon any waterway on the Property or adjacent thereto except with the specific written approval of the applicable Association. As to any such structure, approval or permits from the United States Army Corp of Engineers or any other such private or governmental agency as may be now or hereafter required must be obtained by the Owner, if permitted by such Association hereunder.
  - (2) Except with the prior written approval from the Association, no device or material may be constructed, placed or installed upon any Lot which shall in any way alter the course of natural boundaries of any waterway or which shall involve or result in the removal of water from any waterway.
  - (3) The Owner of each Lot abutting the water's edge shall release and discharge Declarant, the Association, the City of Thibodaux, and the Parish of Lafourche, from any and all claims for debt or damages sustained by the Owner or a lessee or existing in the Owner's or lessee's property and property rights heretofore or hereafter sustained or to accrue by reason or account of the operation and maintenance of said lakes, streams, ponds, wetlands, and waterways.

(4) All such Lots shall be subject to a perpetual easement in favor and for the use and benefit of the applicable Association for the maintenance of said lakes, streams, ponds, wetlands, and waterways.

ff. **Landscaping.** Landscaping, in accordance with the Landscape Code, is required on any Lot on which Improvements have been constructed, except that no grass, trees, shrubs, hedges or other plants shall be planted or allowed to grow on any Lot except in compliance with the Landscape Code and in compliance with the requirements of Article 8.

gg. **Leasing of Lots.**

(1) Except as otherwise provided in any applicable Supplemental Declaration or other applicable covenants, residential Lots may be leased in their entirety, or a garage apartment that is separate from the primary Dwelling on a residential Lot may be leased; however, no single rooms, except where part of an inn or hotel room, or other fraction or portion of a residential Lot may be leased, nor shall any residential Lot or portion thereof be used for operation of a boarding house, "Bed and Breakfast" establishment, or similar accommodation for transient tenants.

(2) Except for leases of garage apartments or as may otherwise be permitted by any applicable Supplemental Declaration, all leases shall be for an initial term of no less than one (1) year, except with the prior written consent of the applicable Board. Leases of garage apartments shall be for an initial term of no less than three (3) months, and such garage apartments or Lots shall not be leased to more than two (2) separate tenants in any twelve (12) month period. No garage apartment shall be leased or used for any purpose other than residential use, except that the occupant of the primary Dwelling on a residential Lot, or any tenant who has leased a garage apartment and who resides therein, may use the garage apartment for other uses consistent with the Declaration and these Use Restrictions and Rules.

(3) Notice of any lease, together with such additional information as may be required by the applicable Board, shall be given to such Board by the Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, applicable Bylaws, and the Use Restrictions and Rules. There shall be no subleasing or assignment of any lease unless prior written approval is obtained from the applicable Board of Directors or its designated representative or officer. All tenants of Owners occupying any portion of the Property within Acadia Plantation agree to be bound by the terms and provisions and all Reservations contained in this Declaration.

hh. **Maintenance.** No Lot (whether or not any Dwelling or other Buildings have been constructed on the Lot), and no Dwelling or other Improvements which are located upon a Lot, shall be permitted to fall into disrepair and each such Lot, and all such Dwellings and other Improvements, and all lawns and other landscaped areas, shall be kept neat and maintained in good condition and repair consistent with any requirements set forth in either the Design Code, the Landscape Code or in the Rules and Regulations of the Associations. Each Owner shall keep neat and maintain in good condition and repair that portion of any Street right-of-way servitude (i.e., that portion of the right-of-way between the edge of the Street curb and the Owner's boundary line(s)) that is immediately adjacent to (whether in front of or alongside) the Owner's Lot. The opinion of the Design Review Board as to the acceptability of such conditions shall be final; the Design Review Board may delegate, in its sole discretion, its authority under this provision.

ii. **Mineral and Mining Activity.** No Lot shall be used for the purpose of boring, mining, quarrying, exploring for, producing or removing oil or other hydrocarbons, minerals, gravel or earth except in the case of soil borings in connection with soil analysis for foundation design; provided, however, that offsite exploration for or production of oil, gas or other minerals lying beneath the surface of a Lot through directional or horizontal drilling methods or otherwise shall be allowed if such directional or horizontal drilling does not penetrate or otherwise disturb any portion of the earth within five hundred (500') feet of the surface of any Lot.

jj. **Modification to Improvements.** Any modifications to existing construction, Improvements, or landscaping, or exterior additions to Lots is not permitted, except in accordance with the Design Documents and with the approval of the Design Review Board.

kk. **Movable Structures and Outbuildings.** No structure of any type, Dwelling or otherwise, shall be moved on to any lot in Acadia Plantation except as may be expressly approved by the Design Review Board. No structure of a temporary character and no trailer, tent, shack, barn, pen, stable, coop, cage, storage building or shed shall be erected, used or maintained on any Lot at any time without the express, prior, written approval of the Design Review Board, provided, however, the foregoing restriction shall not prohibit the use and maintenance of those temporary structures necessary during the performance of any Work thereon. No such structures, trailers or the like shall be utilized for residence purposes and all such structures, trailers or the like shall be removed from the Lot promptly following the completion of the Work. During art festivals, craft fairs, block parties and other special events, a Board may approve the use of tents, trailers and other temporary buildings on the applicable Common Area or elsewhere within Acadia Plantation.

ll. **Noise.** No exterior speakers, horns, whistles, bells or other sound transmitting, generating or amplifying devices other than security devices used exclusively for security purposes shall be located, used or placed on any Lot in such manner that the sound emitted therefrom may be heard on any other Lot. No noise shall be permitted to exist or operate upon any Lot that may be a nuisance to any other Owner or resident.

mm. **Noxious Activity; Nuisance; Unlawful Activity.** No noxious odors shall issue or emanate from any Lot. No noxious activity shall be carried on or upon any Lot or within any Dwelling situated upon the Property or at any other place within Acadia Plantation, nor shall anything be done therein or thereon which may be or become unsafe or hazardous or an annoyance or nuisance to the Neighborhood within which the Lot is located or other Owners or residents of Acadia Plantation. Any nuisance or immoral, improper, offensive, hazardous or unlawful use or any other activity or condition that interferes with the reasonable enjoyment of any part of the Property or that detracts from the overall appearance of the Property is strictly prohibited. All laws, building codes, orders, rules, regulations or requirements of any governmental agency having jurisdiction shall be complied with, by and at the sole expense of the Owner or the applicable Association, whichever shall have the obligation to maintain or repair the affected portion of Acadia Plantation.

nn. **Occupancy.** Occupancy of a Lot by more than two (2) persons per bedroom in the Lot is prohibited. For purposes of this provision, "occupancy" shall be defined as staying overnight in the Lot more than thirty (30) days in any six (6) month period.

oo. **Parking.**

(1) Parking of vehicles on any portion of a Lot other than the area in a Garage or Carport is prohibited. Parking may be permitted on a Driveway, but only with the prior consent of the Design Review Board. Notwithstanding the foregoing, parking of vehicles on that portion of any Driveway located between the front facade of the residence and the Street which the Dwelling faces is prohibited, except temporarily for a period not to exceed twenty-four (24) hours in any forty-eight (48) hour period. In addition, no parking shall be permitted on or over Street curbs.

(2) Parking of vehicles on public or private Streets or thoroughfares is encouraged in Acadia Plantation. Parking of commercial vehicles or equipment, mobile homes, boats, trailers, or stored or inoperable vehicles in places other than enclosed Garages is prohibited. Such restrictions shall not apply to construction vehicles or third party service vehicles while providing services to the Lot on or adjacent to which they are parked.

(3) Only vehicles bearing current license and registration tags, as required by state law, may be parked in Acadia Plantation.

(4) No vehicle shall be parked so as to create a temporary obstruction to visibility at a Street intersection.

pp. **Pipes, Cables and Lines.** Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like shall be installed, placed or maintained above the surface of any Lot except where approved by the Design Review Board as reasonably necessary for connection to a Dwelling or Building or for access for repair or maintenance. The Rules and Regulations of the Associations and the Landscape Code may prescribe rules relative to hoses that are authorized for normal lawn maintenance.

qq. **Porches.** The Associations reserve the right to promulgate additional Rules and Regulations concerning, among other things, criteria and requirements relating to what furnishings and other decorative items may be placed on Porches facing any public Street. Without limiting the foregoing, in all events, all furnishings and any other items located on Porches facing public Streets must be designed for outdoor use. Should any plants located on any such Porches die, they shall promptly be removed or replaced with living plants.

rr. **Rooftop HVAC Equipment.** No heating, ventilating, air conditioning or evaporative cooling units or appurtenant equipment may be mounted, installed or maintained on the roof of any Lot or other Building so as to be visible from a neighboring Lot or other Property.

ss. **Sewerage Disposal Systems.** No individual sewage disposal systems shall be permitted. All Dwellings constructed in Acadia Plantation shall be connected to approved sanitary sewage facilities.

tt. **Signs.** The following restrictions on signs shall apply to all Lots within the Property unless otherwise stated or unless otherwise approved by the applicable Board of Directors. All signs must meet the guidelines set forth in the Design Code and in Article 8 and any guidelines adopted by such Board of Directors.

(1) Each Lot may have posted, prior to initial occupancy of the Lot, a sign setting forth the name of the architect and Builder of the Lot and, in the case of a Lot

owned by Declarant or a Builder approved by Declarant, a sign indicating that the Lot is available for sale; provided, any such signs shall be removed at the time of initial occupancy. Notwithstanding any language to the contrary herein, Declarant shall be permitted to post and display advertising signs, including "for sale" signs, within Acadia Plantation so long as Declarant owns any portion of the Property.

(2) Except as provided in subparagraph pp. (1) above, no "for sale" or "for lease" signs may be posted on a Lot without the prior consent of the Declarant or Design Review Board. An "open house" sign indicating that the Owner of the Lot is hosting such an event may be posted on the Lot for a period not to exceed three (3) continuous days.

(3) To the extent permitted by applicable law, signs containing political or similar endorsements are prohibited in Acadia Plantation.

(4) One sign not exceeding 9" X 12" in size may be mounted in a window or on a stake not more than 36" above the ground, without prior approval, to identify the Lot as being equipped with a security system and/or monitored by a security service.

(5) Declarant may post "model home" or similar signs on a Lot containing model homes open to the public prior to initial occupancy of the Lot.

(6) No other signs, except those required by law, including posters, circulars, and billboards, may be posted on any Lot so as to be visible from outside the Lot; provided, however, Declarant shall be entitled to post signs without applicable Board approval.

uu. **Single Family Residences.** Each Lot, subject to residential use, may be improved with no more than one (1) single family residential Dwelling and such accessory structures and Improvements consistent with a residential neighborhood as may be permitted pursuant to the Design Documents and in the deed conveying the Lot.

vv. **Solar Collecting Panels or Devices.** The Declarant recognizes the benefits to be gained by permitting the use of solar energy as an alternative source of electrical power for residential use. At the same time, the Declarant desires to promote and preserve the attractive appearance of the Property and the Improvements thereon, thereby protecting the value generally of the Property and the various portions thereof, and of the various Owners' respective investments therein. Therefore, subject to prior approval of the plans therefor by the Design Review Board, solar collecting panels and devices may be placed, constructed or maintained upon any Lot within the Property so long as such solar collecting panels and devices are placed, constructed and maintained in such location(s) and with such means of screening or concealment as the Design Review Board may reasonably deem appropriate to limit, to the extent possible, the visual impact of such solar collecting panels and devices when viewed from any street or from any other property (whether within or outside the Property). Notwithstanding any other provision of this Declaration to the contrary, the Declarant (during the Class "B" Control Period) or the Associations (after the expiration or termination of the Class "B" Control Period) shall have the right, without the consent or approval of any Owner or other Person, to amend this Section (which amendment may, without limitation, impose additional or different restrictions on solar collecting panels and devices) as the Declarant or the applicable Association (as applicable) deems appropriate after the effective date of this Declaration.

ww. **Soliciting.** No soliciting will be allowed at any time within Acadia Plantation.

xx. **Subdivision of Properties.** The subdivision of a Lot into two (2) or more Lots, or changing the boundary lines of any Lot, after a subdivision plat has been approved and filed in the public records of Lafourche Parish, Louisiana is prohibited, except that Declarant, and any Person or entity expressly authorized in writing by Declarant, shall be permitted to subdivide or replat Lots which it owns, subject to the provisions of Section 6.4, subparagraph a. of this Declaration.

yy. **Swimming Pools; Tennis Courts.** No swimming pools or tennis courts shall be constructed on any Lot. However, swimming pools may be permitted by the Design Review Board if such pools are screened from view from Streets. Pool Decks should be no closer than three (3') to four (4') feet from the Lot boundaries. Landscaping between the Deck and the Lot boundaries must be installed. All pool equipment must be screened from view from the Streets and/or surrounding properties. Screening should also be designed to mitigate noise. Slides, diving boards or other pool accessories in public view shall be prohibited. Pools shall not be drained onto adjacent property or open space.

zz. **Tanks.** No tanks of any kind (including tanks for the storage of fuel) shall be erected, placed or maintained on any Lot unless such tanks are buried underground. Nothing herein shall be deemed to prohibit use or storage upon any Lot of an aboveground propane or similar fuel tank with a capacity of ten (10) gallons or less used in connection with a normal residential gas barbecue, grill or fireplace or a spa or "hot tub," so long as any such tank either: (a) has a capacity of ten (10) gallons or less; and (b) is appropriately stored, used and/or screened, as approved by the Design Review Board, so as not to be visible from a neighboring Lot or other Property.

aaa. **Timesharing.** Operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use, possession or occupancy of a Lot rotates among participants in the program on a fixed or floating time schedule over a period of years shall not be permitted, except that Declarant and its assigns may operate such a program with respect to Lots which it owns. Leasing a Building or ownership of a Lot by a corporation, partnership or other entity, or by not more than four (4) individuals or married couples, will not normally be considered timesharing.

bbb. **Tools, Supplies, and other Materials.** Cleaning of tools, supplies and equipment by concrete suppliers, painters or other subcontractors in other than designated areas is prohibited.

ccc. **Storing of Trash.** Burning of trash and accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind is prohibited in Acadia Plantation; provided, however, that storage of building materials, equipment and scrap materials and waste generated in connection with Work shall be permitted on a Lot during periods of Work on the Lot if stored neatly. Nothing in this subparagraph shall be construed as prohibiting Declarant or a Builder from storing of building materials, equipment and other materials used in connection with the development of Acadia Plantation in the course of its business, if stored neatly.

ddd. **Use of Alleys During Construction.** Notwithstanding anything to the contrary herein, any and all construction-related activities and/or traffic on, to, from or for the benefit of any Alley-Loaded Lot shall only be from the front or Street side of the Lot, including but not limited to the delivery of materials and equipment. Any violation of this subparagraph shall result in the Owner of the Lot as to which the violation occurred being held personally



responsible for any and all damages caused by the violation, including but not limited to the cost of repairing any damages caused thereby to the Alley.

eee. **Vehicles and Other Equipment.** None of the following may be kept or stored within Acadia Plantation: (a) junk or abandoned vehicles, (b) commercial vehicles other than company automobiles provided for personal use, (c) trailers, (d) tractor-trailers, (e) campers, (f) motor homes and recreational vehicles, (g) camp trucks, (h) house trailers, (i) boats, (j) boat trailers, or (k) other machinery or equipment of any kind or character (except for such equipment as may be reasonable, customary and usual in connection with the use and maintenance of any Dwelling or other Improvements located upon the Property and except for such equipment and/or machinery as the applicable Association may require in connection with the maintenance and operation of such Association's property); provided, however, that campers, motorhomes and recreational vehicles may be kept on the Property so long as they are kept within a Garage. No repair, maintenance or restoration of automobiles or other authorized vehicles (except for bona-fide emergencies) may be carried out on any Lot or at any location within Acadia Plantation unless and except to the extent such repair, maintenance or restoration can be accomplished inside an enclosed Garage with all doors to the said Garage closed. Changing oil in any vehicle or other equipment on the Property is prohibited. This restriction shall not apply to vehicles, trailers, boats, machinery, equipment or the like stored and kept on a Lot within an enclosed Garage.

The applicable Association shall have the right to have any truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or similar equipment or vehicle or any automobile, motorcycle, motorbike, or other motor vehicle which is parked, kept, maintained, constructed, reconstructed or repaired in violation of this Declaration towed away at the sole cost and expense of the owner of the vehicle or equipment. Any expense incurred by such Association in connection with the towing of any vehicle or equipment shall be paid to the Association upon demand by the owner of the vehicle or equipment. If the vehicle or equipment is owned by an Owner, any amounts payable to the Association shall be secured by the Assessment Lien, and such Association may enforce collection of such amounts in the same manner provided for in this Declaration for the collection of Assessments.

fff. **Vending Machines.** No vending machines shall be kept, stored, operated or otherwise located on the exterior of any Building (residential, commercial, civic, governmental or otherwise) anywhere within Acadia Plantation. For the purpose of this provision "vending machines" shall include any machines of any nature that are used for the sale of food items, soft drinks, or articles of any nature by the insertion of coins or paper money into said machines, or by the use of any kind of credit or debit card. The Boards may adopt Rules and Regulations granting an exception to this provision, or may grant exceptions on a case by case basis, with respect to a vending machine that will be located inside a Dwelling and is used solely for private use, and is not used to sell food items, soft drinks, or articles of any nature to persons who do not reside in the Dwelling.

ggg. **Window Air Conditioning Units.** No window or wall air conditioning units shall be permitted anywhere within Acadia Plantation.

hhh. **Window Coverings.** Unless Declarant (or the Design Review Board, if Declarant hereafter elects to delegate such approval responsibility to an Association) otherwise agrees, the only acceptable window coverings that may be affixed to the interior of any window visible from any Street, Alley or other portion of the Property are drapes, blinds, shades, shutters

or curtains. The side of such window coverings that is visible from the exterior of any Improvements must be white or off-white in color, except that any window coverings consisting of wooden blinds or shutters may be a natural wood color. Notwithstanding the foregoing, Declarant or the Design Review Board may, from time to time, approve additional colors as acceptable for the portions of the window coverings visible from Streets, Alleys, Common Areas or other Lots. In no event shall an Owner or Builder affix a window screen to the exterior of any window which faces a Street frontage.

No window tinting or reflective coating may be affixed to any window that is visible from any Street, Alley or other portion of the Property, without the prior approval of Declarant (or the Design Review Board, if Declarant hereafter elects to delegate such approval responsibility to an Association). No mirrored coatings will be permitted.

iii. **Yard Ornaments.** Artificial flamingos, deer, spinners, gazing balls, pirogues and such other tableau are prohibited in front yards. Typical seasonal decorations are permitted within season.

**Section 6.6 Rules and Regulations of the Associations.** The Boards of Directors may from time to time adopt rules or amend previously adopted Rules and Regulations governing and regulating (a) the operation, use, maintenance, condition, attractiveness, maintenance, and control of, as well as conduct on and within, their Lots, Common Area and any facilities or services made available to the Owners, and (b) any other matters as to which this Declaration authorizes the adoption of Rules and Regulations by the Boards. This right shall include without limitation the right to approve rental agents and other professionals who do business within Acadia Plantation. The Rules and Regulations of the Associations shall take effect immediately upon approval by their Boards, or at a later date selected by the Boards. If requested by at least ten (10%) percent of the Members, a Community Meeting may be called and any rule or regulation adopted by the applicable Board may be repealed by majority vote of the Members. A copy of the Rules and Regulations of the Associations shall be kept in the registered office of the respective Association and available for review during its normal business hours on each Monday through Friday, except for holidays. Upon acquisition of a Lot, each Owner does agree and acknowledge that said Owner has received a copy of the Rules and Regulations of its Association as of the date of acquisition of the Lot. As additions, deletions or modifications are adopted with respect to the Rules and Regulations adopted pursuant to this Section 6.6, copies of such additions, deletions or modifications shall be mailed to each Member at the last known address for said member as shown in the records of its Association, as determined in Section 18.6. Additional copies of the Rules and Regulations shall be provided to any Member upon payment by said Member for the cost of reproducing same which is hereby set at \$0.50 per page.

**Section 6.7 Framework for Regulation.** Declarant has established a general plan of development for the Property as a master planned community/traditional neighborhood development in order to enhance all Owners' quality of life and collective interests, the aesthetics and environment within the Property, and the vitality of and sense of community within the Property, all subject to the Board of Directors' and the Members' abilities to respond to changes in circumstances, conditions, needs, and desires within the community. The Property is subject to the land development, architectural, and design provisions described in Article 7 and Article 8, the other provisions of this Declaration governing individual conduct and uses of or actions upon the Property, and the guidelines, rules and restrictions promulgated pursuant to this Article, all of which establish affirmative and negative covenants, servitudes, and restrictions on the Property.

All provisions of the Governing Documents, including the Use Restrictions and Rules, shall apply to all Owners, tenants, occupants, guests and invitees of any Lot. Each Owner shall insert a provision in any lease of its Lot informing the lessee and all occupants of the Lot of the Governing Documents, all Use Restrictions and Rules affecting the Lot, the Common Area and Exclusive Common Area; however, failure to include such a provision in the lease shall not relieve any Person of responsibility for complying with the Governing Documents and all Use Restrictions and Rules affecting such Lot.

**Section 6.8 Rulemaking Authority .** Subject to the terms of this Article, the initial Use Restrictions and Rules as set forth in this Article 6 may be modified in whole or in part, repealed or expanded as follows:

a. Subject to the terms of this Article 6 and in accordance with its duty to exercise business judgment on behalf of its Association and its Members, the applicable Board may adopt rules which modify, cancel, limit, create exceptions to, or expand the Use Restrictions and Rules. Such Board shall publish notice of the proposed action in a community newsletter, electronic bulletin board, or by other means which the Board determines will be reasonably effective in disseminating such notice on a community-wide basis, at least thirty (30) days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

b. Any rule adopted by a Board shall become effective thirty (30) days after a properly called meeting of the Board wherein such rule was adopted, as provided in the applicable Bylaws, unless within such thirty (30) day period it is disapproved at a properly called special meeting, as provided in the Bylaws, by Owners or Voting Members representing a majority of the total Class "A" votes and by the Class "B" Member, if any, as set forth in the Bylaws. At any such meeting of the Owners, Owners may vote by proxy, and proxies may be filed by facsimile or other electronic means so long as they meet the requirements of Louisiana law. The Board shall have no obligation to call a meeting to consider disapproval except upon petition of the Owners or Voting Members as required for special meetings as set forth in the Bylaws.

c. The Voting Members, at a meeting duly called for such purpose as provided in the Bylaws, may adopt rules which modify, cancel, limit, create exceptions to, or expand the Use Restrictions and Rules applicable to all of the Property, by a vote of a majority of the total Class "A" votes in the applicable Association and the approval of the Class "B" Member, if any. In addition, the Voting Members from any Village or the Owners from any Neighborhood, may adopt, modify, repeal and create exceptions to rules applicable only to that Village or Neighborhood, respectively, by a vote of a majority of the total Class "A" votes in such Village or Neighborhood and the approval of the Class "B" Member, if any.

d. Notwithstanding the above, after termination of the Class "B" Membership, no amendment to or modification of any Use Restrictions and Rules shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns any portion of the Developable Land.

e. At least thirty (30) days prior to the effective date of any action taken under subparagraph a., b., or c. of this Section, the Board shall send notice of the action to each Owner. The applicable Association shall provide, without cost, a copy of the Use Restrictions and Rules then in effect to any requesting Member or Mortgagee.

f. Nothing in this Article shall authorize a Board or the Members to adopt rules conflicting with the Design Code or addressing matters of architectural control, which shall be governed by the Design Code and other architectural controls described in Article 8.

**Section 6.9 Owners' Acknowledgment and Notice to Purchasers.** All Owners and occupants of Lots are given notice that use of their Lots is limited by the Use Restrictions and Rules as they may be changed in accordance with this Declaration. Each Owner, by acceptance of a deed/act of sale or other act of transfer acknowledges and agrees that the use and enjoyment and marketability of his or her property can be affected by this provision and that the Use Restrictions and Rules may change from time to time.

**Section 6.10 Enforcement of Use Restrictions and Rules.**

a. **Owner's Responsibility.** Each Owner, all family members of Owners and all Owners' guests and tenants shall conform to and abide by the covenants contained in this Declaration and the Rules and Regulations of the Associations. Each Owner shall be responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

b. **Covenants Committee.** The Board of Directors may establish a Covenants Committee to hear any complaints of violations of the covenants and Reservations set forth in this Declaration or the Rules and Regulations of the Associations. Members of the Boards may serve on the Covenants Committee.

c. **Notice, Hearing and Fines.** Each Board, or the Covenants Committee if established by the respective Boards, shall notify any Owner or tenant who is believed to be in violation of this Declaration or the Rules and Regulations of the applicable Association of the violation and provide an opportunity for the Owner or tenant to be heard. After such hearing, the Board or Covenants Committee, as applicable, shall have the right to assess fines, up to a maximum of \$50 for a single violation or \$10 per day for a continuing violation (to be adjusted according to increases in the cost of living) and may restrict the Owner's use of the Common Area for up to sixty (60) days or until remedied, whichever is longer. The primary goal, however, of the Board or Covenants Committee, as applicable, under this Section is not to punish Owners or tenants but to reconcile and resolve problems. The Board or Covenants Committee, as applicable, may suggest or approve dispute resolution agreements and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against an Owner's Lot as an Individual Lot Assessment and shall be secured by the Assessment Lien.

d. **Tenant Violations.** If a tenant is believed to be in violation of the covenants set forth in this Declaration or the Rules and Regulations of the applicable Association, the Board or Covenants Committee, as applicable, shall notify the Owner and tenant and provide an opportunity for hearing. If the Board or Covenants Committee, as applicable, determines after notice and opportunity for hearing that a tenant has violated the covenants set forth in this Declaration or the Rules and Regulations of the Association, the Board or Covenants Committee may assess fines against the Owner as provided in subparagraph c. of this Section. In addition, if the tenant materially violates the covenants set forth in this Declaration or the Rules and Regulations of the Association more than once in any one (1) year period, the Association, by a two-thirds (2/3) vote of the Board, shall have right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints its Association as its agent and attorney-in-fact in such an eviction action. All costs and attorneys' fees related to such action shall be charged to the Owner as an Individual Lot Assessment. Any Owner whose tenant or tenants (whether

under one (1) lease or different leases) violate the covenants set forth in this Declaration or the Rules and Regulations of the Association three (3) times in any one (1) year period may be prohibited from further leasing his Lot for a period of up to one (1) year.

e. **Corrective Action for Lot Maintenance.** If the Board or Covenants Committee, as applicable, determines after notice and hearing that any Owner has failed to maintain any part of the Lot (including the yard and any Garden Wall, Fence, Building, Garden Structure or other structure) in a clean and attractive manner, in accordance with the provisions of this Declaration, the Design Code, the Landscape Code and applicable Rules and Regulations of the applicable Association, such Board or Covenants Committee, as applicable, shall notify the Owner of its findings and may assess fines as provided in subparagraph c. of this Section. If the violation continues for ten (10) days after notice to the Owner of the Board's or Committee's findings, the Association, by a two-thirds (2/3) vote of the Board, shall have the right without liability to enter upon such Lot to correct, repair, restore, pain and maintain any part of such Lot and to have any objectionable items removed from the Lot. The Board may reduce or eliminate the time for notice if it believes the condition creates a hazard to the Property or a risk to the safety of Persons. All costs related to such action shall be assessed to the Owner as an Individual Lot Assessment and shall be secured by the Assessment Lien.

f. **Pets.** After notice and hearing, as more fully set forth in Section 6.5, subparagraph a. of this Declaration, the Board or Covenants Committee, as applicable, may require that an Owner or the tenant of an Owner permanently remove from Acadia Plantation any pet which violates this Declaration or the Rules and Regulations of its Association, or which creates disturbances or annoyances to the reasonable displeasure of other Owners. Nothing in this provision shall prevent the applicable Association from requiring removal of any animal that presents an actual threat to the health or safety of residents or from requiring abatement of any nuisance or unreasonable source of annoyance to other Persons and Owners.

g. **Additional Remedies.** All remedies listed in this Section are non-exclusive and may be applied cumulatively. The Associations shall also have the right to bring suit to enforce the covenants and its Rules and Regulations, as described in this Article 6.

**Section 6.11 Protection of Owners and Others.** Neither the Boards nor the Members may adopt any rule in violation of the following provisions:

a. **Equal Treatment.** Similarly situated Owners and occupants shall be treated similarly; provided, the Use Restrictions and Rules may vary from one (1) portion of the Property to another depending upon housing type, and by Neighborhood and by Village.

b. **Signs and Displays.** The rights of Owners to display religious and holiday signs, symbols, and decorations on their Lots of the kinds normally displayed in or outside of residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions (including design criteria) for the purpose of minimizing damage and disturbance to other Owners and occupants. No rules shall regulate the content of political signs; however, rules may reasonably regulate the time, place and manner (including design criteria) of posting such signs.

c. **Household Composition.** No rule shall interfere with the freedom of occupants of Lots to determine the composition of their households, except that the Residential Association shall have the power to require that all occupants be members of a single housekeeping unit

and to limit the total number of occupants permitted in each Lot on the basis of the size and facilities of the Lot and its fair use of the Common Area.

d. **Activities Within Lot.** No rule shall interfere with the activities carried on within the confines of structures on Lots, except that the Residential Association may prohibit activities not normally associated with property restricted to residential or home office use, and it may restrict or prohibit any activities that create monetary costs for the Residential Association or other Owners, that create a danger to the health or safety of occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible outside the Lot, that block the views from other Lots, or that create an unreasonable source of annoyance to other Persons and Owners.

e. **Allocation of Burdens and Benefits.** The initial allocation of financial burdens and rights to use Common Areas among the various Lots shall not be changed to the detriment of any Owner over that Owner's objection expressed in writing to the applicable Association. Nothing in this provision shall prevent such Association from changing the Common Area available, from adopting generally applicable rules for use of Common Area, or from denying use privileges to those who abuse the Common Area, violate the Governing Documents, or fail to pay Assessments. This provision does not affect the right to increase the amount of Assessments as provided in Article 12.

f. **Alienation.** No rule shall prohibit leasing or transfer of any Lot, or require consent of the applicable Association or Board for transfer or leasing of any Lot for a period of one (1) year or longer. Such Association shall not by rule impose any fee on the transfer of any Lot greater than an amount based on the costs to the Association of the transfer; however, this provision shall not preclude imposition of transfer or similar fees for the benefit of the Association or other entities pursuant to other recorded covenants.

g. **Abridging Existing Rights.** If any rule would otherwise require Owners or occupants of Lots to dispose of personal property which they maintained in or on the Lot prior to the effective date of such rule, and in compliance with all rules in force at that time, such rule shall not apply to any such Owners without their written consent unless the rules were in effect at the time such Owners or occupants acquired their interest in the Lot.

h. **Reasonable Rights to Develop.** No rule or action by an Association or Board shall impede Declarant's right to develop the Property.

Nothing herein shall be construed as a limitation on amendments adopted in accordance with Article 23.

## ARTICLE 7 URBAN REGULATING STANDARDS AND BUILDING RESTRICTIONS

### Section 7.1      General.

a. Article 7 sets forth specific building restrictions and other covenants relating to the construction of Improvements on each Lot. It is expressly noted that the section in the Design Code titled Urban Regulating Standards also addresses such requirements. In the event of any inconsistency between a provision contained in this Article 7 and a provision contained in the Urban Regulating Standards, the provision contained in the Urban Regulating Standards of the Design Code shall control. The Urban Regulating Standards consist of the Urban

Regulations and Frontage Standards, the Building Type Guidelines, the Phasing Plan, and the Open Space Network.

b. All Dwellings and other Buildings and Improvements constructed on each Lot shall be designed and constructed in accordance with the requirements applicable to the Building type designation assigned to that particular Lot in the Design Code, in addition to such other requirements as are provided in this Declaration and elsewhere in the Design Code. Height restrictions, use restrictions, allowed Building typology, placement requirements, parking requirements, Setback requirements, requirements concerning Porches, Fences and/or Garden Walls, and other building restrictions are all set forth in the Design Code and incorporated in this Article 7.

**Section 7.2 The Transect and Its Components.** The Design Code is developed around *The Transect*, a system of land classifications described in *The Lexicon of the New Urbanism*, which incorporates a fine-grained network of Lot distinctions. These characteristics follow the natural internal structure of an authentic Neighborhood and serve to create the structure of the community of Acadia Plantation. This structure is expressed in three (3) urban zones, called Village Zones: Village Center, Village General, and Village Edge. In addition, the Design Code creates an additional type of division within each of the Village Zones. For example, in Village Center, there is Village Center I, Village Center II and Village Center III. The same sub-division applies to Village General and Village Edge.

a. **Village Center.** Village Center is the focus of the Neighborhoods' civic Buildings and social activity, incorporating retail, workplaces, more dense residential structures and connecting directly to other parts of the Neighborhood through a network of carefully articulated vehicular and pedestrian thoroughfares. As such, it is the densest graining of land subdivision in the Neighborhood. The Streets are generally designed with formalized on-street parking characterized by Avenues and Main Streets. Buildings placed either at or near the right-of-way line further reinforce the Street Edge and public character. There is no minimum square footage for Buildings within Village Center. Example uses in Village Center I and III include coffee shops; restaurants; retail shops; drugstores; florists; hardware, grocer, furniture, and video stores; barber shops/salons; insurance/travel agencies; dry cleaners (pick-up only); medical/dental offices; professional offices; banks; day cares; surgical centers; health clubs; garden centers; home accessories; hotels, and residential uses. Example uses in Village Center II include multi-family for rent (Apartments and assisted living) and for sale (condominiums and townhouses).

b. **Village General.** Village General is the element of The Transect which focuses principally on residential use with a minimum of other potential uses and constitutes the majority of the type of the land uses in Acadia Plantation. Streets and Boulevards generally characterize the thoroughfare makeup within the Village General.

c. **Village Edge.** Village Edge is the least dense, purely residential Village Zone characterized principally by its rural character. Generally, more luxurious Setbacks at its frontage, sides, and rear result in Blocks of low-density edge yard treatment. The Streets are generally less formal being characterized by Roads instead of Streets and parkways instead of Avenues.

### **Section 7.3 Permitted Building Types in Village Center.**

a. The permitted Building types in Village Center I are:

- (1) Commercial;
- (2) Live/Work, and
- (3) Civic.

b. The permitted Building types in Village Center II are:

- (1) Commercial;
- (2) Live/Work;
- (3) Courtyard Apartments;
- (4) Mansion Apartments;
- (5) Townhouses;
- (6) Multi-family Residential Apartments; and
- (7) Civic.

c. The permitted Building types in Village Center III are:

- (1) Commercial; and
- (2) Civic.

**Section 7.4 Permitted Building Types in Village General.** The permitted Building types in Village General I, Village General II, and Village General III are:

- a. Cottage Houses;
- b. Village Houses;
- c. Neighborhood Houses, and
- d. Civic.

**Section 7.5 Permitted Building Types in Village Edge.**

a. The permitted Building types in Village Edge I and Village Edge II are:

- (1) Neighborhood Houses; and
- (2) Civic.

b. The permitted Building types in Village Edge III are:

- (1) Edge Houses; and
- (2) Civic.

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**Section 7.6 Setbacks Applicable to Building Types in Village Center.**

- a. **Commercial; Village Center I; Front.** None.
- b. **Commercial; Village Center I; Left.** None.
- c. **Commercial; Village Center I; Right.** None.
- d. **Commercial; Village Center II; Front.** Mandatory ten (10') feet.
- e. **Commercial; Village Center II; Left.** None.
- f. **Commercial; Village Center II; Right.** None.
- g. **Commercial; Village Center III; Front.** Ten (10') feet.
- h. **Commercial; Village Center III; Left.** Ten (10') feet.
- i. **Commercial; Village Center III; Right.** Ten (10') feet.
- j. **Live/Work; Village Center I; Front.** None.
- k. **Live/Work; Village Center I; Left.** None.
- l. **Live/Work; Village Center I; Right.** None.
- m. **Live/Work; Village Center II; Front.** Mandatory ten (10') feet.
- n. **Live/Work; Village Center II; Left.** None.
- o. **Live/Work; Village Center II; Right.** None.
- p. **Courtyard Apartments; Village Center II; Front.** Mandatory three (3') feet.
- q. **Courtyard Apartments; Village Center II; Left.** Five (5') feet.
- r. **Courtyard Apartments; Village Center II; Right.** Five (5') feet.
- s. **Mansion Apartments; Village Center II; Front.** Mandatory three (3') feet.
- t. **Mansion Apartments; Village Center II; Left.** Five (5') feet.
- u. **Mansion Apartments; Village Center II; Right.** Five (5') feet.
- v. **Townhouse; Village Center II; Front.** Mandatory three (3') feet.
- w. **Townhouse; Village Center II; Left.** None.
- x. **Townhouse; Village Center II; Right.** None.

**Section 7.7 Setbacks Applicable to Building Types in Village General.**

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- feet. a. **Cottage House; Village General I; Front.** Mandatory seven and one-half (7.5')
- b. **Cottage House; Village General I; Left.** Minimum five (5') feet.
- c. **Cottage House; Village General I; Right.** Minimum five (5') feet.
- d. **Cottage House; Village General I; Rear (Non-Alley).** Minimum ten (10') feet.
- e. **Cottage House; Village General II; Front.** Mandatory ten (10') feet.
- f. **Cottage House; Village General II; Left.** Minimum five (5') feet.
- g. **Cottage House; Village General II; Right.** Minimum five (5') feet.
- h. **Cottage House; Village General II; Rear (Non-Alley).** Minimum ten (10') feet.
- i. **Cottage House; Village General III; Front.** Mandatory fifteen (15') feet.
- j. **Cottage House; Village General III; Left.** Minimum five (5') feet.
- k. **Cottage House; Village General III; Right.** Minimum five (5') feet.
- l. **Cottage House; Village General III; Rear (Non-Alley).** Minimum ten (10') feet.
- feet. m. **Village House; Village General I; Front.** Mandatory seven and one-half (7.5')
- n. **Village House; Village General I; Left.** Minimum five (5') feet.
- o. **Village House; Village General I; Right.** Minimum five (5') feet.
- p. **Village House; Village General I; Rear (Non-Alley).** Minimum ten (10') feet.
- q. **Village House; Village General II; Front.** Mandatory ten (10') feet.
- r. **Village House; Village General II; Left.** Minimum five (5') feet.
- s. **Village House; Village General II; Right.** Minimum five (5') feet.
- t. **Village House; Village General II; Rear (Non-Alley).** Minimum ten (10') feet.
- u. **Village House; Village General III; Front.** Mandatory fifteen (15') feet.
- v. **Village House; Village General III; Left.** Minimum five (5') feet.
- w. **Village House; Village General III; Right.** Minimum five (5') feet.
- x. **Village House; Village General III; Rear (Non-Alley).** Minimum ten (10') feet.
- y. **Neighborhood House; Village General I; Front.** Mandatory seven and one-half (7.5') feet.

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- z. **Neighborhood House; Village General I; Left.** Minimum five (5') feet.
- aa. **Neighborhood House; Village General I; Right.** Minimum five (5') feet.
- bb. **Neighborhood House; Village General I; Rear (Non-Alley).** Minimum ten (10') feet.
- cc. **Neighborhood House; Village General II; Front.** Mandatory ten (10') feet.
- dd. **Neighborhood House; Village General II; Left.** Minimum five (5') feet.
- ee. **Neighborhood House; Village General II; Right.** Minimum five (5') feet.
- ff. **Neighborhood House; Village General II; Rear (Non-Alley).** Minimum ten (10') feet.
- gg. **Neighborhood House; Village General III; Front.** Mandatory fifteen (15') feet.
- hh. **Neighborhood House; Village General III; Left.** Minimum five (5') feet.
- ii. **Neighborhood House; Village General III; Right.** Minimum five (5') feet.
- jj. **Neighborhood House; Village General III; Rear (Non-Alley).** Minimum ten (10') feet.

**Section 7.8 Setbacks Applicable to Building Types in Village Edge.**

- a. **Neighborhood House; Village Edge I; Front.** Mandatory fifteen (15') feet.
- b. **Neighborhood House; Village Edge I; Left.** Minimum seven and one-half (7.5') feet.
- c. **Neighborhood House; Village Edge I; Right.** Minimum seven and one-half (7.5') feet.
- d. **Neighborhood House; Village Edge I; Rear (Non-Alley).** Minimum twenty (20') feet.
- e. **Neighborhood House; Village Edge II; Front.** Mandatory twenty (20') feet.
- f. **Neighborhood House; Village Edge II; Left.** Minimum ten (10') feet.
- g. **Neighborhood House; Village Edge II; Right.** Minimum ten (10') feet.
- h. **Neighborhood House; Village Edge II; Rear (Non-Alley).** Minimum ten (10') feet.
- i. **Edge House; Village Edge III; Front.** Mandatory thirty (30') feet.
- j. **Edge House; Village Edge III; Left.** Minimum ten (10') feet.
- k. **Edge House; Village Edge III; Right.** Minimum ten (10') feet.

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- i. **Edge House; Village Edge III; Rear (Non-Alley).** Minimum twenty (20') feet.

**Section 7.9 General Instructions for Building Types in Village Center, Village General, and Village Edge.**

- a. **Reserve.** Reserves shall exist in the Village Zones, albeit temporary.
- b. **Civic Uses.** Specific area shall be reserved for civic Buildings as shown in the Urban Regulating Master Plan, through Civic Building Reservations, prepared by Architects Southwest.
- c. **Corner Lots.** Buildings occurring on Corner Lots shall show primary facades to both frontages.

**Section 7.10 General Instructions for Building Types in Village Center.**

- a. **Building Use.** All Building types shall permit commercial use at the first Story level and residential or office use at all Stories above the first level.
- b. **Outbuildings.** Outbuildings are allowed only at Townhouses in Village Center. Outbuildings shall permit living and limited office use, with a maximum size of five hundred (500') square feet.
- c. **Parking.** Automobile storage of adequate size and access shall be provided within the Lots in Village Center in accordance with the TND Ordinance.

**Section 7.11 General Instructions for Building Types in Village General.**

- a. **Building Use.** All Building Types shall require residential use at all Stories of the principal structure.
- b. **Outbuildings.** Outbuildings shall permit living and limited office use.
- c. **Parking.** Automobile Storage of adequate size and access shall be provided within the Lots in Village General at the minimum ratio of one (1) place per Dwelling but not more than three (3) covered spaces. Access to parking off primary Streets may be frontal or side as set forth in the Building Type Guidelines. Additional uncovered parking on Alleys may be constructed of brick or grasscrete.

**Section 7.12 General Instructions for Building Types in Village Edge.**

- a. **Building Use.** All Building Types shall require residential use at all Stories of the principal structure.
- b. **Outbuildings.** Outbuildings shall permit living and limited office use.
- c. **Parking.** Horseshoe drives are allowed only on the Lot frontages of estate Lots which are non-Alley Loaded Lots.

**Section 7.13 Horizontal Placement Instructions for Village Center.**

a. **Façade.** The placement of the façade at the principal frontage shall be mandatory unless otherwise shown, showing no more than two (2) corners to the frontage.

b. **Fences and Garden Walls.** In the absence of Buildings, Garden Walls and gates shall be built on the Frontage Line.

c. **Corner Lots.** Placement of Corner Lots is to be coordinated with the City of Thibodaux Line of Site Studies.

d. **Parking.** Parking should be located in the center of the Block. The parking and sidewalk system shall be landscaped to provide shade and shelter and a Street Wall buffer. It shall provide through-Block connectors to provide accessibility between parking and Building frontages at intervals not to exceed one hundred fifty (150') feet.

#### **Section 7.14 Horizontal Placement Instructions for Village General.**

a. **Façade.** The placement of the façade at the front Setback shall be mandatory unless otherwise shown. Buildings should show no more than three (3) corners to the frontage. Buildings on Corner Lots shall present primary facades to both Streets.

b. **Fences and Garden Walls.** Where provided, Fences and gates shall be built on the primary Frontage Line only. Garden Walls and gates shall not be built on the Frontage Line but may be built on the front Setback line. Buildings on Corner Lots may have a Garden Wall and gates at only one (1) of its Frontage Lines when approved by the Design Review Board in advance.

c. **Corner Lots.** Buildings on Corner Lots shall hold clear a view triangle, defined by two (2) points thirty (30') feet from the intersection of the curbs extended.

d. **Parking.** Garages shall be entered from the rear Alley or lane, if provided. See Placement Diagrams, prepared by Architects Southwest, for Alley-Loaded Lot parking accommodations.

#### **Section 7.15 Horizontal Placement Instructions for Village Edge.**

a. **Façade.** The placement of the façade at the front Setback shall be mandatory unless otherwise shown. Buildings should show no more than four (4) corners to the frontage. Buildings on Corner Lots shall present primary facades to both Streets.

b. **Fences and Garden Walls.** Where provided, Fences and gates shall be built on the primary Frontage Line only. Garden Walls and gates shall not be built on the Frontage Line but may be built on the front Setback line. Buildings on Corner Lots may have a Garden Wall and gates at only one (1) of its Frontage Lines when approved by the Design Review Board in advance.

c. **Corner Lots.** Buildings on Corner Lots shall hold clear a view triangle, defined by two (2) points thirty (30') feet from the intersection of the curbs extended.

d. **Parking.** Garages shall be entered from the rear Alley or lane, if provided. Where Lots are not Alley-Loaded, parking placement shall be a minimum of thirty (30') feet

behind the façade with a maximum of a single width Driveway not exceeding twelve (12') feet from the frontage to the façade line.

**Section 7.16 Vertical Placement Instructions for Village Center.**

- a. **Porches, Balconies, and Stoops.** Porches, balconies, and Stoops shall be provided in any one of the combinations shown in the Placement Diagrams.
- b. **Main Floor.** The first floor level shall be elevated above the sidewalk grade a minimum of two (2') feet, six (6") inches, except that commercial uses shall be near the sidewalk grade.
- c. **Main Floor Height.** The first Story interior clear height shall be no less than twelve (12') feet nor more than fourteen (14') feet.
- d. **Maximum Building Height.** The maximum Building height shall be three (3) Stories.

**Section 7.17 Vertical Placement Instructions for Village General.**

- a. **Porches, Balconies, and Stoops.** Porches, balconies, and Stoops shall be provided in any one of the combinations shown on the Architectural Typologies, as set forth in Design Code.
- b. **Main Floor.** The first floor level shall be elevated above the leading edge of the sidewalk grade at the R/W a minimum of two (2') feet, six (6") inches.
- c. **Main Floor Height.** The first Story interior clear height shall be no less than ten (10') feet nor more than twelve (12') feet.
- d. **Maximum Building Height.** The maximum Building height shall be two and one-half (2 ½) Stories.

**Section 7.18 Vertical Placement Instructions for Village Edge.**

- a. **Porches, Balconies, and Stoops.** Porches, balconies, and Stoops shall be provided in any one of the combinations shown on the Architectural Typologies, as set forth in the Design Code.
- b. **Main Floor.** The first floor level shall be elevated above the leading edge of the sidewalk grade at the R/W a minimum of two (2') feet, six (6") inches.
- c. **Main Floor Height.** The first Story interior clear height shall be no less than ten (10') feet nor more than twelve (12') feet.
- d. **Maximum Building Height.** The maximum Building height shall be two and one-half (2 ½) Stories.

**ARTICLE 8  
ARCHITECTURAL AND LANDSCAPING STANDARDS**

**Section 8.1 Applicability.** If Declarant has reserved rights of architectural or design review and control over any portion of the Property pursuant to any contract, deed, covenant or other recorded instrument outside of this Declaration, then the provisions of such instrument shall control as to any matter within the scope of this Article, and approval by Declarant pursuant to such instrument of any matter within the scope of this Article shall be deemed full compliance with this Article unless, and except to the extent that:

- a. Declarant has assigned in writing any or all of its reserved rights under such instrument to the Design Review Board established pursuant to this Article; or
- b. Declarant has recorded an instrument in the public records of Lafourche Parish, Louisiana declaring its intent that this Declaration thereafter control as to any matter within the scope of this Article.

**Section 8.2 General.**

a. Except as otherwise provided above, no structure shall be constructed, placed, erected or installed upon any portion of the Property and no Improvements (including staking, clearing, excavation, grading, and other site work, exterior alteration of existing Improvements, and plantings or removal of landscaping materials) shall take place within the Property except in compliance with this Article and the Design Code. The Architectural Standards and Architectural Typologies referred to and defined herein shall be set forth on Exhibit "F" attached hereto and made a part hereof. In the event of any inconsistency between the provisions of this Declaration and the provisions and information contained in Exhibit "F", the provisions and information contained in Exhibit "F" shall control.

b. This Article shall not apply to the activities of Declarant during the Class "B" Control Period.

c. This Article may not be amended without the written consent of Declarant so long as Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

**Section 8.3 Evaluation of Proposed Improvements.** Plans for proposed Improvements will be evaluated as to whether the Improvements:

- a. integrate, and harmonize with Declarant's natural setting and distinct architectural traditions;
- b. are compatible with neighboring Improvements;
- c. are highly functional, of high quality and distinctive in appearance;
- d. promote interaction among the residents of Acadia Plantation; and
- e. meet or exceed standard expectations for warmth, substance and durability.

If it is determined that particular Improvements will not adequately satisfy the design philosophy of Declarant, approval may be withheld, even though the plans comply with the specific requirements and prohibitions contained in the Design Documents.

#### **Section 8.4 Architectural and Design Review.**

a. **Function of Design Review Process.** The function of design review is to encourage the architectural harmony of Acadia Plantation.

b. **Declarant Review.** Each Owner, by accepting a deed or other act of sale or transfer, or other instrument conveying any interest in any portion of the Property, acknowledges that, the Declarant is an owner of significant portions of the Property and it has a substantial interest in ensuring that the Improvements within the Property enhance the development and do not impair Declarant's or its assignees' ability to market, sell, or lease additional property. Therefore, each Owner agrees that no Work shall be commenced on the Owner's Lot unless and until Declarant, or its assignee, along with the prior approval of the Design Review Board pursuant to Section 8.4, subparagraph c., has given its prior written approval for such Work, which approval may be granted or withheld in Declarant's or its assignee's discretion. In reviewing and acting upon any request for approval, Declarant or its assignee shall be acting in its own interest and shall owe no duty to any other Person. The rights reserved to Declarant under this Article shall continue so long as Declarant owns any portion of the Property or any immovable property subject to annexation pursuant to this Declaration, unless earlier termination in a written instrument executed by Declarant and recorded in the public records of Lafourche Parish, Louisiana.

c. **Design Review Board.**

(1) The Design Review Board is an agency, department or division of the Residential Association and the Commercial Association, and has the right to exercise control over all construction within the Property and review all modifications to structures and Improvements, including but not limited to painting, renovations, and landscaping. Initially, the Design Review Board shall be appointed by the Declarant and shall consist of three (3) members. Until such time as Declarant has sold all of the Lots in Acadia Plantation or no longer wishes to appoint members of the Design Review Board, the Design Review Board shall be appointed by the Board of the Residential Association and shall consist of three (3) members. Should such Board wish to declare that there be an increase in the number of members serving on the Design Review Board, it may do so at a regularly called meeting of the Board of Directors, except that during the Class "B" Control Period, no change in the members of the Design Review Board may be made by the Board without the approval of the Declarant. The members of the Design Review Board need not be Members of an Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Boards. The Boards may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. In addition, the Design Review Board may, with the prior approval of the Boards, retain architects, engineers or other professionals to assist in the review of any application and the Association may charge any fees incurred for such assistance to the applicant. The Design Review Board may also establish a Modifications Committee, with the approval of the Boards, to review and approve any proposed modifications of Property which are submitted at least two (2) years after a Certificate of Substantial Conformance is issued in accordance with Section 8.14, subparagraph f.

(2) Declarant may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article or other recorded instruments to the Design Review Board appointed by the Board of Directors, subject to (i) the right of