

ACT OF DEDICATION
AND
ESTABLISHMENT OF
RESTRICTIONS, COVENANTS, **SERVITUDES** AND
OBLIGATIONS FOR
DEERE PARK
A COMMERCIAL SUBDIVISION
LOCATED IN SECTION 1, T 12 S – R 3 E
THIRD WARD OF VERMILION PARISH
STATE OF LOUISIANA

DEERE PARK, INC.
OWNER AND DEVELOPER

ACT OF DEDICATION
AND
ESTABLISHMENT OF
RESTRICTIONS, COVENANTS, SERVITUDES AND OBLIGATIONS
FOR DEERE PARK SUBDIVISION

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STATE OF LOUISIANA:

PARISH OF VERMILION:

BE IT KNOWN that on the 7th day of August, 2008,

BEFORE ME, _____, a Notary Public, duly qualified and commissioned in and for the Parish of Vermilion, State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

DEERE PARK, INC., a Louisiana Corporation, having a permanent mailing address of P.O. Box 321, Crowley, LA 70527, represented by its president, Michael K. Hensgens.

who declares that:

WHEREAS, it is the sole owner of certain immovable property, and all improvements thereon, being a 28.33 acre tract of land situated in Section 1, T 12 S – R 3 E, Third Ward of Vermilion Parish, State of Louisiana and being more particularly described as follows:

Commencing at a point at the intersection of the eastern right of way line of US Hwy 167 and the northern right of way line of Cordell Road; thence along the northern right of way of Cordell Road N89°47'08"E a distance of 350.35' to a ½" steel rod and being the point of beginning; thence continuing along the northern right of way line of said Cordell Road N87°47'08"E a distance of 1153.42' to a ½" steel rod and being the northeastern corner of Deere Park Subdivision; thence proceed S00°09'22"E a distance of 1212.43' to a found ½" rebar; thence proceed S89°45'06"W a distance of 635.90' to a found ¾" steel pipe; thence proceed N00°13'47"E a distance 315.77' to a ½" steel rod; thence proceed S89°39'50"W a distance of 516.45' to a found ½" rebar; thence proceed N00°21'05"W a distance of 144.87' to a ½" steel rod located on the southern right of way line of Deere Park Drive; thence proceed along said southern right of way line S89°39'46"W a distance of 402.47' to a ½" steel rod located on the eastern right of way line of US HWY 167; thence proceed along the eastern right of way line of US HWY 167 N00°01'21"E a distance of 60.00' to a ½" steel rod located at the intersection of the eastern right of way line of US HWY 167 and the northern right of way line of Deere Park Drive; thence proceed along the northern right of way line of Deere Park Drive N89°39'46"E a distance of 402.09' to a ½" steel rod; thence proceed N00°20'17"W a distance of 422.59' to a found ½" rebar; thence proceed N00°24'22"W a distance of 270.68' to the point of beginning.

Said parcel of ground containing 28.33 acres of ground and being more fully shown on plat of survey titled DEERE PARK SUBDIVISION, A Commercial Development, by Sellers and Associates, dated July 25, 2008.

said property being hereinafter referred to as the "Property"; and

WHEREAS, the Property has been developed by DEERE PARK, INC. as a commercial subdivision; and to this end, for the benefit of the public and the future co-owners of the lots in the subdivision, and the preservation of the values and amenities in the subdivision, DEERE PARK, INC., desires to dedicate to the public use, for the public maintenance, certain streets and roadways, to the Parish of Vermilion, Louisiana, and to establish certain drainage and utility servitudes, building restrictions, restrictive covenants, charges upon the property, and obligations of ownership in pursuance of a general plan to govern building standards, specified uses and improvements;

NOW, THEREFORE, in consideration of the premises, DEERE PARK, INC., does hereby declare as follows:

ARTICLE 1. – DEFINITIONS

Unless the context otherwise requires of specifics, the following words and phrases, when used in the act, shall have the meanings hereinafter specified:

- 1.1 "Architectural Control Committee" shall mean and refer to the Architectural Control Committee of DEERE PARK, hereinafter established.
- 1.2 "Clerk of Court" shall mean and refer to the Clerk of Court ad ex-officio recorder of mortgages and registrar of conveyances for the parish of Vermilion, Louisiana.
- 1.3 "Building" shall mean and refer to any complete building designed or intended for use and occupancy as a commercial building by a business.
- 1.4 "Improvement" shall mean and refer to every structure and all appurtenances thereto of every type and kind, including but not limited to, buildings, outbuildings, patios, garages, carports, driveways, walkways, fences, walls, gates, screening walls, terraces, retaining walls, stairs, decks, exterior air conditioning and heating units, pumps, wells, tanks and reservoirs, pipes, lines, cables, meters towers, antennas, equipment, and facilities used in connection with water, sewer, gas, electric, telephone, television, computers, or other utilities or services to the extent the same are owned and maintained by a utility service provider in favor of whom a utility or drainage servitude has been expressly established and a granted herein.
- 1.5 "Living Area" shall mean and refer to the total enclosed and habitable area of a building which is centrally air-conditioned and heated, excluding open porches, balconies, storage and utility rooms, unfinished attics, carports and garages.

- 1.6 “Lot” shall mean and refer to a discrete, separate numbered and delineated lot or parcel of ground within the subdivision, as shown on the Plat, as approved by the appropriate governmental bodies, and filed on record with the Clerk of Court.
- 1.7 “Owner” shall mean and refer to any person, corporation, partnership or other legal entity owning an interest in a Lot other than a naked ownership interest subject to a usufruct, a mineral interest or mineral rights, a predial servitude, a right of use or a right of habitation; a person having a usufruct over all or some portion of the surface of any Lot shall be an Owner for purposes of this act to the extent of the usufruct’s coverage or the surface of the Lot. A lessee shall be an Owner for the purpose of this act.
- 1.8 “Setback” shall mean and refer to the distance from any point on the front, back or a side boundary line of a Lot, as the case may be, measured in feet, within which no Improvements may be constructed or placed except as herein expressly provided. Driveways, walkways, mailboxes, retaining walls and gas and water meters may be constructed and placed within Setbacks to the extent not otherwise prohibited herein. Measurements for Setbacks shall be taken from the nearest point on the proposed or actual building or other Improvement, excluding gables, roof overhangs, galleries, porches, porte cocheres and steps, to the boundary line in question. Thus, in determining compliance with Setback requirements, all measurements are to be made from the point on any proposed or actual improvement that is closest to the boundary line in questions, excluding gables, roof overhangs, galleries, porches, porte cocheres and steps.
- 1.9 “Street” shall mean and refer to a public street or cul-de-sac within the Subdivision.
- 1.10 “Work” shall mean and refer to any construction, erection, alteration, addition, renovation or removal of Improvements on any Lot other than routine maintenance and repairs of existing improvements.

ARTICLE 2. – DEDICATION OF STREETS AND IMPROVEMENTS

- 2.1 Survey and Division into Lots and Streets. Deere Park Inc., has caused the Property to be surveyed and divided into Lots and Streets for a commercial subdivision, the same to be known as DEERE PARK (hereinafter referred to as the “Subdivision”), all as shown on the final plat of survey of the subdivision prepared by Sellers and Associates, dated July 25, 2008 (said plat being hereinafter referred to as the “Plat”, a copy of which is attached hereto and made a part hereof, having been paraphrased “Ne Varietur” for identification wherewith. DEERE PARK, INC., further declares that a copy of the Plat has been filed with the Assessor of the Parish of Vermilion, Louisiana, as required by law.

- 2.2 Dedication of Streets and Improvements. In order to dispose of the Property to the best advantage and to make the Property more desirable and attractive, DEERE PARK INC., does by these presents make a formal dedication to the public use, for public maintenance, of the following Street right-of-ways in the Subdivision and their respective rights-of-ways, all of which are more particularly shown and delineated in the Plat.

DEERE PARK DRIVE and MOLINE AVENUE and WATERLOO AVENUE

- 2.3 Establishment of Servitudes. DEERE PARK INC., as owner of the Property; on the terms and conditions hereinafter set forth, does hereby declare, grant and establish, by dedication, the utility servitudes shown and designated on the Plat, in favor, equally, of the Waterworks District No. 1, AT&T Company, Cox Communication, Slemco, Centerpoint Energy, their successors and assigns (hereinafter individually referred to as "Grantee" and collectively referred to as "Grantees") for the construction, installation, repair, alteration and maintenance of water, natural gas, electrical, telephone, and communication, and cable television lines and facilities for the provision of such services to the Lots in the Subdivision, free of all improvements, wherever reasonably possible, trees, shrubs, and other obstructions which may interfere with such uses with the exception of the driveways, walkways, fences, mailboxes, retaining walls, and gas and water meters, but subject to the several obligation of each Grantee, after any use or exercise by such Grantee of the rights herein granted, to restore the surface of the property subject to servitudes to a condition as close as is reasonably possible to that which existed prior to such use or exercise, the lines and facilities to be constructed and installed on such servitudes shall be placed underground. Each Grantee of the servitudes hereby established shall respect the reasonable use of the servitudes by the other Grantees thereof, and each shall cooperate with the others to the extent necessary to assure the reasonable, mutual use of the servitudes by all Grantees.

Each Grantee, by its use or exercise of the rights herein granted, does hereby agree to hold DEERE PARK, INC., its successors and assigns, harmless from any and all liability arising from any negligence or other fault for the respective Grantee in the construction, installation, repair, alteration, and maintenance of said water, natural gas, electrical, telephone and communications, and cable television lines and facilities.

ARTICLE 3. – ESTABLISHMENT OF RESTRICTION AND OBLIGATIONS

- 3.1 Property Subject to Restrictions. DEERE PARK INC., hereby declares that all the Property and all Improvements constructed or placed thereon shall be subject to the limitations, restrictions, covenants, obligations, guidelines, and conditions set forth in this act (said limitations, restrictions, covenants, obligations, guidelines, and conditions being hereafter referred to as “DEERE PARK Restrictions”, all of which are established and declared and agreed to be for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. The DEERE PARK Restrictions shall run with the Property and shall be binding upon all parties having or acquiring any right, title, or interest in and to the Property or any part thereto and shall inure to the benefit of each Owner thereof. All leases of any of the Property shall be fully bound and obligated by the DEERE PARK Restrictions.
- The DEERE PARK Restrictions are intended to apply to and affect only the Property, and shall not apply to or affect any other property now owned or hereinafter acquired by DEERE PARK INC., unless expressly made applicable to same in a subsequent juridical act.

ARTICLE 4. – GENERAL RESTRICTIONS

Except for the activities of DEERE PARK INC., in connection with the development of the Subdivision and the activities of the Grantees in connection with the construction, installation, repair, alteration and maintenance of water, drainage, natural gas, electrical, telephone, and communications and cable television lines and facilities within the utility and drainage servitudes hereinabove established, the following restrictions shall apply to all of the Property.

- 4.1 The use of the lots in the Subdivision shall be restricted exclusively for commercial purposes. Nothing herein contained shall restrict the construction of a building for rental purposes, provided, however, that the sole use to be made of said building be for a single business.
- No residential dwelling shall be built on any building lot. Outbuildings are permitted provided, however, that they are located behind the main building and comply with the minimum set-back requirements established herein. Further, that they shall consist of the same style, color, and architecture of the building constructed on said lot.
- 4.2 No building shall be erected, placed, or altered on any lots subject to these restrictions until the construction plans with specifications, and a site plan showing the location of the structure(s) on the lot, along with any other improvements and fences, have been submitted to, and approved in writing by, the Architectural Control Committee, or any of its members designated by the Committee to act. Until changed by act recorded in the records of Vermilion Parish, the Architectural Control Committee shall consist of Michael K. Hensgens, D. Wayne Hensgens, and Joseph J. Darby. In the event of death or

resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Upon the Dissolution of the Architectural Control Committee by the lapse of twenty years from the date hereof or by the resignation of all its members, by act recorded in the records of Vermilion Parish, whichever first occurs, the function and authority of said Architectural Control Committee, as described in these restrictions, may be performed by at least two members of a committee appointed by at least five Owners of Property within the subdivision. No member of the Architectural Control Committee shall be entitled to any compensation for services performed pursuant to the covenant. If the Architectural Control Committee fails to give its approval within thirty (30) days after the above mentioned items have been received, then such approval shall be deemed as having been automatically granted. Denial of approval by the Architectural Control Committee shall be given in writing.

All plans and specifications, or requests for approval, required to be submitted to the Architectural Control Committee shall be mailed to the following address: DEERE PARK INC., P.O. Box 321, Crowley, LA 70527. The address may be changed by the Committee by act recorded in the records of Vermilion Parish.

The plans and specifications required to be submitted to and approved by the Architectural Control Committee and referred to in the preceding paragraph, shall contain a return address for the applicant and shall be in such form, and contain such information, as may be required by the Architectural Control Committee. The Architectural Control Committee shall have right to disapprove any plans and specifications submitted by reasons of any of the following:

- A. Incompatibility of the proposed building with the existing buildings located upon the lots in the vicinity;
- B. Failure of such plans or specifications to comply with any of these restrictions;
- C. Objections to the site plan, drainage plan, sewer plan, or landscaping plan for the lot;
- D. Failure of such plans to take into consideration the particular and natural environment of the lot;
- E. Any other matter that, in the sole judgment of the Architectural Control Committee, would cause the proposed buildings to be inharmonious with the general plan of development or with the buildings located upon other lots in the vicinity or detracts from the appearance of the subdivision.

- 4.3 No structures of a temporary character, trailer, mobile home, recreational vehicle, tent, garage, or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.

- 4.4 Sewer Systems. The purchaser of any lot within the subdivision must comply with the requirements of the "sewage permitting system", ordinance no. 98-0-13, of the Vermilion Parish Policy Jury, effective November 1, 1998, and the state board of health requirements pertaining to "individual sewerage systems", as stated in Chapter XIII of the state sanitary code, latest version.
- 4.5 Water System. Waterworks District NO. 1 of Vermilion Parish has installed and shall own, maintain and operate the water system located within the development.
- 4.6 Mail boxes and roadside shoulder maintenance. Brick or masonry mail boxes are not recommended within the right-of-way; however, if the property owner elects to construct a brick or masonry mail box within the right-of-way, then the property owner will be responsible for any and all damage to the mail box caused by a public vehicle of any type. It is recommended that mailboxes be constructed in accordance with AASHTO standards – roadside design guide. It shall be the responsibility of the property owner to maintain the shoulder of the roadway and for keeping the grass cut for the entire width of their lot.
- 4.7 Performance Standards. A building site or any part thereof or any fence, wall, or other structure thereon or to be erected thereon shall not be used for any purpose or in any manner which shall be a nuisance to the owner of any other building site by reason of the emission or creation of odors, gases, dust, smoke, noise, fumes, cinders, soot, glare, vibrations, radiation, waste, or otherwise.
- 4.8 Utility Easements. Buildings and other structures cannot be constructed over utility easements. Roadways dedicated to the Parish of Vermilion are of a 60-foot right-of-way and a ten (10) foot utility servitude on each side of said right-of-way.
- 4.9 Building Set-Back. All buildings and other structures must be set back a minimum of forty (40) feet from the right of way line of any dedicated street in the development. On corner building site, all buildings and other structures must be set back a minimum of forty (40) feet from the street side property line. All buildings and other structures must be set back a minimum of ten (10) feet from any side property line and 15 feet from any rear property line. No fence or wall shall be erected nearer to the right of way line of a public street in the development than twenty-five (25) feet. No hedges or other shrubbery obstructing total view shall be permitted nearer to the right of way line of a public street in the development than twenty-five (25) feet.
- 4.10 Signs. No signs shall be constructed until scale drawing, construction plans and specifications and the site plan showing the location of such sign have been submitted and approved by the Architectural Control Committee, which said approval shall be within the sole discretion of the committee.
- 4.11 Drainage. There can be no obstruction to the natural flow of water.

- 4.12 Grass must be kept mowed. No weeds or grass in excess of 12 inches tall is permitted on Property.
- 4.13 Garbage. All trash, debris and garbage shall be removed regularly and not allowed to accumulate. No long-term storage of junk or discarded material is permitted.
- 4.14 No long-term parking of any non-functioning vehicles or equipment is permitted.
- 4.15 No Bars or Night Clubs permitted.
- 4.16 All Vermilion Parish land use regulations are to be observed.
- 4.17 All utility lines must be underground.
- 4.18 No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except for dogs, cats, or other pets not maintained for commercial purpose.
- 4.19 No lot may be further subdivided once sold, however, subject to prior written approval of the architectural control committee, a lot may be subdivided between and become parts of two lots contiguous to it. If division is approved and is affected, the divided lot will no longer exist but will be absorbed into the contiguous lots which, as enlarged, will be deemed single separate lots and subject to these restrictions.
- 4.20 Should any person or persons violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property in the subdivision to prosecute in law and/or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing and/or to recover damages, or other dues, including attorney fees, for such violation.
- 4.21 Invalidation of any one of these covenants by Judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE 5. – ACCEPTANCE

THUS DONE AND PASSED in the Parish of Vermilion, Louisiana, on the day and date hereinabove first written, in the presence of the undersigned, competent witnesses, who have hereunto subscribed their names with the said appearer, and me, Notary, after due reading of the whole.

WITNESSES:

DEERE PARK, INC.

MICHAEL K. HENSGENS

NOTARY PUBLIC

THUS DONE AND PASSED in the Parish of Vermilion, Louisiana, on the day and date hereinabove first written, in the presence of the undersigned, competent witnesses, who have hereunto subscribed their names with the said appearer, and me, Notary, after due reading of the whole.

WITNESSES:

Accepted by the Policy Jury
of Vermilion Parish, Louisiana

By: _____

NOTARY PUBLIC