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THREE RIVERS ISLAND SECOND FILING

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THREE RIVERS ISLAND, SECOND FILING

**"A LIMITED ACCESS"
"PLANNED WATERFRONT COMMUNITY"**

Subdivision Restrictions

STATE OF LOUISIANA

PARISH OF ASCENSION

Be it known that on this 20th day of July, 2006, before me, a Notary Public duly commissioned and qualified, within and for the Parish and State aforesaid, and in the presence of the undersigned, competent witnesses, personally came and appeared:

SWANSON GENERAL CONTRACTORS, INC., a Louisiana corporation, organized and existing under the laws of the State of Louisiana, represented herein by Gregory J. Swanson, President, duly authorized by virtue of a corporate resolution, on file and of record in the office of the Clerk and Recorder for the said Parish and State (hereinafter "Swanson"); and

ASCENSION PROPERTIES, INC., a Louisiana corporation, organized and existing under the laws of the State of Louisiana, represented herein by ~~Chris M. Erin~~ ~~Ingram, President~~, duly authorized by virtue of a corporate resolution, on file and of record in the office of the Clerk and Recorder for the said Parish and State (hereinafter "Ascension"); and

AMY LASSERE MIKE, born Lassere, a resident of lawful age of the Parish of Lafourche (hereinafter "Mike"),

who declared that Appearers are the owners of all the following described property:

That certain tract of land located in Sections 31 and 32, T9S, R5E, Livingston Parish, Louisiana, being shown and described as Lots 61 through 240, inclusive, on that certain plat entitled "FINAL PLAT OF THREE RIVERS ISLAND, SECOND FILING" dated October 26, 1999, prepared by McLin Surveying Company, and recorded in the official records of Livingston Parish, Louisiana on October 26, 1999, under Instrument Number 434509.

Appearers declare that it is their intention, and that they do, by these presents, make and establish the following restrictive covenants, which shall effect all lots in said subdivision, and



shall be binding upon all subsequent owners and occupants of said property, as follows, to-wit: Lots 61 through 240, Three Rivers Island Subdivision, Second Filing.

1.

The Residential Tract shall be known as "Three Rivers Island Subdivision, Second Filing". The following restrictions, unless specifically stated otherwise therein, are intended to apply to Three Rivers Island Subdivision, Second Filing.

2.

Residential property is limited to being used to accommodate one (1) living unit per lot. Any multiple dwelling is prohibited.

3.

No building may be constructed nor may any building be moved onto the subject property without first securing the written approval of the Architectural Control Committee, on application by the purchaser from which date a decision shall be rendered within thirty (30) days. Swanson shall issue permits for completion with a specified time from commencement. All approvals shall be subject to the time limitations set forth in paragraph 21, below.

4.

The Architectural Control Committee (hereinafter referred to as the "Committee") shall consist of:

GREGORY J. SWANSON, President of Swanson General Contractors, Inc., Inc., or his assignee, 38390 Hwy. 42, Suite B, Prairieville, LA 70769; Phone (225) 677-8463 (hereinafter sometimes referred to as "Developer").

The only member of the Committee shall be the Developer, or his assignee, until such time as Developer shall release this right to lot owners in the subdivision. The Committee shall serve without pay and shall check all building plans to ascertain their compliance with all of the restrictions as set forth herein. The decision of the Committee, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and cannot be appealed. The Committee's approval or disapproval as required in these covenants shall be in writing. No construction shall be started until the plans have been approved in writing by the said Committee or its representative. A complete set of plans and specifications shall be submitted to the Committee and will be retained on file by the Committee. In the event the Committee or its designated representative fail to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, as aforesaid, in writing, or in any

event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been duly complied with.

Developer reserves the right to add new members to the Architectural Control Committee, at his sole discretion.

5.

No tents, motor homes, campers, house boats, or other types of temporary dwellings shall be moved upon or moved against said property and used for temporary or permanent residency. However, Developer reserves the right to operate sales and/or developmental business from a temporary building. Developer reserves the right to add additional floor plans and to increase the size of floor plans.

6.

No vehicles, other than gas or electric golf carts are permitted unless otherwise approved by Developer. Any other type of motorized vehicles will not be allowed unless otherwise approved by Developer. Parking of vehicles owned by lot owners shall be confined to the designated parking lot located on the west side of Petite Amite River. Parking for guests and invitees of lot owners shall be confined to the guest parking lot, when available. No television (or other) satellite dish larger than 24 inches in diameter may be installed on any lot except with the prior written approval of the Developer.

7.

No structure shall be located any nearer to the river than allowed by the Corps of Engineers and approved by Developer. The exact location of a dwelling on any lot shall be approved by Developer in its sole discretion. Developer reserves the right to alter the layout and the corresponding sideline requirement. Basements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision plat. No fence shall be erected on any lot unless approved by the Architectural Control Committee, who shall have the sole discretion in approving all fencing as to style, height, fencing material, gates, poles and the placement of the fence. Solid fences shall not be erected on rear yards (facing the river) of any lots in any manner that obscures the view of the river as determined in the sole discretion of the Architectural Control Committee. Metal poles on wooden fences shall not be visible except to the lot owner who installed the fence.

8.

No structure shall be finished in any material other than pre-approved siding. Masonite lap siding is expressly prohibited, as is felt, paper, rolled siding, imitation brick siding and concrete blocks. Notwithstanding the foregoing, all exterior applications must be approved by

the Developer. Roofing materials must be a minimum of 30-year architectural shingles. The Architectural Control Committee must approve building materials list and exterior colors, which is to be submitted with plans. Structure of a temporary character shall not be used on any lot at any time. No building may be occupied as a dwelling or used as a dwelling unless the exterior of the residence and all requirements as set forth in these restrictive covenants have been satisfied.

9.

Individual lot owner(s) shall not be permitted under these restrictions to complete a permanent Bulkhead along the water's edge of property unless individual permission is obtained from the Corps of Engineers and approved by the Architectural Control Committee.

10.

Minimum roof pitch allowed on residence is 7/12, with a minimum 30-year architectural shingle, unless otherwise approved by Developer.

11.

No cabanas or covered decks may be constructed by lot owners, unless Developer and adjacent lot owners approve plans. Additionally, Developer reserves the right to install any number of decks or access paths within the 50-foot all purpose utility servitude as shown on the subdivision plat and to limit the usage thereof to particular lot owners. No outside lines, outside television antennas, satellite dishes, above-ground improvements, including without limitation, basketball goals, swing sets, children playhouses, hanging devises, boat slips and covers, walkways or piers shall be allowed without the prior written consent of the Architectural Control Committee. Exterior site lighting and security lighting shall not infringe on adjacent neighbors. Outside music shall not be played so loudly that it is considered a nuisance to neighbors in the sole discretion of the Architectural Control Committee.

12.

Individual lot owners shall be designated one boat slip for each lot owned. The designated boat slip will be more particularly identified on that certain map attached hereto as Exhibit "A". The width of each individual boat slip area cannot exceed 21 feet in width. Any improvements placed in this boat slip area must fit within the confines of a 21-foot width area. The covers to said boat slip must match the exterior of the house and cannot block the view of adjacent cottages. The layout of the boat slip must comply with "permit" and be approved by the Developer. The lot owner understands that the designated boat slip area identified on the aforesaid map is subject to the interests of the State of Louisiana and the United States of America as stated in the Permit with the U.S. Corps of Engineers incorporated herein by reference. The interests of the State of Louisiana and the United States of America may require the removal of the improvements to said boat slip without compensation for the cost of their removal. Each lot owner with a reserved boat slip area must leave unobstructed a cross servitude

of passage for pedestrian passage between boat slip areas. Each individual lot owner is allowed to traverse this cross servitude by foot. This cross servitude is more particularly described as a 4-foot strip starting from the water's edge and proceeding back toward the cart path.

13.

Three Rivers Island Subdivision, Second Filing, shall be served by a subdivision Sewer System, in accordance with Parish and State regulations. Three Rivers Island Subdivision, Second Filing, shall be served by a private water system in accordance with requirements of the Parish Health Department and State Board of Health.

14.

Three Rivers Island Subdivision, Second Filing, will have either overhead electrical service or underground utilities, to be contained within the "50-Foot All Purpose Utility Servitude" shown on the subdivision plat. Shared use decks, as contemplated by Paragraph 11 may be installed by Developer within the servitude.

15.

It is the responsibility of the purchaser to provide for offsite garbage disposal at purchaser's expense and the accumulation of or disposal of any garbage or other solid debris on subject property is prohibited. Garbage service shall be handled through Three Rivers Island Property Owners Association dues. Developer will provide a dumpster in the Three Rivers Island designated parking area for the exclusive use of the lot owners of Three Rivers Island. The Three Rivers Island Property Owners Association will provide for the upkeep and maintenance of the dumpster and the dumpster site.

16.

Parking will be in the designated area within the west side of Petite Amite River. The parking area will be operated by the record owner of the parking area, and each lot owner will be allotted one parking space per lot, at the sole discretion of the record owner. Parking shall be considered a privilege, not a right, and the record owner shall have the right to revoke this privilege at any time, for any reason, in its sole discretion. A fee of \$300.00 per year will be paid annually to the record owner of the parking area by each lot owner. This fee shall cover the cost of acquisition, construction, maintenance and operation of the parking lot, as well as the fence and gate for Three Rivers Island, and if constructed, a boat launch. The parking lot will be limestone, gravel or some other similar surface. There will be open parking, with no reserved spaces. The record owner will rent covered parking spaces for golf carts for an additional fee of \$50.00 per month, subject to availability. Parking fees are subject to change at the sole discretion of the record owner of the parking area. The record owner will give a minimum of thirty (30) days notice of any fee change to the lot owner. The changes will be effective on January 1st of the following year. The record owner shall not be responsible for theft, damage, vandalism, etc.

in the parking area. The lot owner, their guests and invitees, shall park at their own risk. The record owner shall have lien rights for unpaid parking lot fees and shall be entitled to tow vehicles if the parking fees are more than thirty (30) days past due.

17.

No noxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to one's neighbor or the neighborhood. What may be an activity that is offensive, noxious, annoying or a nuisance shall be the sole discretion of the Architectural Control Committee.

18.

These covenants prohibit the resubdivision of any lots from any dimension or size other than those shown on the official recorded plat. However, this covenant shall not prohibit the use of more than one (1) lot for one (1) residence. Notwithstanding this prohibition to the resubdivision of lots, any lot may be resubdivided with the express written consent and permission of the Architectural Control Committee. The Developer reserves the right to make changes in lot sizes.

19.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lots except that dogs, cats, or other household pets are permitted, provided that they are not kept, bred or maintained for commercial purpose or in such numbers or condition as may be offensive to other property owners in the subdivision in the sole discretion of the Architectural Control Committee and further provided that they are kept confined or on a leash controlled by the owner if outdoors or within the subdivision.

20.

Each individual lot owner will sod the lot from the cart path to the side door of the residence prior to occupancy. The Architectural Control Committee will monitor this covenant and shall have the right to enforce compliance. Each individual lot owner shall be responsible for the maintenance of all landscaping on his lot and for maintaining his lot, in a clean and orderly fashion at all times. Individually owned vacant lots must also be maintained regularly to prohibit unsightly growth of grass, weeds, etc. In the event a lot becomes unsightly, with grass, weeds or growth in excess of twelve (12) inches in height, or if debris accumulates on the property, the Architectural Control Committee shall have the right to demand maintenance of the lot by the lot owner in written notice, by Certified Mail. Failure of the individual lot owner to comply with the request of the Architectural Control Committee's request for maintenance within 10 days of receipt shall give the Architectural Control Committee the right to hire someone for clean-up and/or mowing, and forward amount of bill to the lot owner for reimbursement by the lot owner. The cost thereof shall be assessed against the lot owner, and lot owner is obligated to

reimburse the person paying the cost thereof within fifteen (15) days of notification of said amount due. The person paying for such cost shall have lien rights against the offending lot.

21.

Should construction of a prospective residence, building or structure not be commenced within six (6) months after approval by the Architectural Control Committee, and be pursued diligently thereafter, or should construction not be completed within twelve (12) months after the approval, then the approval of the Architectural Control Committee shall be automatically withdrawn. The Architectural Control Committee may grant extensions of its approval from time to time for good cause stated. Should construction not commence or be completed for reasons beyond the control of the owner or his contractor, such acts of God, strikes, national calamity or similar events, then the time deadlines provided herein shall be extended by the Architectural Control Committee in proportion to the delay caused by the event.

22.

Developer herein makes no warranty as to soil conditions on the lots herein contained.

23.

Each lot owner shall be required to become a member of the Three Rivers Island Property Owners Association (hereinafter referred to as the "Association"). The Association shall enforce these subdivision restrictions, and the restrictions for future filings, represent the subdivision in any public matters affecting the subdivision, promote subdivision activities, and provide for the maintenance of subdivision entrances, common areas, bridge over the Petite Amite River, and the lights along the bridge and cart path. The Association will collect yearly dues as fixed by the Board of Directors. Until the Board of Directors sets a different amount, the yearly dues shall be \$200.00, due and payable on or before the first day of January of each year. Lien rights will exist to enforce the collection of dues. Swanson and Ascension shall be members of the Association and shall have one vote per lot owned; provided, however Swanson and Ascension shall be specifically exempted from payment of all dues and assessments pertaining to lots owned by them until the permanent dwelling has been completed and the certificate of occupancy has been issued. At this time, Swanson and Ascension shall be responsible for the payment of dues as provided above. Dues for the first year shall be paid by the lot purchaser at closing, and shall be prorated for the year. Notwithstanding anything contained herein to the contrary, Developer shall have control of the Association until 100% of all lots are sold to end users, or such shorter period of time as may be determined by Developer in its sole discretion.

24.

Swanson will provide subdivision mailboxes to be located in the Three Rivers Island designated parking area, at a cost of \$150.00 per mailbox, subject to availability.

25.

Developer reserves the right to construct, or install, certain amenities on Three Rivers Island, Second Filing, the installation of which shall not be a violation of these restrictions.

26.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots covered by these covenants shall have been recorded, agreeing to change said covenants in whole or in part. Notwithstanding the foregoing, these restrictions may be amended in whole or in part at any time by an instrument signed by Swanson, Ascension and the owners of 75% of the lots in said subdivision.

27.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof and the latter provisions shall remain in full force and effect.

28.

No trees may be removed with the written permission of Developer.

THUS DONE AND SIGNED at my office in St. Amant, Louisiana, by said Appearer in the presence of the undersigned competent witnesses and me, Notary, on the date first above written.

WITNESSES:

Alan Smith
Alan Smith
Carrie L. Cove
CARRIE L. COVE

SWANSON GENERAL CONTRACTORS, INC.

Gregory J. Swanson
By: Gregory J. Swanson

ASCENSION PROPERTIES, INC.

Christy Ingram
By: Christy Ingram Erin Ingram

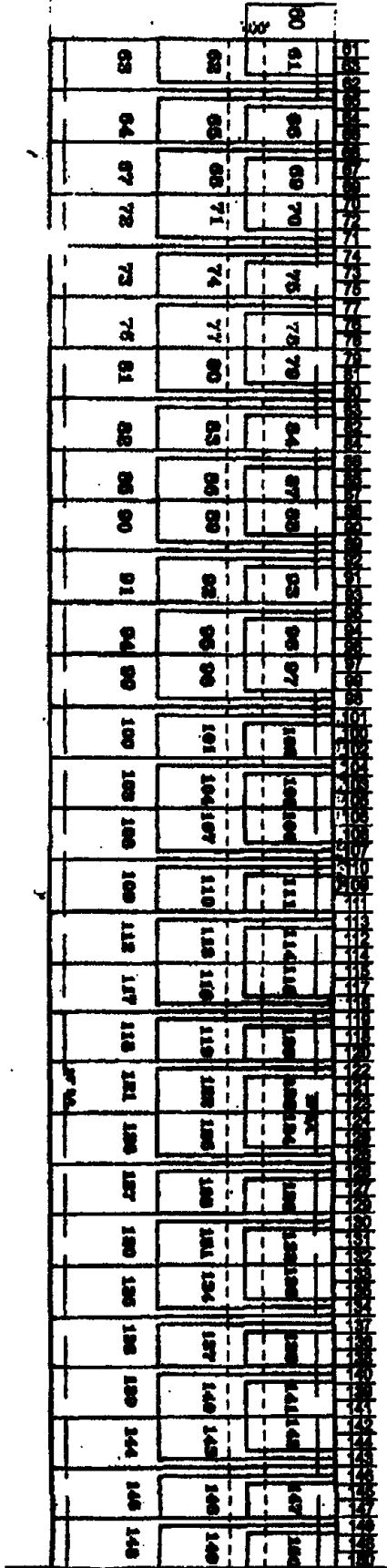
Mike Lassere
Mike Lassere

Deborah Graves Ross

NOTARY PUBLIC
Deborah Graves Ross #10197

EXHIBIT 'A'

FIRST FILING
OF THREE
RIVERS ISLAND



SECOND FILING

THREE RIVERS ISLAND

DESIGNATED
21 FEET
FOR BOAT SLIPS