

Vieux Riviere Restrictions LOT # _____

A “Minimized” Copy of Restrictions For HANDOUT ONLY – DO NOT SIGN THIS COPY!

1. Innovative Developers, LLC, herein called “Developer” or “Developer’s” is the developer of Vieux Riviere and is the acting Homeowners Association until all lots have executed act of sale and all house plans have been submitted to developer for approval to proceed as planned. Developer retains architectural control of all home designs until 100% of subdivision lots (1-36 and VR-1) have been sold and all (37) lots have submitted plans to developer for approval. All plans must meet developer’s approval and must be submitted prior to construction commencing. Developer will try to have all house plans reviewed and a decision made within a few days, however; developer retains the right to keep and review plans for up to 45 days with no further notice being necessary.
2. If at any time, the developer or the homeowner’s association is forced to sue a lot owner / resident over an issue arising from non-compliance of these restrictions, the lot owner of the lot which caused the infraction will be liable and financially responsible for the court costs and attorney’s fees incurred from such action being taken to resolve the issue.
3. These restrictions are concrete and straight forward and are not ambiguous in any way. They fully apply to all homeowners and must be followed all of the time. There is never a case where these restrictions can be “amended” for a specific person or situation. The only person who retains the right to amend or alter these restrictions is the developer; this retention of rights to change the restrictions includes both the development period as well as after the association is turned over to the homeowners themselves. The following restrictions in regards to home construction and style are a “guideline” and developer is restricting more by “design” than just by these guidelines, therefore, there are cases which may not be covered in the following stipulations that may be of concern to the developers. The developer retains the right to reject plans based on issues that may **NOT** be covered in these restrictions due to the fact that each set of plans will be looked at on a case by case basis. If this occurs, developer will supply homeowner or builder with a reason in writing why the plans were rejected and will supply a list of suggestions or work with the homeowner or builder to find a resolution. The goal is to restrict by design and keep with the same style and integrity of homes throughout the subdivision.
4. Should the developer make a change to the restrictions during the development process or thereafter, the changes will be presented in writing to all homeowners / builders who reviewed the initial copy. The developer will supply a copy of the items changed to the homeowner / builder within ten (10) business days of the change being implemented for the homeowner to sign and developer will provide an executed copy for homeowner / builder to retain for their personal records. This process will happen each time a change is made, if applicable. Should the homeowners association choose to change or amend the restrictions after the construction process is completed and they have control of the association, they must present the changes desired in writing to the developer for the developer to either accept or reject. Should the developer accept the proposed changes, the right to amend the restrictions by the subdivision will be granted by the developer and they will be allowed to change the restrictions and re-file them in the parish courthouse at Homeowners Association’s expense. Should the changes be rejected by developer, the subdivision will **NOT** be allowed to make **ANY** changes. Only the developer has the right to make changes to the restrictions, unless the subdivision has the expressed written consent of the developer.
5. Once plans are reviewed, developer will contact homeowner and / or builder in writing with the outcome of their decision. In the event a set of plans is rejected the developer will supply homeowner / builder with a specific reason(s) in writing and will work with builder / homeowner to find a resolution, if desired. After developer reviews and makes a decision on the home plans, developer will contact homeowner / builder to arrange a meeting to sign a copy of the approved plans of what the homeowner / builder is allowed to construct. If any changes are required by developer, they will be discussed at that time. If a homeowner / builder should choose to amend their plans after they have received approval, they have to re-submit the request in writing to the developer with the desired changes for a second approval. This must be done prior to anything being altered. This rule applies throughout the construction process when a change is made and can be repeated as many times as necessary to accommodate changes desired by the homeowner. Approval is needed when any change is made to the original design, which includes but is not limited to, size of home, brick, stucco, hardy plank, shingles, exterior color of paint, landscaping or windows / doors, etc. Developer will make every effort possible to review the requested changes and reply as quickly as possible so as not to hold up the construction process any longer than necessary. Any changes or deviations to the original plans, no matter how minor, have to be reviewed and approved.
6. Should a homeowner/builder at any time during the construction process deviate from the plans that were approved, without the prior approval of the developer to make these changes; the developer retains the right to stop construction until the necessary changes are made to reflect the original approved plans. If the changes are **NOT** made to reflect the original plans that were agreed upon, developer will file an injunction against the property/owner/builder of \$ 500.00 a week for every week that this issue is not addressed until the problem is rectified.
7. All aspects of improvements must be authorized by developer before construction commences, including any exterior structures. Approval is needed for any structure to be built on any lot by all homeowners. This includes but is not limited to plans for the main home, additional exterior buildings, ornamental fencing, ornamental statues, etc. Developer is **NOT** supplying a list of approved samples as a guideline, because developer is restricting more by design than a “cookie cutter” set of specific styles and colors. The decision is based on the entire overall look and style of the home and whether it meets the vision the developer has for the subdivision. Developer has no way of knowing every color of paint, style of brick, etc. to make a list of what is acceptable, instead the plans will be reviewed and decided upon on a case by case basis. However, at no point will the fundamentals of these restrictions be compromised. While developer will not create a list of approved building samples, developer will always retain the integrity of these restrictions to maintain maximum property value for all residents. Therefore, plans must be submitted with samples of **ALL** of the following in order to meet approval requirements: stucco color, stucco style, brick style, brick color, aluminum siding, hardy plank color, exterior paint colors, garage door color, roof shingles, window style, door style, any exterior ornamental pieces such as an iron railing for a window, fountains, statues, ornamental fencing etc. If there are any other items in a set of plans not mentioned above, please include a sample of that as well. Without all of the preceding samples being submitted with the plans, the plans

- cannot and will not be reviewed for approval. No ornamental ponds, fencing, deck, statues, fountains or the like may be placed on any part of a lot before, during, or after construction without the sole permission in writing from the developers.
8. Any exterior structure or building must be an exact duplicate in design, colors, and materials of the main home no variations are allowed, the exterior building is to look like an extension of the main home. No temporary structure, trailer, basement, shack, garage, barn or other out-building shall be used as a residence, temporarily or permanently. No detached structure may be constructed without first being approved by developer and the exterior building must be exact in design of the main home. No metal buildings, storage units or sheds may be erected at any time on any lot. Any items needing to be stored outside must be kept in the garage and cannot be stored or housed outside of the home at any time. Any outdoor items, such as toys, bikes, playhouses, etc. must be kept in the garage at all times. Pre-fab storage buildings are not allowed. No pods or the like may be on any lot or common area of the subdivision at any time.
 9. The use of firearms / airguns (BB/Pellet Guns) is prohibited in subdivision.
 10. Outside clotheslines/other outside facilities for drying/airing clothes is prohibited.
 11. Each house must be pre-wired for an alarm system during construction.
 12. All mining and drilling activities both on the surface and below are prohibited.
 13. All utility services to the home must be underground. No other pipelines other than piping and hoses for irrigation shall be permitted.
 14. Commercial chemical fertilizers, pesticides or herbicides are prohibited. Only residential type fertilizers are allowed and approved for use in the subdivision.
 15. The front elevation of lots # 1-36 must face Rue Riviere Drive; Lot VR-1 is the exception to the rule; the front elevation of VR-1 faces the River Road. The driveway of **ALL** homes must enter from Rue Riviere Drive.
 16. Homeowner's dues are to be \$ 150.00 per year. These dues are established for the land, not the improvements, they are due and payable even if a home is not built on the lot immediately after purchase. One year's homeowner's dues are payable and due at the time of closing on each lot. The yearly dues are to be paid to Development Innovators at the time of closing. Once the homeowner's association is established, the funds in the reserve account designated specifically for homeowner's dues by developer will be relinquished to the homeowner's association. The funds will be deposited into the homeowner's association's bank account which will be set up by the association to control their funds and pay the bills necessary to maintain the subdivision. When January 1st of the year following each lot/home purchase occurs, the dues will be due again and will be paid to Development Innovators, unless otherwise notified in writing by the developer that the association is operating. These dues are due on the 1st of January and are late on the 25th of January. Any payments received after January 25th must be accompanied by a late fee of \$ 50.00. If a homeowner does not include the late fee in their payment and the payment is received after the 25th of January, the resident will have an injunction/lien filed against their property. If dues are not paid by March 15th the resident will have an injunction/lien filed against their property with penalties of \$ 150.00 and interest of 18% annually.

The address to mail homeowner's dues is:

- Development Innovators 887 Spanish Oaks Drive Brusly, LA 70719** Developer will send out a reminder to let homeowner's know when dues are due and to reiterate where they are to be sent if Development Innovators, LLC is still handling paying the operating costs for the subdivision.
17. Upon 100% of lots being sold, developer will relinquish the Homeowner's Association to the residents. The developer will nominate the initial board members and the architectural control committee members of the Homeowner's Association to serve the first 12 month period. Anyone who has an interest in being on the initial board of directors should contact developer to express this. The board will consist of 4 (four) directors who share equal power and authority. When the association is created and legally given to the residents, these four (4) board members will be responsible for creating an LLC for the association, acquiring a federal tax ID number for a homeowners association and opening a bank account to manage the subdivision dues and pay subdivision operating costs. A majority vote is needed on all issues arising within the board. Three members of the board must all agree for any changes to occur. The four (4) board members will decide amongst themselves who will handle what day to day tasks of the board based on each person's knowledge of the job at hand and their ability to do the task. These 4 board members will handle the concerns and suggestions of the residents and any other issues which arise from overseeing and maintaining the subdivision. All decisions in regard to operating issues, such as changing the lawn care company, etc. are the sole responsibility of the four (4) board members, and do not require a vote from the residents for these types of changes. The committee will also have two (2) architectural control members to oversee any and all changes and additions to all lots and maintain the integrity of the architectural requirements in the restrictions in regards to improvements. The residents filling these appointed positions will serve a term of 12 consecutive months. The initial 12 month period of service by the board members will begin the day of the act of donation. When the act of donation is passed, and the developer legally gives the common areas and control of the subdivision to the residents, these board members will begin controlling the day to day events and activities of the association, including paying and scheduling all aspects of common area maintenance, etc. The date of the act of donation will be the date in which the yearly vote is held for board members and architectural committee members. After the initial term of 12 months is served an election will be held. The residents will vote to elect four (4) new board members and two (2) new architectural control committee members or vote to allow the existing residents to hold their current positions. No resident can serve more than 3 (three) consecutive terms on the board in the same position or in a different position. If a resident holds a position for the allotted three (3) years, he or she must sit out a term of one year before they can run or hold a board position again. In the event there is a tie between residents running for a position, the residents must take a second vote in a run-off to determine the actual winner. All changes in regard to daily operations of the board are the four (4) board members decisions. The architectural control committee members do not vote on or have a say in the normal operations of the board, their involvement is limited to architectural issues in regard to building a home on a vacant lot, adding to an existing home, remodeling an existing home, building a workshop, re-painting a home, changing a garage door, replacing windows, adding a fountain, etc. Changes to the dues each resident pays, voting on board members, increasing the operating costs of the subdivision, a change to the common areas shared by all, etc., are cases where the entire subdivision will have to vote in order to make the proposed changes. A quorum is needed to vote on members or to amend or change anything outside of the normal operations of the board. The quorum will be 12 votes. Each lot is able to cast a vote which will count as one, regardless of how many legal owners there are for each lot or home. There are a total of 37 eligible votes able to be submitted and 12 will be the quorum. If the committee proposes a change, a minimum of 12 votes in agreement with the proposed change is needed to make this change effective; accordingly, 12 votes or more is needed for each member to

- retain their elected position or for them to be replaced. Should the dues need to be increased to comply with the rising costs of operating for the subdivision, the change is to be proposed at the association meeting and requires a vote of 12 (the quorum) votes or more to pass. If at any time it is found that 12 votes exceeds the number of people attending the meetings or is to large of a number in which to get things done, the committee can petition the developer to change this number in the by-laws. When a meeting is scheduled, the residents are to be given a 2 week notification of the date and subject of the meeting by the board members. If a proposed change is to be voted on by the residents, the board must inform the entire subdivision of what the proposed change is at the time this notification is sent. This will allow an ample amount of time for residents to think about the change proposed and what their questions or issues may be. All residents are welcome to attend committee meetings; however, it is not necessary unless there are decisions to be voted on by the residents. If at any time a resident is unable to attend a meeting, but wants to cast a vote for a proposed change, the resident may mail in a ballot vote to any of the board members and that mail-in ballot will be counted at the meeting when the vote is taken on the proposal. All ballots must contain the name of the legal owner(s), the decision regarding the proposed change, and the lot # and address.
18. Developer will **NOT** incur any cost during the establishment of Homeowner's Association. The costs for the attorney's fees, setting up the LLC for the subdivision and opening a bank account to manage subdivision funds will be the responsibility of the Association upon control passing to the residents. The funds to carry out these actions will be paid from the homeowner's dues which are collected from each resident. If additional funds are needed to complete the initiation process, the residents will split the additional cost equally among themselves to fund the necessary actions to initiate/create homeowner's association.
 19. Each lot owner will incur a nominal surcharge, to be set forth by Entergy, for the usage of the street lights in the subdivision. At the time these restrictions were written the monthly fee was \$ 5.00. The fee is assessed at the time the meter for permanent power is requested for the home by the resident. The subdivision does not have an independent meter for the street lights; Entergy's policy is to assess a nominal fee each month to all the residents to cover the power usage of the lights.
 20. When control of the Homeowners Association is released to the residents, the association becomes responsible for maintaining the common areas (green areas). Common areas are the property of the entire subdivision and are the sole responsibility of the homeowners association to maintain. Common area property is equally shared and owned by all residents. Only residents and legal owners of a lot / home in Vieux Riviere' are allowed to utilize common areas. Anyone other than residents are forbidden from entering common area property. This is considered trespassing and the homeowners are responsible for contacting police in the event this occurs. The fence between lot # 18 and # 19 where the sewer lift station is housed, is included in the common areas. The fence around the lift station is to be repaired or replaced by the association should it become damaged or dilapidated. Other responsibilities include maintaining the entrance curb, entry sign, grass maintenance, flower beds in front and the flower beds in cul-de-sac curb, etc. The subdivision dues, which are collected from each resident yearly and deposited in the homeowner association's bank account, will cover the operating costs to maintain the subdivision common areas.
 21. Home construction must be completed within 180 days (6 months) of construction commencing. Developer retains the right to request information from any lot owner's builder prior to plans being approved. This request is at the developer's discretion and will be exercised as need be by the developer, when this occurs, the builder is required to supply developer with an address and photo (if applicable) for a home to reference for quality as well as completion. Builder / homeowner must supply developer with a full set of plans for approval; the developer will retain a copy indefinitely. The set of plans retained by developer will be signed and dated by developer and builder / homeowner to ensure full understanding of what has been approved to be built. Plans must be professionally done by an architect or draftsman and must include the plot plan, front, side and rear elevations as well as electrical, plumbing and roof pitch. The full set of plans must be accompanied by a sample of colors for exterior trim, paint, stucco, hardy plank, garage door color, window and door style, etc. A brick sample, shingle sample and landscape design must also be submitted. All aspects of construction must be submitted for approval. The main goal is to try and ensure that no home will be started and not completed by a builder and that the home will be built with quality materials by professional contractors.
 22. Lots 1-36 must have a front set back of **EXACTLY THIRTY** (30) feet from their property line along Rue Riviere'. The home's front elevation must be at this exact measurement to coincide with all homes on Rue Riviere'. The side setback minimum for lots 1-10 and 13-36 is **SEVEN** (7) feet from their side property lines (east and west sides). The west side setback (on Iris Drive) of lot #11 is a minimum of **TWENTY-FIVE** (25) feet from their property line. The east side setback (on Iris Drive) of lot #12 is **TWENTY-FIVE** (25) feet from their property line. The rear set back (on the south side for lots 1-16 and the north side for lots 18-36) is a minimum of **TWENTY** (20) feet from their property line. These setbacks mean that the only improvement allowed to infringe on the front set back is the sidewalk. The only improvement allowed to infringe on the side set back is the fence each homeowner erects to tie into the existing perimeter fencing erected by developer. And the only improvements allowed on the back servitude (north & south) is the fence erected by developer. No structure of any kind can be built within twenty (20) feet of the rear setback of any lot at any time, other than the existing fence supplied by developer. This is parish servitude and cannot be infringed upon. Examples: sheds, workshops, garages, main home, playhouse, etc.
 23. The homeowner's of lot VR-1 are to have a front setback (which faces the River Road) of no less than **FOURTY** (40) feet from their property line at the River Road and no more than **SIXTY-FIVE** (65) feet from their property line on the River Road. Their home's front elevation must be within these measurements. The side setback for lot VR-1 (the north side) is to be a minimum of **TWENTY** (20) feet from their property line. The opposite side setback (the south side) which is flush with Rue Riviere Drive must be **EXACTLY THIRTY** (30) feet from their property line to the side of their home. The Rue Riviere' Road setback **MUST** be exactly **THIRTY** (30) feet so the home on lot VR-1 will coincide with the remaining homes in the subdivision. The rear setback for lot VR-1 (the west side) which backs up to what is known as lot # 36 on the plat has a minimum setback of **SEVEN** (7) feet from their property line. The only improvement(s) allowed to infringe within the south side setback is the sidewalk. The only improvement allowed to infringe on the north side set back is the perimeter fence erected by developer. No structure of any kind can be built within twenty (20) feet of the north side setback at any time. This is parish servitude and cannot be infringed upon. This includes but is not limited to sheds, workshops, garages, the home itself, playhouses, etc.
 24. At no time may any resident or their visitor(s) park on the road or in the yard of any lot or home at any time. All vehicles must be housed in either the garage or in the front portion of the driveway closest to the garage door at all times, especially

- at night. No trailers, ATV's, recreational vehicles (RV), or excess cars may be parked on the road, in the driveway or in the yard at any time. RVs, trailers and boats must be kept / stored at an alternate location or homeowner must build a separate RV or boat port with a concrete pad to house these vehicles / trailers. The additional boat / RV port must be attached to the home, just like the garage and must be an **EXACT** replica of the home itself in style, color, shingles, etc. The additional RV / boat port must have a garage door, exact in design as the one for the homeowner's auto vehicles; however it does not have to be an electric door. Since lot VR-1 is at the entrance to the subdivision and the home on this lot will face the River Road, lot VR-1 will not be allowed to park vehicles on the River Road or Rue Riviere' at anytime. In the case of a party / gathering; lot VR-1 will have to find an alternate parking location. Parking on the River Road or Rue Riviere' will block the entrance as well as create an eyesore. If a vehicle is parked in an un-authorized area of the subdivision, the vehicle will be towed away at the expense of the owner of the vehicle.
25. Developer retains the right to enter any lot/property during the hours of 7:00 AM & 7:00 PM throughout the construction process to ensure the restrictions are being implemented. This is never to be considered trespassing. Developer has the right to enter any property without any prior notice being needed and without prior notice being given to homeowner and/or builder. These restrictions act as the only notice that will be given & the only notice necessary.
 26. All homes must contain a combination of brick, stucco, and/or hardy plank. Only aluminum siding or wood may be used for the trim, soffit (underside of eaves) and fascia (face of eaves.) No vinyl siding may be used for any portion of any home, only aluminum siding may be used.
 27. All homeowners are responsible for landscaping their yard, and a \$ 2000.00 landscape deposit is due upon acceptance of home / landscape design plans. This deposit is refundable as long as the landscaping is completed within 60 days of construction being completed. If the landscaping is not completed within 60 days of construction ending, developer retains the right, along with their landscaping contractor, to enter the property in question for the purpose of designing and implementing landscaping, at the developer's discretion, and this will under no circumstances be considered trespassing. Developer and landscaping contractor are allowed to enter the property to landscape at any time during the hours of 7:00 AM and 7:00 PM. The \$ 2000.00 landscape deposit for the lot in question will be applied toward the cost of landscaping and the money will **NOT** be returned to the homeowner under any circumstances. No notice will be given to the homeowner(s) of the lot, these restrictions will act as the only notice given, and the only notice required to enter the lot and correct the landscaping issue.
 28. Each lot owner is responsible for maintaining their lot; including landscaping, grass cutting, and driveway, and all should be kept in a clean and orderly fashion at all times. The lot owner is responsible for paying all costs of said maintenance and repairs which may be necessary. Lot owners shall be responsible for keeping their lot mowed and free from trash, debris and rubbish at all times. If weeds or grass are allowed to grow in excess 6" or if rubbish or trash, etc. is allowed to remain on any lot and become unsightly, the developer and / or association retain the right to impose an injunction of \$ 150.00 per incident until the issue is resolved. If the issue is not resolved by the resident within 7 days from the injunction being implemented, the developer / association will contact a local contractor to clean up yard and / or mow lawn and will demand and / or sue for the cost incurred to take such action and homeowner is liable for reimbursing the developer or association, depending on who paid for the work to be done. If the developer / association is forced to sue over this issue, the lot owner of the lot in question will also be liable for the attorney's fees and court costs incurred.
 29. Each lot owner / resident shall keep the exterior of their home reasonably maintained. This includes all aspects of the home and any exterior structures, such as painting, replacing/repairing of roofs, gutters, downspouts, garages, windows, doors, mailboxes, sidewalks, stucco, brick, hardy plank, fence, etc. or any other maintenance necessary to keep the home in pristine condition.
 30. Small vegetable gardens are allowed. The scale of the garden must be in keeping with the home and must be placed in the backyard within the fenced area only.
 31. Playground equipment is allowed on lots in the subdivision. The playground equipment and/or swing sets may be made of wood, metal or plastic, as long as they are properly maintained to appear as they are when they are new. Metal equipment is to be kept in good condition and must remain free from rust and chipping paint. Wooden equipment must be free from rotten and dilapidated wood. All such playground equipment must be placed in the rear of the residence inside of their fence ONLY.
 32. No mobile or modular homes may be constructed. Only site/stick built homes may be built. This includes the main home and any exterior building or structure.
 33. Only one home may be built on subdivision lots. Sub-dividing lots is **NOT** allowed at any time. The re-subdivision of a lot from the dimensions on the subdivision plat is prohibited. Only a single residence may be placed on any lot.
 34. No metal roofing allowed. All roofing must consist of architectural shingles subject to developer's approval with an 8 on 12 pitch or greater.
 35. Each lot owner is responsible for installing sidewalks on their lot along Rue Riviere' Drive. Lot # 11 and # 12 are responsible for installing the sidewalk for their lot along Rue Riviere' as well as the sidewalk along Iris Drive on their respective sides to tie into the sidewalk on Rue Riviere'. Sidewalks must be installed during construction of the main home and prior to the home being occupied by the resident. Sidewalks must be in accordance with the specifications in these restrictions to be acceptable. The sidewalks are to begin **EXACTLY** six (6) feet from the interior edge of the curb (back of curb) and are to be **EXACTLY** thirty-six (36) inches wide. If the sidewalks are not installed to these specifications, the developer retains the right to make the builder/homeowner tear out and re-install the sidewalks to the correct specifications. Homeowner and/or builder will incur all costs associated with removing and replacing the sidewalks to reflect these restrictions. If this issue arises and the homeowner and / or builder does not address the problem within fourteen (14) days, the developer will tear-out and replace the sidewalks at a cost to be determined by the developer. The cost of repairs will be due and payable to the developer by the homeowner and/or builder upon completion. The homeowner will not be allowed to move in, unless the repair money has been paid in full or the sidewalks are installed correctly.
 36. Only "old brick" or equivalent in style may be used on the main home or any other structure on the lot and a brick sample must accompany the set of plans that is to be provided to the developer for review and approval of brick style by developer is mandatory. "Old Brick" is a style of brick and any brick supplier in the area can assist in finding the bricks which would be classified as "old" in style or as new bricks which are "old" in design. Developer will review brick samples upon review of plans and will let homeowner know if changes to the choice of brick are needed and will assist in finding a suitable choice if necessary. Supply a sample of the brick of choice to developer and developer will review and assist if necessary to resolve any issues of choice of brick, if applicable.

37. Mailboxes have been pre-selected by developer. All residents will have the same mailbox. The design chosen was the Barcelona Rural, model # A1002, painted **BLACK**. The mailbox is to be purchased from Brain's Furniture @ 515 Court Street in Port Allen and their number is 225-346-0896. The mailboxes are in stock and available for purchase. This is the only mailbox allowed in Vieux Riviere'.
38. Lots **1-15** and **20-35** have a minimum of 1900 square feet of living area for a single story home. A 1 ½ or 2 story home on lots 1-15 and 20-35 must consist of no less than 1800 square feet downstairs and no less than 400 square feet upstairs. All upstairs areas must be fully heated and cooled along with the first floor of the home otherwise it will not be considered living area and will not meet the minimum requirements.
39. Lots **16-19** have a minimum living area of 2100 square feet of living area for a single story home. A 1 ½ or 2 story home on lots 16-19 must consist of no less than 1900 square feet downstairs and no less than 400 square feet upstairs. All upstairs areas must be fully heated and cooled along with the first floor of the home otherwise it will not be considered living area and will not meet the minimum requirements.
40. Lot **36** minimum living area is 2300 square feet for a single story home. A 1 ½ or 2 story home on lot 36 must consist of no less than 2200 square feet downstairs and no less than 400 square feet upstairs. All upstairs areas must be fully heated and cooled along with the first floor of the home otherwise it will not be considered living area and will not meet the minimum requirements.
41. Lot **VR-1** minimum living area is 2500 square feet for a single story home. A 1 ½ or 2 story home on lot VR-1 must consist of no less than 2400 square feet downstairs and no less than 400 square feet upstairs. All upstairs areas must be fully heated and cooled along with the first floor of the home otherwise it will not be considered living area and will not meet the minimum requirements.
42. No signs may be placed in any area of subdivision except for parish street signs, speed limit signs or signs for properties that are listed with a realtor or "for sale by owner." No political signs, service signs, etc may be placed on the general property which belongs to the entire subdivision or on any private lot, even if the signage is desired to be placed there by the homeowner who owns the lot in question. If at any time this occurs, the developer and/or the homeowner's association retain the right to enter the property for the above stated infraction to remove the sign(s). This will under no circumstances be considered trespassing and once the signs are removed they cannot be put back, if they are the homeowner will face an injunction being filed against the property by the developer or association. Developer and/or Homeowner's association retain the right to remove signs at their discretion. It is the responsibility of the association to remove signage placed within the common areas and individual lots, whether placed there by a third party or the owner of the lot. The only approved signage is that of homes / lots being for sale, parish signage, and the signage listed below.
43. Builders and contractors may place company advertising signs for their business on a lot in which they have been contracted to perform work. However, within 14 days of construction ending on the home in question, all signs from the builder and / or contractor must be removed from the property and not put back up.
44. Installing a fence on the sides of each lot by all homeowners is mandatory. All lot owners must pay to fence the sides of their property and their fence must tie into the existing perimeter fence installed by developer. The fencing restrictions are 6' wood privacy or shadow box fence. No chain link fencing is allowed for any reason, or any purpose on any area of the property or any individual lot. (example: dog kennel, small area, etc) No iron, wrought iron, cast iron or aluminum fencing allowed on the sides of the property which tie into the perimeter fencing. Accent fencing and gates using aluminum, cast or wrought iron are allowed as long as they have been reviewed and approved by developer prior to them being installed. The perimeter fence is a 6' wood privacy fence and the sideline fence of each lot must be the same since it is connecting to the existing fence. Fence must be erected during construction process and must be completed before construction ends; prior to the homeowner occupying the home.
45. Homeowner may not use their home to raise livestock or breed animals for business purposes and no more than 3 domestic dogs are allowed to be housed at any residence at any time. There shall be no keeping of hunting dogs or livestock such as cows, horses, goats, pigs, sheep or rabbits, or poultry of any kind. Homeowners with dog(s) are responsible for keeping their dogs locked in their yard within the fence at all times. Homeowners with unruly dogs or dogs which continue to get out of their yard and disturb other residents and property will face an injunction implemented by the developer or the homeowners association of \$100.00 per week until the problem is resolved. The money collected from this fine will be deposited in the general fund for the subdivision. If the developer has yet to release control to the homeowners, developer will implement the fine, if not the homeowners association will. The determination of a situation as a nuisance is the sole discretion of the developer until the association is relinquished to the residents and the homeowners' association after that point.
46. Pit Bulls are not allowed in Vieux Riviere', they are banned from being pets, housed in or on any lot, kept in any home in the subdivision or kept on the common grounds. They are **NEVER** allowed to be in the subdivision. They may not be used as guard dogs during construction or as pets once living in the home.
47. During the construction process each lot owner/builder is responsible for providing a "roll-off" box (dumpster) for the purpose of trash disposal and each lot owner/builder must provide a portable toilet. Both the dumpster and toilet must be on-site before construction commences. There is to be no trash or debris left behind from the building of any home at any time. There are trash fines of \$ 50.00 a day for garbage and / or construction materials being outside and / or viewable during the construction process. At the end of each day, the contractors must remove all trash, debris and construction materials and they must be disposed of properly into an approved trash container. All lots / job sites must be cleaned daily, with all trash removed or thrown away each afternoon before leaving the site for the day. No trash is to be left on-site after construction is completed; all materials must be removed by builder or homeowner prior to homeowner occupying the home. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Garbage /garden compost mounds are not allowed on any lot. Burning of rubbish/trash is not allowed and fines will be assessed against the builder/homeowner at the rate of \$ 200.00 per incident set forth by developer.
48. All homes must have a garage, no carports or California garages are allowed. Only fully enclosed garages may be constructed. The garage must be completely attached to the main structure and cannot be detached in any way. There **cannot** be a walkway leading you from the home to the garage whether covered or not on any lot. The garage must be an exact replica of the home itself, in design, colors and materials, etc. **All homeowners** must have an electric garage door on their garage, there are no exceptions.
49. No window air conditioning or heating units may be used in any portion of a home or in any additional building /structure. This includes workrooms, garages, sheds, playhouses, etc. They are not allowed on any lot / home at any time.

50. Lots may be used for single family residential purposes **ONLY**. No Lot shall be used for any other purpose, such as apartment houses, garage apartments, or offices which are used to conduct business in the home of occupants, such as medical, businesses or shops of any kind, nor for schools, churches, assembly halls or fraternity houses. No offensive or unlawful use shall be made of the subdivision property or any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed. The responsibility of meeting requirements of governmental bodies which require maintenance shall be enforceable in the same way as the responsibility for the maintenance and repair of the property concerned under these restrictions.
51. All homeowners must occupy their home on their lot at all times. All homes in the subdivision must be used as primary residences or vacation homes which are to be "vacant" when the legal owner is not residing there. There is never a case where any home can be used as a "rental house" in the subdivision. The subdivision is "rental restricted" and cannot be rented by the legal owner. No home may be rented or used as rental property at any time under any circumstances.
52. The homes are to remain single family dwellings. No home may be used to accommodate more than one family or an extended family of the legal owner at any time. The home must be occupied by the legal owner(s) and their children, if applicable, only.
53. Family and friends may visit / reside at a residence in the subdivision for a period of no longer than two (2) weeks per calendar year. No one other than the legal owner and their children may occupy a home in the subdivision for more than two (2) weeks at anytime without incurring a fine from the association which will be set at \$100.00 for the first infraction and \$ 250.00 thereafter. Visitors to a home in Vieux Riviere' will not be allowed to park on the road at anytime. The visitation period of two (2) weeks will more than accommodate a family vacation or visit.

***Developer retains the right to reject plans based solely on developers' discretion; however, they will furnish a reason in writing with suggestions to make them acceptable.

***By signing and accepting these restrictions the purchaser and/or builder state that they are in full compliance with all of the restrictions in totality and understand that the restrictions apply to everyone at all times and are not ambiguous, nor negotiable. Each signatory will be given a copy of the document executed by all parties; lot purchaser, builder and developer; stating that all parties have discussed the restrictions and lot purchaser / builder are in agreement with the terms and have received a fully executed copy for their records. Upon signature of all parties and receipt of the restrictions, these covenants shall be implemented and upheld. **ANY** changes to an original set of plans for a home or landscape design; during or after construction must be re-submitted for review and the amendments must be pre-approved by developer in order to be changed. Any changes to original design, no matter how minor, must be submitted for approval.

*** When a purchase agreement is executed, and the restrictions are signed, purchaser will receive a fully executed copy for their records. At the land acquisition closing, the purchaser will sign a second time and all parties will receive a copy. Should the restrictions change between the time purchaser signs the first copy and the time of closing on their lot, developer will furnish a revised copy of restrictions, within 10 business days to recipients who received a copy prior to changes being made.