

## West Feliciana Parish Recording Page

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**Felicia Ann Hendl**  
**Clerk of Court**  
PO Box 1843  
St. Francisville, LA 70775  
(225) 635-3794

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**Received From :**

BUTLER, ROBERT O., JR.  
PO BOX 1041  
ST. FRANCISVILLE, LA 70775

**First VENDOR**

CECIL GRAVES ET UX TEC, LLC

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**First VENDEE**

SAGE HILL TRACE

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**Index Type :** CONVEYANCES

**File Number :** 120439

**Type of Document :** RESTRICTIONS

**Book :** 218      **Page :** 521

**Recording Pages :** 8

### Recorded Information

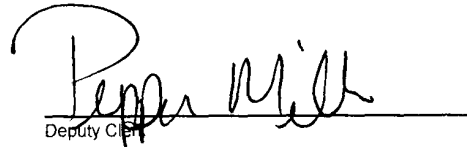
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I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for West Feliciana Parish, Louisiana

On (Recorded Date) : 05/15/2018

At (Recorded Time) : 2:40:49PM



  
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STATE OF LOUISIANA

PARISH OF WEST FELICIANA

BE IT KNOWN that on this 15<sup>th</sup> day of May, 2018, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

**CECIL GRAVES ET UX TEC, LLC**, a Louisiana limited liability company domiciled in West Feliciana Parish, represented herein by its Manager, Cecil Graves, duly authorized pursuant to an Certificate of Authority registered as OD# 120272 recorded in COB 217 at page 856 of the official records of the Clerk of Court of West Feliciana Parish whose address is declared to be 7245 Hwy 61 North, St. Francisville, LA 70775; and

**NPC DEVELOPMENTS, LLC**, a Louisiana limited liability company domiciled in West Feliciana Parish, represented herein by its sole member, Nolan C. Percy, duly authorized pursuant to an Authorization to Act registered attached to OD# 117660 recorded in MOB 250 at page 52 of the official records of the Clerk of Court of West Feliciana Parish, whose address is declared to be 5811 Highland Road, St. Francisville, LA 70775;

who did depose and say that:

CECIL GRAVES ET UX TEC, LLC and NPC DEVELOPMENTS, LLC, are the owners and developers of the real property hereinafter described, and by conditions, liens and servitudes hereinafter set forth.

1. PURPOSE

1.1 The purpose hereof is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in that community. The real property described herein is hereby subject to the covenants, restrictions, servitudes, conditions, reservations, liens and charges herein set out to the improvement of each building site hereof; to protect the surrounding building sites as well as appreciate the value of the property; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the property; to encourage and secure the erection of attractive homes thereon, with appropriated locations thereof of building sites; to prevent haphazard and inharmonious improvements of buildings sites; to secure and maintain property setbacks from streets; and in general, to provide adequately for high quality improvements of the property and thereby enhance the value of investments made by purchasers of building sites therein.

2. THE PROPERTY

2.1 The real property, now owned by Appearer and referred to herein, is described as follows:

Lots 1 through 14, and common areas, private fence servitudes, signage servitudes or landscape areas, if any as shown on the Final Plat of Sage Hill Trace, First Filing, prepared by "General Engineering & Environmental Companies, Inc." for the property located in Section 75, Township 2 South, Range 2 West, Greensburg Land District, Parish of West Feliciana Parish, recorded as OD#120436 in the official records of the Parish of West Feliciana, State of Louisiana.

and is subject to the covenants, conditions and restrictions set out herein.

2.2 The property and all portions thereof hereinafter shall be conveyed, transferred and sold by any owners of record subject to the conditions, covenants, restrictions, reservations, servitudes, liens and charges hereinafter set out, all of which are imposed upon the property, and all of which shall run with the land.

### 3. IMPROVEMENT RESTRICTIONS

3.1 There is hereby created The Sage Hill Trace Architectural Control Council (the "Council"), to be composed of up to three individuals. Except for the members appointed by the developers, all of the members must be owners in Sage Hill Trace. The members of the Council shall be appointed by the developers and shall serve for one year; their successors shall be appointed by the developers until such time as the developers shall release this right to owners in the subdivision. The Council shall serve without pay and shall check all building and landscape plans to ascertain thorough compliance with all of the restrictions as set forth herein. The decision of the Council, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and non-appealable. The first members of the Council are:

Cecil M. Graves, Jr.

Nolan Percy

William C. Monroe

3.2 The Council must approve the plans and specifications of any residence, building, driveways, driveway entrances, fence, wall or improvements of any kind sought to be built or installed anywhere in the subdivision and no residence, building, fence, wall or other structures shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind therein be made until plans and specifications showing the nature, kind, shape, height, materials, flood plans, elevations, exterior color schemes, locations, garage door and garage specifications, are to be erected shall have been submitted to and approved in writing by a majority of vote of the Council and a copy thereof as finally approved lodged permanently with the Council. The Council's approval or disapproval as required herein and elsewhere in the covenants shall be in writing. The Council has 14 days to issue approvals.

3.3 Any request for waiver made by any lot owner, to the West Feliciana Parish Planning Commission and/or the West Feliciana Parish Police Jury must have Council approval before being effective.

3.4 The Council reserves the right to enforce its rights contained herein by a suit for injunctive relief or other legal rights against a lot owner to guarantee that all requirements and obligations imposed on the lots owners herein are complied with.

3.5 Two (2) sets of building plans, specifications, plot plans, including driveway construction and lot grading shall be submitted for Council's approval along with a fee of \$200.00, for a plan inspection fee. One copy shall be returned approved or disapproved and the Council shall retain one copy.

3.6 No owner shall occupy or use his property, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence.

3.7 The use of adjoining lots (more than (1) parcel) for one (1) residence will be permitted.

3.8 No house shall be erected, altered, placed or permitted to remain on any one of the said lots other than one (1) detached single family dwelling not to exceed two and one-half (2 ½) stories in height, a private garage or carport for not less than 2 cars, and other accessories incidental to residential use of said lots, such as tennis courts, swimming pools, barns, garden houses, bathhouses and/or gazebos. Private garages or carports shall load from side or rear and openings shall not face any street front. All garage doors must meet Council's approval and be equipped with an automatic door control. All driveways shall be submitted with construction plans for prior approval. Detached servants' quarters or any other detached structure may be

constructed only with the prior written approval of the Council, and then such improvement must conform in every respect, including materials, with the exterior construction of the residence itself. In order to assure that location of houses will be harmonious, the maximum amount of view will be available to each house, that the structures will be located with regard to the topography of each individual parcel, taking into consideration the location of other homes, large trees, common facilities and similar considerations. The Council reserves unto itself, its successors and assigns, the right to control absolutely and solely, the decision of the precise site, location and orientation of any house, dwelling or other structure upon all residential buildings sites; provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site.

3.9 No residence shall be erected on any parcel in Sage Hill Trace containing, exclusive of porches, breezeways, garages and carport, less than Two Thousand Five Hundred (2,500) square feet, with a minimum of One Thousand Six Hundred (1,600) square feet on the first story.

3.10 Any residence erected, placed or altered shall not be constructed exteriorly of imitation brick, stone or aluminum/vinyl siding. Brick and hardy plank samples shall be submitted with construction plans for prior approval. Brick molding is required on all exterior openings.

3.11 Electrical service along with other utilities servicing each residence must be underground and no outside lines, television antennas, satellite dishes, above ground improvements or mechanical devices will be allowed without Council's written approval.

3.12 Fireplace flues and chimneys shall be covered with brick, stucco or synthetic stucco. All fireplaces shall have chimney caps of brick, slate, terra cotta, copper or other approved material and shall be submitted with construction plans for prior approval. Stack vents are to be painted the color of the roof and be located in the rear of the home when possible.

3.13 Roof pitches and roof materials shall meet Council's approval. Laminated or "architectural" shingles will be required. The Council must approve all other roofing materials. The home's entrance façade shall have a minimum plate height of ten (10) feet and 80% of the ground floor ceilings shall not be less than nine (9) feet in height, unless otherwise approved by the Committee. All porches along the front of each home should be a minimum of eight (8') feet in depth and width.

3.14 All residences shall be required to face the interior street.

3.15 Outside lighting, outside music or sound producing devices and any other mechanical devices shall be subject to the approval of the Council and any reasonable standard adopted respecting any restrictions in this regard shall be final.

3.16 The builder or architect of each home must properly design foundations, and the Council's approval of construction plans is limited only to appearance and not structural design or engineering. Driveway construction and lot grading from the street to the front building line shall be approved in advance by the Council and/or West Feliciana Parish Police Jury and shall take into consideration the existing drainage swells along the roadside and must conform to the subdivision drainage plan. The developer does not warrant soil conditions. West Feliciana Parish Planning Commission regulations should be obtained and carefully reviewed for slab elevation requirements.

3.17 If a window mounted air conditioning or heating unit is used in the home, it must be installed so that it is not visible from the street. All air conditioning compressors and pool equipment shall be visually screened from the street and from side yard view by appropriate fencing, screening or landscaping.

3.18 Solid core wooden doors and wooden windows are required on the front elevations and corner elevations facing any street.

3.19 Landscaping of improved lots is required. Landscaping shall be installed within 90 days after construction of dwelling.

3.20 Removal of existing trees is prohibited without prior approval of the Council unless the tree to be removed is unhealthy and creates any potential hazard or unless the tree to be removed is smaller than 8" in diameter and/or shorter than 12 feet in height. "Live Oaks" cannot be trimmed without prior approval from the Council.

3.21 Each residence will be allowed to locate a single mailbox, address plate and pole unit designated by developer at the street. The mailbox unit shall be installed so the bottom of the box is 42 inches above the back of the street and so that the front of the box is even with the back of the street. The mailbox unit is to be painted black.

All mailboxes constructed or placed on any lot shall be of a uniform size, style, and quality selected and approved by the Architectural Committee. No lot owners shall construct a mailbox on any lot without prior approval from the Architectural Committee as to the type, size, style, and quality of mailbox, and the area of placement of the same.

3.22 Sewerage disposal shall be by a method approved in writing by the West Feliciana Parish sanitarian and the Council. Each lot owner will be required to bear all expenses for his or her lot to hook up to the parish sewer system if and when one is installed.

3.23 Contractors are required to keep their job sites as neat and clean as possible. Construction materials shall be stored in a neat and orderly manner at all times during construction. Mud from construction vehicles on streets of said subdivision shall be removed before each days end. Materials are not permitted to accumulate on any lot for a period exceeding 90 days from the first delivery.

3.24 The established speed limit within the Development and any addition thereto is 25 miles per hour, or such other speed limit as may be adopted by the Developer or successor Association, for construction vehicles, including light trucks and autos.

3.25 Any damages to street and curbs, drainage inlets, streetlights, street signs, mailboxes, walks, etc. will be repaired by the property owner responsible for presence of the person causing such damage in the Subdivision.

#### 4. GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

4.1 Homes in Sage Hill Trace shall be used for single family residential purposes only. No part of any property in this subdivision shall be used for apartment houses, schools, churches, group homes, multifamily housing, assembly halls, fraternity houses or discharge of firearms. There shall be no raising of livestock other than 2 horses. Domestic animals shall not roam freely, must be leashed or detained by fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance.

4.2 No trailer, RV, basement, shack, garage, barn or other out-building shall at any time be used as a residence, temporarily or permanently, except as may be provided in Section 3.8 above.

4.3 No lot or any part hereof shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Upon completion of a residence, all debris shall be removed from the premises before occupancy of residence. Garden compost may be kept in quantities required by one (1) household only, provided it is not visible from the street and is kept free of noxious odors and insects.

4.4 The keeping of a mobile home either with or without wheels, on any parcel of property covered by these covenants is prohibited. A motorboat, recreational vehicle (RV) or other similar water born vehicle or recreational vehicle may be maintained, stored or kept on any parcel of property covered by these covenants only if kept completely from view of the street and/or only if housed completely within a structure which has been approved in writing by the Council or only if locations on the lot has been approved by the Council in writing in advance.

4.5 No sign of any kind, except standard real estate signs, shall be displayed to public view on or from any building site without the prior written consent of the Council or its agents.

4.6 No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other owners.

4.7 There shall be no storage or obstructions placed or parked on any landscape area without the prior written consent of the Council.

4.8 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 the requirements of governmental bodies, which require maintenance modification, is enforceable in the same way as the responsibility for the maintenance and repair of the property concerned.

4.9 Each individual owner shall be responsible for the maintenance of all landscaping on his lot and for maintaining his lot, residence and driveway in a clean and orderly fashion at all times, and the owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Lot owners shall keep their lot(s) mowed at all times and free from rubbish, trash, debris and noxious weeds in default of which and at its discretion and after formal written notification, the Council, may cause such work to be performed and may demand for reimbursement for such costs along with reasonable attorney's fees and/or any court costs.

4.10 Buildings shall not be located closer than forty-five (45) feet from the boundary line from a lot on its road frontage nor less than twenty (20) feet from the side boundary lines of the lot. However, the Architectural Committee shall have the right and authority to modify the building and set-back requirements set forth herein and to grant variances as to same, which, in its discretion, are necessary and appropriate to the development of any particular lot due to its size, configuration or location, without harming or detracting from the integrity of the overall plan for development of the subdivision.

4.11 All buildings must be maintained. Damage by fire, storms, or other events, must be corrected within ninety (90) days.

4.12 No exploration, mining, or drilling, for development and exploration of gas, oil, or other minerals shall be permitted or conducted on residential property.

4.13 No storage of hazardous waste or other hazardous materials shall be permitted on residential property. This restriction does not preclude the use of butane, propane, or other fuel tanks so long as same are not visible from any adjacent or neighboring residential property, the common streets, or roads, and same are protected from view by walls, fences, landscaping screens, or similar type enclosures.

## 5. LANDSCAPE, SIGNAGE AND ROAD SERVITUDES

5.1 The landscape, sign servitude, private road servitude and other servitudes as shown on the final plat of Sage Hill Trace are dedicated to the common use of the enjoyment of the lot owners of Sage Hill Trace, and the care, upkeep and maintenance of these areas are not the responsibility of the West Feliciana Parish Government, but shall be the responsibility of the lot owners of Sage Hill Trace. These landscape areas are not dedicated for use by the general public. The costs of all lighting, except streetlights installed by the utility company are to be borne by the lot owners and not the Parish governing authority.

5.2 The developer agrees to provide maintenance, landscaping, and grass cutting for a period of not less than 2 years or until such times as 50% of the lots in Sage Hill Trace have been sold, at which time the residents and Homeowners Association shall be responsible for such maintenance and landscaping as might be required.

## 6. COVENANTS FOR MAINTENANCE ASSESSMENTS

6.1 The Council has the specific right, upon a majority vote of its members, to levy and collect (by legal proceedings if necessary) from each lot owner in Sage Hill Trace an annual assessment in an amount it determines is necessary in order to provide said subdivision with

lighting, maintenance of the landscape areas, private fence servitude, common areas, gardening and any other services generally undertaken or furnished by private associations of property owners. Any assessments shall be made in writing directed to the property owner, and upon failure to pay within (30) days from the date the notice is given, a copy thereof will be filed with the Clerk and Recorder for the Parish of West Feliciana, Louisiana, and will act as a lien upon the property so assessed. In addition, the Council may use the revenue for such purposes as will benefit the residents and property owners in Sage Hill Trace, provided, however that such assessment shall when filed, rank only from the date of recordation.

6.2 It shall be the duty of the Council, at least thirty (30) days prior to the Association's annual meeting, to prepare a budget covering the estimated costs of operating the Association during the coming year. The Council shall use reasonable efforts to cause the budget and the assessments levied against each lot owner for the following year to be delivered to each lot owner. The budget and the assessments shall become effective unless disapproved at the annual meeting by a vote of a majority of the total lot owners. However, in the event that lot owners disapprove the proposed budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall be continued for the succeeding year. Only the Council, upon a majority vote of its members, shall be required to approve the initial budget. The initial maximum annual assessment, which may be levied against each lot with a house constructed on it, shall be \$250.00 per year. The annual assessment, which may be levied against each vacant lot, is one-half (1/2) the amount levied against a lot with a house constructed on it. Lots available for sale by the developer will not bear these assessments.

6.3 If the assessment set forth above proves inadequate for any year, the Council may at any time levy a special assessment against all lot owners. Prior to becoming effective, however, any special assessment shall be approved by the affirmative vote of a majority of those present, in person or by proxy, at a special or annual meeting of the lot owners, notice of which shall specify that purpose. Any special assessment levied against a vacant lot shall not exceed one-half (1/2) the amount levied against a lot with a house constructed on it nor shall the developer be assessed for any lot being held for sale.

6.4 All cash amounts or sums due pursuant to the terms of this agreement or any assessments that have been levied shall bear interest at the rate of Twelve (12%) per cent per annum from date due until paid. Any party who fails to comply with that said party's obligations hereunder shall also be liable to pay court costs and reasonable attorney's fees of the assessing party, their heirs or assigns.

6.5 The right to collect and administer the maintenance assessments and obligations may, upon a vote in writing of a majority of the lot owners, be transferred to a corporation formed for that and other associated purposes.

## 7. MISCELLANEOUS PROVISIONS

7.1 These stipulations and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from this date, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by written consent of the majority of the then owners of the lots in said subdivision, duly recorded in the conveyance records of this Parish, it is agreed to change said stipulation and restrictions in whole or in part, in which event the covenants referred to in that instrument which the majority in interest of owners shall state that it is their desire to abolish these restrictions which shall cease to have further force or effect at the end of the then current term, and all remaining restrictions, amended or otherwise, shall remain in full force and effect for the succeeding term(s).

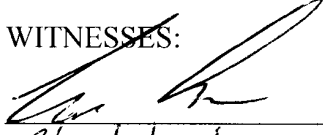
7.2 If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the provisions hereof; it shall be lawful for any other person or persons owning any portions of the properties of any lot, or for the Developer or the Council to prosecute that party in a proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, and to prevent such person or persons from so doing or to recover

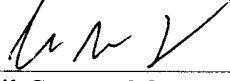
damages or other amounts for such violation. Any first or subsequent purchaser of any lot in Sage Hill Trace shall be entitled to sue for his own account or for the account of the other parties similarly involved or situated, or both, or to seek both of those types of relief as may be available. Failure of any person, firm or corporation to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

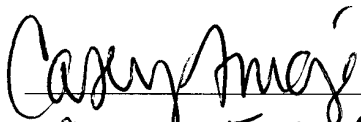
7.3 Invalidation of any one of these restrictions, or part thereof by judgment or Court Order or as herein provided, shall in no way affect any other provision herein contained and all other provisions shall remain in full force and effect.

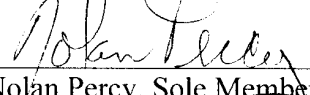
7.4 The developer has the right to amend these restrictions two (2) times in twenty-five (25) years.


THUS DONE AND SIGNED on the above month, day and year in St. Francisville, Louisiana in the presence of the undersigned competent witnesses and Notary Public.

WITNESSES:  
  
\_\_\_\_\_  
Christopher Levasseur

CECIL GRAVES ET UX TEC, LLC  
By:   
\_\_\_\_\_  
Cecil Graves, Manager

  
\_\_\_\_\_  
Casey Fruge

NPC DEVELOPMENT, LLC  
By:   
\_\_\_\_\_  
Nolan Percy, Sole Member

  
\_\_\_\_\_  
NOTARY PUBLIC





## West Feliciana Parish Recording Page

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**Felicia Ann Hendl**  
**Clerk of Court**  
PO Box 1843  
St. Francisville, LA 70775  
(225) 635-3794

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BUTLER, ROBERT O., JR.  
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**First VENDOR**  
CECIL GRAVES ET UX TEC, LLC

**First VENDEE**  
SAGE HILL TRACE

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**Index Type :** CONVEYANCES

**File Number :** 121622

**Type of Document :** AFFIDAVIT OF CORRECTION

**Book :** 222      **Page :** 168

**Recording Pages :** 2

### Recorded Information

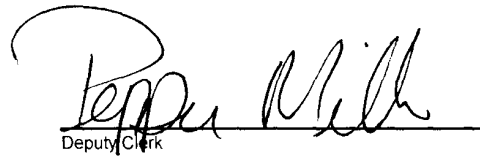
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On (Recorded Date) : 09/07/2018

At (Recorded Time) : 2:10:28PM



  
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ACT OF CORRECTION

STATE OF LOUISIANA

PARISH OF WEST FELICIANA

BEFORE ME, Sydney Picou Walker, Notary Public duly commissioned and qualified in and for the Parish of West Feliciana, State of Louisiana, therein residing, and in the presence of the undersigned competent witnesses;

PERSONALLY CAME AND APPEARED:

ROBERT O. BUTLER, JR.

who declared that he was the Notary Public on the Restrictions for Sage Hill Trace, recorded May 15, 2018, by CECIL GRAVES ET UX TEC, LLC and NPC DEVELOPMENTS, LLC, registered as OD#120439 and recorded in COB 218 at page 521 of the official records of the Clerk of Court of West Feliciana Parish, Louisiana.

The undersigned acknowledges the there was a typographical error in regards to the following paragraph:

“3.9 No residence shall be erected on any parcel in Sage Hill Trace containing, exclusive of porches, breezeways, garages and carport, less than Two Thousand Five Hundred (2,500) square feet, with a minimum of Two Thousand Three Hundred (2,300) square feet on the first story.”

and that it should be corrected to read as follows:

“3.9 No residence shall be erected on any parcel in Sage Hill Trace containing, exclusive of porches, breezeways, garages and carport, less than **Two Thousand Three Hundred (2,300)** square feet, with a minimum of Two Thousand Three Hundred (2,300) square feet on the first story.”

And, I, Notary, do hereby authorize and request the Clerk of Court of West Feliciana Parish, Louisiana to note the within Act of Correction in the margin of the records for OD#120439 and to serve as notice of said correction as occasion may demand.

Thus done and signed in St. Francisville, West Feliciana Parish, State of Louisiana, on the 7<sup>th</sup> day of September, 2018, in the presence of the undersigned competent witnesses and me, notary, after reading of the whole.

WITNESSES:

Casey Fruse  
Casey Fruse  
Gabriel S. Kova III  
Gabriel S. Kova III

Robert O. Butler, Jr.  
Robert O. Butler, Jr.

Sydney Picou Walker  
NOTARY PUBLIC

Bar Roll #17646

## West Feliciana Parish Recording Page

**Stewart B Hughes**  
**Clerk of Court**  
PO Box 1843  
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(225) 635-3794

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**First VENDEE**  
CECIL GRAVES ET UX TEC LLC

**Index Type :** CONVEYANCES  
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**Recording Pages :** 8

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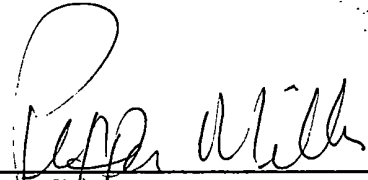
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On (Recorded Date) : 12/13/2023  
At (Recorded Time) : 11:02:46AM



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STATE OF LOUISIANA

PARISH OF WEST FELICIANA

BE IT KNOWN that on this 13<sup>th</sup> day of December, 2023, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

**CECIL GRAVES ET UX TEC, LLC**, a Louisiana limited liability company domiciled in West Feliciana Parish, represented herein by its Manager, Cecil Graves, duly authorized pursuant to an Certificate of Authority registered as OD# 120272 recorded in COB 217 at page 856 of the official records of the Clerk of Court of West Feliciana Parish whose address is declared to be 7245 Hwy 61 North, St. Francisville, LA 70775; and

**NPC DEVELOPMENTS, LLC**, a Louisiana limited liability company domiciled in West Feliciana Parish, represented herein by its sole member, Nolan C. Percy, duly authorized pursuant to an Authorization to Act registered attached to OD# 117660 recorded in MOB 250 at page 52 of the official records of the Clerk of Court of West Feliciana Parish, whose address is declared to be 5811 Highland Road, St. Francisville, LA 70775;

who did depose and say that:

CECIL GRAVES ET UX TEC, LLC and NPC DEVELOPMENTS, LLC, are the owners and developers of the real property hereinafter described, and by conditions, liens and servitudes hereinafter set forth.

#### 1. PURPOSE

1.1 The purpose hereof is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in that community. The real property described herein is hereby subject to the covenants, restrictions, servitudes, conditions, reservations, liens and charges herein set out to the improvement of each building site hereof; to protect the surrounding building sites as well as appreciate the value of the property; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the property; to encourage and secure the erection of attractive homes thereon, with appropriated locations thereof of building sites; to prevent haphazard and inharmonious improvements of buildings sites; to secure and maintain property setbacks from streets; and in general, to provide adequately for high quality improvements of the property and thereby enhance the value of investments made by purchasers of building sites therein.

#### 2. THE PROPERTY

2.1 The real property, now owned by Appearer and referred to herein, is described as follows:

Lots 15 through 28, and common areas, private fence servitudes, signage servitudes or landscape areas, if any as shown on the Final Plat of Sage Hill Trace, Second Filing, prepared by "General Engineering & Environmental Companies, Inc." for the property located in Section 75, Township 2 South, Range 2 West, Greensburg Land District, Parish of West Feliciana Parish, recorded as OD# 132718 in the official records of the Parish of West Feliciana, State of Louisiana.

and is subject to the covenants, conditions and restrictions set out herein.

2.2 The property and all portions thereof hereinafter shall be conveyed, transferred and sold by any owners of record subject to the conditions, covenants, restrictions, reservations, servitudes, liens and charges hereinafter set out, all of which are imposed upon the property, and all of which shall run with the land.

3. IMPROVEMENT RESTRICTIONS

3.1 There is hereby created The Sage Hill Trace Architectural Control Council (the "Council"), to be composed of up to three individuals. Except for the members appointed by the developers, all of the members must be owners in Sage Hill Trace. The members of the Council shall be appointed by the developers and shall serve for one year; their successors shall be appointed by the developers until such time as the developers shall release this right to owners in the subdivision. The Council shall serve without pay and shall check all building and landscape plans to ascertain thorough compliance with all of the restrictions as set forth herein. The decision of the Council, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and non-appealable. The first members of the Council are:

Cecil M. Graves, Jr.

Nolan Percy

William C. Monroe

3.2 The Council must approve the plans and specifications of any residence, building, driveways, driveway entrances, fence, wall or improvements of any kind sought to be built or installed anywhere in the subdivision and no residence, building, fence, wall or other structures shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind therein be made until plans and specifications showing the nature, kind, shape, height, materials, flood plans, elevations, exterior color schemes, locations, garage door and garage specifications, are to be erected shall have been submitted to and approved in writing by a majority of vote of the Council and a copy thereof as finally approved lodged permanently with the Council. The Council's approval or disapproval as required herein and elsewhere in the covenants shall be in writing. The Council has 14 days to issue approvals.

3.3 Any request for waiver made by any lot owner, to the West Feliciana Parish Planning Commission and/or the West Feliciana Parish Police Jury must have Council approval before being effective.

3.4 The Council reserves the right to enforce its rights contained herein by a suit for injunctive relief or other legal rights against a lot owner to guarantee that all requirements and obligations imposed on the lots owners herein are complied with.

3.5 Two (2) sets of building plans, specifications, plot plans, including driveway construction and lot grading shall be submitted for Council's approval along with a fee of \$200.00, for a plan inspection fee. One copy shall be returned approved or disapproved and the Council shall retain one copy.

3.6 No owner shall occupy or use his property, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence.

3.7 The use of adjoining lots (more than (1) parcel) for one (1) residence will be permitted.

3.8 No house shall be erected, altered, placed or permitted to remain on any one of the said lots other than one (1) detached single family dwelling not to exceed two and one-half (2 ½) stories in height, a private garage or carport for not less than 2 cars, and other accessories incidental to residential use of said lots, such as tennis courts, swimming pools, barns, garden houses, bathhouses and/or gazebos. Private garages or carports shall load from side or rear and openings shall not face any street front. All garage doors must meet Council's approval and be equipped with an automatic door control. All driveways shall be submitted with construction

plans for prior approval. Detached servants' quarters or any other detached structure may be constructed only with the prior written approval of the Council, and then such improvement must conform in every respect, including materials, with the exterior construction of the residence itself. In order to assure that location of houses will be harmonious, the maximum amount of view will be available to each house, that the structures will be located with regard to the topography of each individual parcel, taking into consideration the location of other homes, large trees, common facilities and similar considerations. The Council reserves unto itself, its successors and assigns, the right to control absolutely and solely, the decision of the precise site, location and orientation of any house, dwelling or other structure upon all residential buildings sites; provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site.

3.9 No residence shall be erected on any parcel in Sage Hill Trace containing, exclusive of porches, breezeways, garages and carport, less than Two Thousand Three Hundred (2,300) square feet, with a minimum of Two Thousand Three Hundred (2,300) square feet on the first story.

3.10 Any residence erected, placed or altered shall not be constructed exteriorly of imitation brick, stone or aluminum/vinyl siding. Brick and hardy plank samples shall be submitted with construction plans for prior approval. Brick molding is required on all exterior openings.

3.11 Electrical service along with other utilities servicing each residence must be underground and no outside lines, television antennas, satellite dishes, above ground improvements or mechanical devices will be allowed without Council's written approval.

3.12 Fireplace flues and chimneys shall be covered with brick, stucco or synthetic stucco. All fireplaces shall have chimney caps of brick, slate, terra cotta, copper or other approved material and shall be submitted with construction plans for prior approval. Stack vents are to be painted the color of the roof and be located in the rear of the home when possible.

3.13 Roof pitches and roof materials shall meet Council's approval. Laminated or "architectural" shingles will be required. The Council must approve all other roofing materials. The home's entrance façade shall have a minimum plate height of ten (10) feet and 80% of the ground floor ceilings shall not be less than nine (9) feet in height, unless otherwise approved by the Committee. All porches along the front of each home should be a minimum of eight (8') feet in depth and width.

3.14 All residences shall be required to face the interior street.

3.15 Outside lighting, outside music or sound producing devices and any other mechanical devices shall be subject to the approval of the Council and any reasonable standard adopted respecting any restrictions in this regard shall be final.

3.16 The builder or architect of each home must properly design foundations, and the Council's approval of construction plans is limited only to appearance and not structural design or engineering. Driveway construction and lot grading from the street to the front building line shall be approved in advance by the Council and/or West Feliciana Parish Police Jury and shall take into consideration the existing drainage swells along the roadside and must conform to the subdivision drainage plan. The developer does not warrant soil conditions. West Feliciana Parish Planning Commission regulations should be obtained and carefully reviewed for slab elevation requirements.

3.17 If a window mounted air conditioning or heating unit is used in the home, it must be installed so that it is not visible from the street. All air conditioning compressors and pool equipment shall be visually screened from the street and from side yard view by appropriate fencing, screening or landscaping.

3.18 Solid core wooden doors and wooden windows are required on the front elevations and corner elevations facing any street.

3.19 Landscaping of improved lots is required. Landscaping shall be installed within 90 days after construction of dwelling.

3.20 Removal of existing trees is prohibited without prior approval of the Council unless the tree to be removed is unhealthy and creates any potential hazard or unless the tree to be removed is smaller than 8" in diameter and/or shorter than 12 feet in height. "Live Oaks" cannot be trimmed without prior approval from the Council.

3.21 Each residence will be allowed to locate a single mailbox, address plate and pole unit designated by developer at the street. The mailbox unit shall be installed so the bottom of the box is 42 inches above the back of the street and so that the front of the box is even with the back of the street. The mailbox unit is to be painted black.

All mailboxes constructed or placed on any lot shall be of a uniform size, style, and quality selected and approved by the Architectural Committee. No lot owners shall construct a mailbox on any lot without prior approval from the Architectural Committee as to the type, size, style, and quality of mailbox, and the area of placement of the same.

3.22 Sewerage disposal shall be by a method approved in writing by the West Feliciana Parish sanitarian and the Council, no offsite discharge will be allowed. Each lot owner will be required to bear all expenses for his or her lot to hook up to the parish sewer system if and when one is installed.

3.23 Contractors are required to keep their job sites as neat and clean as possible. Construction materials shall be stored in a neat and orderly manner at all times during construction. Mud from construction vehicles on streets of said subdivision shall be removed before each days end. Materials are not permitted to accumulate on any lot for a period exceeding 90 days from the first delivery.

3.24 The established speed limit within the Development and any addition thereto is 25 miles per hour, or such other speed limit as may be adopted by the Developer or successor Association, for construction vehicles, including light trucks and autos.

3.25 Any damages to street and curbs, drainage inlets, streetlights, street signs, mailboxes, walks, etc. will be repaired by the property owner responsible for presence of the person causing such damage in the Subdivision.

#### 4. GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

4.1 Homes in Sage Hill Trace shall be used for single family residential purposes only. No part of any property in this subdivision shall be used for apartment houses, schools, churches, group homes, multifamily housing, assembly halls, fraternity houses or discharge of firearms. There shall be no raising of livestock other than 2 horses. Domestic animals shall not roam freely, must be leashed or detained by fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance.

4.2 No trailer, RV, basement, shack, garage, barn or other out-building shall at any time be used as a residence, temporarily or permanently, except as may be provided in Section 3.8 above.

4.3 No lot or any part hereof shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Upon completion of a residence, all debris shall be removed from the premises before occupancy of residence. Garden compost may be kept in quantities required by one (1) household only, provided it is not visible from the street and is kept free of noxious odors and insects.

4.4 The keeping of a mobile home either with or without wheels, on any parcel of property covered by these covenants is prohibited. A motorboat, recreational vehicle (RV) or other similar water born vehicle or recreational vehicle may be maintained, stored or kept on any parcel of property covered by these covenants only if kept completely from view of the street and/or only if housed completely within a structure which has been approved in writing by the Council or only if locations on the lot has been approved by the Council in writing in advance.

4.5 No sign of any kind, except standard real estate signs, shall be displayed to public view on or from any building site without the prior written consent of the Council or its agents.

4.6 No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other owners.

4.7 There shall be no storage or obstructions placed or parked on any landscape area without the prior written consent of the Council.

4.8 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 the requirements of governmental bodies, which require maintenance modification, is enforceable in the same way as the responsibility for the maintenance and repair of the property concerned.

4.9 Each individual owner shall be responsible for the maintenance of all landscaping on his lot and for maintaining his lot, residence and driveway in a clean and orderly fashion at all times, and the owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Lot owners shall keep their lot(s) mowed at all times and free from rubbish, trash, debris and noxious weeds in default of which and at its discretion and after formal written notification, the Council, may cause such work to be performed and may demand for reimbursement for such costs along with reasonable attorney's fees and/or any court costs.

4.10 Buildings shall not be located closer than forty-five (45) feet from the boundary line from a lot on its road frontage nor less than twenty (20) feet from the side boundary lines of the lot. However, the Architectural Committee shall have the right and authority to modify the building and set-back requirements set forth herein and to grant variances as to same, which, in its discretion, are necessary and appropriate to the development of any particular lot due to its size, configuration or location, without harming or detracting from the integrity of the overall plan for development of the subdivision.

4.11 All buildings must be maintained. Damage by fire, storms, or other events, must be corrected within ninety (90) days.

4.12 No exploration, mining, or drilling, for development and exploration of gas, oil, or other minerals shall be permitted or conducted on residential property.

4.13 No storage of hazardous waste or other hazardous materials shall be permitted on residential property. This restriction does not preclude the use of butane, propane, or other fuel tanks so long as same are not visible from any adjacent or neighboring residential property, the common streets, or roads, and same are protected from view by walls, fences, landscaping screens, or similar type enclosures.

## 5. LANDSCAPE, SIGNAGE AND ROAD SERVITUDES

5.1 The landscape, sign servitude, private road servitude and other servitudes as shown on the final plat of Sage Hill Trace are dedicated to the common use of the enjoyment of the lot owners of Sage Hill Trace, and the care, upkeep and maintenance of these areas are not the responsibility of the West Feliciana Parish Government, but shall be the responsibility of the lot owners of Sage Hill Trace. These landscape areas are not dedicated for use by the general public. The costs of all lighting, except streetlights installed by the utility company are to be borne by the lot owners and not the Parish governing authority.

5.2 The developer agrees to provide maintenance, landscaping, and grass cutting for a period of not less than 2 years or until such times as 50% of the lots in Sage Hill Trace have been sold, at which time the residents and Homeowners Association shall be responsible for such maintenance and landscaping as might be required.



## 6. COVENANTS FOR MAINTENANCE ASSESSMENTS

6.1 The Council has the specific right, upon a majority vote of its members, to levy and collect (by legal proceedings if necessary) from each lot owner in Sage Hill Trace an annual assessment in an amount it determines is necessary in order to provide said subdivision with lighting, maintenance of the landscape areas, private fence servitude, common areas, gardening and any other services generally undertaken or furnished by private associations of property owners. Any assessments shall be made in writing directed to the property owner, and upon failure to pay within (30) days from the date the notice is given, a copy thereof will be filed with the Clerk and Recorder for the Parish of West Feliciana, Louisiana, and will act as a lien upon the property so assessed. In addition, the Council may use the revenue for such purposes as will benefit the residents and property owners in Sage Hill Trace, provided, however that such assessment shall when filed, rank only from the date of recordation.

6.2 It shall be the duty of the Council, at least thirty (30) days prior to the Association's annual meeting, to prepare a budget covering the estimated costs of operating the Association during the coming year. The Council shall use reasonable efforts to cause the budget and the assessments levied against each lot owner for the following year to be delivered to each lot owner. The budget and the assessments shall become effective unless disapproved at the annual meeting by a vote of a majority of the total lot owners. However, in the event that lot owners disapprove the proposed budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall be continued for the succeeding year. Only the Council, upon a majority vote of its members, shall be required to approve the initial budget. The initial maximum annual assessment, which may be levied against each lot with a house constructed on it, shall be \$250.00 per year. The annual assessment, which may be levied against each vacant lot, is one-half (1/2) the amount levied against a lot with a house constructed on it. Lots available for sale by the developer will not bear these assessments.

6.3 If the assessment set forth above proves inadequate for any year, the Council may at any time levy a special assessment against all lot owners. Prior to becoming effective, however, any special assessment shall be approved by the affirmative vote of a majority of those present, in person or by proxy, at a special or annual meeting of the lot owners, notice of which shall specify that purpose. Any special assessment levied against a vacant lot shall not exceed one-half (1/2) the amount levied against a lot with a house constructed on it nor shall the developer be assessed for any lot being held for sale.

6.4 All cash amounts or sums due pursuant to the terms of this agreement or any assessments that have been levied shall bear interest at the rate of Twelve (12%) per cent per annum from date due until paid. Any party who fails to comply with that said party's obligations hereunder shall also be liable to pay court costs and reasonable attorney's fees of the assessing party, their heirs or assigns.

6.5 The right to collect and administer the maintenance assessments and obligations may, upon a vote in writing of a majority of the lot owners, be transferred to a corporation formed for that and other associated purposes.

## 7. MISCELLANEOUS PROVISIONS

7.1 These stipulations and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from this date, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by written consent of the majority of the then owners of the lots in said subdivision, duly recorded in the conveyance records of this Parish, it is agreed to change said stipulation and restrictions in whole or in part, in which event the covenants referred to in that instrument which the majority in interest of owners shall state that it is their desire to abolish these restrictions which shall cease to have further force or effect at the end of the then current term, and all remaining restrictions, amended or otherwise, shall remain in full force and effect for the succeeding term(s).

7.2 If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the provisions hereof; it shall be lawful for any other person or persons owning any portions of the properties of any lot, or for the Developer or the Council to prosecute that party in a proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, and to prevent such person or persons from so doing or to recover damages or other amounts for such violation. Any first or subsequent purchaser of any lot in Sage Hill Trace shall be entitled to sue for his own account or for the account of the other parties similarly involved or situated, or both, or to seek both of those types of relief as may be available. Failure of any person, firm or corporation to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.3 Invalidation of any one of these restrictions, or part thereof by judgment or Court Order or as herein provided, shall in no way affect any other provision herein contained and all other provisions shall remain in full force and effect.

7.4 The developer has the right to amend these restrictions two (2) times in twenty-five (25) years.

THUS DONE AND SIGNED on the above month, day and year in St. Francisville, Louisiana in the presence of the undersigned competent witnesses and Notary Public.

WITNESSES:

Charles F. Wilson  
Charles F. Wilson

CECIL GRAVES ET UX TEC, LLC  
By: Cecil Graves  
Cecil Graves, Manager

Casey Frugo  
Casey Frugo

NPC DEVELOPMENT, LLC  
By: Nolan Percy  
Nolan Percy, Sole Member

Robert O. Butler, Jr.  
NOTARY PUBLIC  
Robert O. Butler, Jr.

