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Grantor 1: DALY ESTATES

Grantee 1: RESTRICTIONS

COB: 1264256

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Larry Caillier

Larry Caillier

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
DALY ESTATES

STATE OF LOUISIANA
PARISH OF ST. LANDRY

BE IT KNOWN that on this 15th day of January, 2025, before me, Benjamin G. Torian, a Notary Public duly qualified in and for the aforesaid State and Parish, and in the presence of the named and undersigned competent witnesses, PERSONALLY CAME AND APPEARED:

CAJUN CATCH PROPERTIES, LLC, a Louisiana limited liability company (hereinafter sometimes referred to as the "Developer"), represented herein by its duly authorized Manager, Paul L. Mier;

who did depose and state that the Developer is the Owner of that certain parcel comprising **DALY ESTATES**, in St. Landry Parish, State of Louisiana (the "Property"), which property is shown on that plat entitled "Daly Estates" prepared by A.E. Montagnet, dated October 11, 2024, and filed in the official records of the Parish of St. Landry, State of Louisiana, under Instrument No. 1262954. Said **DALY ESTATES** shall be subject to the following restrictions:

1. Definitions

- 1.1 "Property" or "Properties" shall mean and refer to that certain real property described above or together with such additional real property as may by subsequent amendment be added to the subject to this Act.
- 1.2 "Lot" shall mean and refer to any plot of land shown upon and recorded on the map of the Property as defined herein.
- 1.3 "Developer" shall mean and refer to Cajun Catch Properties, LLC and its successors and assigns.
- 1.4 "Owner" shall mean and refer to the record owner, whether one or more persons or entities (including the Developer) of title to any Lot.
- 1.5 "Restrictions" – The entire body of this document entitled "**Declaration of Covenants and Restrictions for Daly Estates.**"
- 1.6 "Committee" – The Architectural Control Committee for Daly Estates.

2. Purpose

- 2.1 **Purpose** – The Property is a residential development and is hereby subject to the obligations, covenants, restrictions, reservations, servitudes, liens and charges herein set forth, including without limitation the assessment and penalty provisions, to insure the best use and most appropriate development and improvement of each Lot, to protect the Property, to preserve, so far as practical the natural beauty of the Property, to prohibit the erection of poorly designed or proportioned structures and structure built of improper or unsuitable materials; to encourage and secure the proper location and erection of attractive homes on Lots; to secure and maintain building setback lines; and in general, to provide adequately for quality improvements of the Property and thereby enhance the values of investments made by the Developer and Lot Owners.
- 2.2 **Nature and Extent** – All obligations, covenants, restrictions, servitudes, and conditions of these Restrictions are intended as and are declared to be reciprocal, predial servitudes and real obligations established as a charge on each Lot, and incidental to ownership thereof and are for the benefit of each Owner and the obligation to honor and abide by each obligation, covenant, restriction, servitude and condition, and to pay any assessments, shall be also the personal obligation of each Owner of a Lot in favor of the Owner of the other Lots. The Property and all portions thereof shall be conveyed, transferred and sold by any Owner 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. Architectural Control

- 3.1 **Formation and Purpose** – To maintain a high standard of construction and appearance for the benefit of the Owners of Lots, the Developer does hereby establish and designate the Architectural Control Committee (the "Committee") to perform the duties set forth below.
- 3.2 **Committee Membership** – The Committee shall consist of two (2) members who will be appointed by the Developer (the "Initial Committee"), or its designee or successor. The first members are Noelle O. Montgomery and Benjamin G. Torian.
- 3.3 **Submission of Plans** – Prior to commencement of any work on any Lot, including any grading or clearing thereof (other than wood or trash removal), the Owner of a Lot shall submit to the Committee one set of plans and specifications for the construction of any residence, garage, building, shed, storeroom, parking pad, fence or wall, swimming pool, greenhouse or other significant improvement. No work shall commence on any Lot until the written approval of such plans has been given by the Committee. No building on any Lot shall proceed except in accordance with submitted plans as approved. Such plans shall be considered as submitted for approval only when they have been delivered to the Committee at Torian Law, LLC, 4041 Ambassador Caffery Parkway, Suite C, Lafayette, LA 70503. The following must be submitted:
 - a) A copy of the plans or drawings and specifications which show all exterior materials, finishes, and designs, including elevations of all four sides of the buildings.

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- b) A plot plan showing the location of all improvements on the Lot.
- 3.4 Review of Plans** – The Committee may issue its written approval or disapproval of such original plans or proposals submitted to it any time within fifteen (15) calendar days after submission. Failure of the Committee to act upon properly submitted plans or proposals within fifteen (15) days of submission shall constitute approval thereof.
- 3.5 Review Fee** – The Developer requires that upon submission of plans for a main residence, a review fee of \$1,000.00 made payable to Torian Law, LLC shall also be included with the submission items referenced in Section 3.3 herein. The review fee covers both the review of plans and the final inspection of the finished project to ensure that the approved plan was followed with no unapproved deviations. The Developer also reserves the right to fine or enjoin an owner who fails to build in accordance with the final, approved plan.
- 3.6 Standards for Review** – The Committee shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based on any grounds, including purely aesthetic conditions which shall be deemed sufficient. Any approval by the Committee is not an endorsement of the structural integrity of the materials, finishes, colors and manufacturers and the Committee makes no guarantee as to the performance of the approved items.
- 3.7 Finality of a Decision** – The decisions of the Committee shall be final, binding, and non-appealable.
- 3.8 Variances** – The Committee, at its discretion, has the right to approve any waivers or deviations from these restrictions that it seems appropriate, including but not limited to building setback lines, but under no circumstances shall the Committee grant a waiver or variance that would allow the placement of a mobile home on any of the Lots. Any plans on which waivers, variances or deviations are approved must be signed by all members of the Committee.
- 3.9 Completion of Improvements** – Upon commencement of construction, the exterior of the structure must be completed in a timely manner, generally within one year of commencement of construction.

4. Restrictions

- 4.1 Re-subdivision of Lots** – No Lot may be subdivided to create a smaller lot; however, two lots can be combined and re-subdivided into one larger lot with the approval of St. Landry Parish Government.
- 4.2 Approval of Plans by Architectural Control Committee** – Prior to commencement of work on a Lot, including any grading or clearing thereof (other than weed or trash removal), the Owner thereof shall have received approval of all plans in accordance with Section 3 of these Restrictions.
- 4.3 Minimum Size of Residences** – The minimum size of a residence is to be computed on the basis of the square footage area that is mechanically heated and cooled (the "Living Area"). The Living Area square footage excludes garages, carports, breezeways, open porches, terraces, patios, overhanging eaves and storeroom areas that are not mechanically heated and cooled.

The minimum size requirements are as follows:

- a) For single-story houses, the minimum living area shall be 1600 square feet.
- b) For two-story houses, the minimum living area shall be 1600 square feet, and the homes shall have a minimum of 1600 square feet of living area on the ground floor.
- 4.4 Building Setback Lines** – Unless approved in advance by the Committee (and provided that placement of said Lot does not violate any zoning or subdivision ordinances or regulations), there is a 150' front setback line, a 25' side setback line and a 150' rear setback line. With the exception of lots 9, 10, and 11. These lots will be required to have a 75' setback from front and back setback lines.
- 4.5 Roof Pitch** – The minimum roof pitch shall be 9/12 unless otherwise approved by the Committee.
- 4.6 Ceiling Heights** – All residences shall be constructed with the ceilings on the ground floor not less than nine (9) feet in plate height. Plate height on garage may not exceed plate height of main home.
- 4.7 Car Storage** – All residences shall have a garage or carport that will accommodate not less than two cars. Garages shall load from the side or the rear, the primary opening of such shall not face the street on which the residence fronts. Inoperable vehicles may not be stored on any Lot.
- 4.8 Exposed Posts and Columns** – All exterior exposed posts and columns which are part of a residence or outbuilding shall be a minimum of 6" by 6" posts.
- 4.9 Exterior Materials** – The exterior of all buildings constructed on a Lot must be approved by the Committee. A minimum of fifty (50%) percent of the total exterior wall surfaces shall be brick. Generally, masonry exteriors, wood siding or other similar material may be used except that in no case shall the use of T-111 plywood (or similar siding) be permitted. Vinyl siding shall not be allowed. However, vinyl may be used for fascia and soffit. No metal or particle board siding is permitted. The Committee has the right to permit variances on this as long as the integrity of the curb appeal is not violated.
- 4.10 Fencing** – Fencing material and the placement of the fence on the Lot must be submitted to the Committee for review. No privacy fences are allowed in the front of the home.
- 4.11 Roofing Materials** – Asphalt or fiberglass shingles shall be 25-year or greater architectural shingles. Metal roofs are permitted. All roofing color selections shall be approved in writing by the Committee as indicated in Section 3 of these Restrictions prior to delivery to the job site.
- 4.12 Driveways** – Driveways shall be constructed of limestone or concrete. The apron to the street must be concrete.
- 4.13 Servitudes and Rights-of Ways** – Servitudes and rights-of-ways for the installation and maintenance of utilities and drainage facilities, as shown on the official, final plat of the Property, are granted to the perpetual use of the public and/or utility companies for such purposes. Whether or not shown on the final plat map, the Developer does hereby dedicate the front 15' from the R/W line of Highway 182 and Highway 178 for the installation and maintenance of utilities.
- 4.14 Single Residences** – No trailer, basement, shack, garage, garage apartment, storage room, barn or other outbuildings shall at any time be used as a residence, temporarily or permanently, except that garage apartments may be occupied as a residence for domestic servants or family members of the occupants.

- of the main residential premises. Structures constructed as a "Grandmother's Apartment" may be attached to or detached from the primary residence and shall be subject to the approval of the Committee. The "Grandmother's Apartment" shall be connected to the same utility meters as the primary residence. No structure may be occupied as a residence until its exterior is completely finished. Barndominiums will be allowed upon review of architectural committee.
- 4.15 **Outbuildings** – Outbuildings, including but not limited to barns and other outbuildings are subject to the same approval requirements as a residence and plans for all such accessory buildings shall be submitted to the Committee for approval prior to construction. No tents, fabric-covered structures, or similar structures shall be permitted. Metal buildings may be permitted by the committee, but the exterior finish and roofing material must conform to these restrictions.
- 4.16 **Animals** – No animals may be kept on the Lot for any commercial purposes. Animals such as horses and cattle must be maintained with a fence.
- 4.17 **Refuse** – No trash, ashes or any other refuse may be thrown or dumped on any Lot (vacant or occupied). No building materials may be stored on any Lot except during the construction period of a residence. All concrete trucks must wash down on the Lot being poured and not on adjacent lots.
- 4.18 **Soil Conditions** – Prior to construction of any structure on any Lot, the Lot Owner has the sole responsibility of satisfying himself regarding the suitability of the soil for the purpose being considered. The Developer makes no warranty regarding soil condition and shall have no responsibility for any damage caused by soil condition, such being the sole responsibility of the Owner.
- 4.19 **Sewerage** – No person shall provide or install a method of sewage treatment other than one that has been approved by the appropriate health units of governmental bodies having jurisdiction over such matters.
- 4.20 **Commercial, Noxious or Offensive Activities** – No noxious, or offensive activities shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the surrounding Lots. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately.
- 4.21 **Swimming Pools** – Swimming pools must be fenced with at least a 5' privacy fence and must be located at the rear of the Lot.
- 4.22 **Air Conditioning** – Window air-conditioning units are not permitted in residences. All residences shall have central heating and air-conditioning systems.
- 4.23 **Mobile homes, Parking, Trailers and RV's** – No mobile homes or prefabricated homes shall be placed on any Lot either temporarily or permanently. No house trailers, recreational vehicles, campers, trailers, school buses, boats, motor homes, commercial vehicles, or trucks (larger than a pick-up truck) shall be kept, stored, parked, repaired or maintained on any Lot in such a manner as to create a nuisance to the adjoining property.
- 4.24 **Oil and Mineral Development** – No oil drilling, oil development operations, oil refinery, quarrying, or mining operations of any kind shall be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. However, the provisions of this paragraph shall not be construed as prohibiting the extraction of oil or natural gas from under the surface of the Lots by means of directional drilling from a location outside the Lots which are subject to these Restrictions.
- 4.25 **Water Wells** must be enclosed in a manner that satisfies the architectural committee.

5. General Provisions

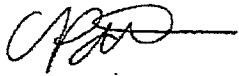
- 5.1 **Strict Interpretation of Restrictions** – These Restrictions, including all obligations, covenants, conditions, restrictions, and servitudes shall, to the maximum extent possible permissible by law, be strictly enforced, construed and interpreted. No provision of these restrictions shall be ignored. The letter of these restrictions shall be enforceable even when violations hereof are technical and apparently minor in nature.
- 5.2 **Knowing Violation of Restrictions** – In the event of the knowing or intentional violation of these Restrictions or in the event of a continuing violation of these Restrictions after receipt (by the violator or Owner of the Lot in which the violation occurs) of written notice of a violation, the party bringing a successful action to enforce these Restrictions by injunction, declaratory judgment, or otherwise shall be entitled to recover from the violator or Owner of the Lot reasonable attorney's fees to be fixed and awarded by the court, plus all court costs.
- 5.3 **Duration** – These 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 the date of this Act. After expiration of the initial twenty-five (25) year term, these Restrictions shall be automatically extended for successive period of ten (10) years each until cancelled as provided at Section 5.4 herein.
- 5.4 **Amendment and Termination** – The Developer reserves the right to amend these restrictions at any time until all lots have been transferred to third party owners. After all lots have been transferred, any amendment to or termination of these Restrictions prior to expiration of the initial twenty-five (25) year term of duration shall only be by written act executed by greater than 85% of the then Owners of all Lots. After the expiration of the initial twenty-five (25) year term of duration, these Restrictions may be amended or terminated by written act executed by a majority of the then Owners of all Lots.
- 5.5 **Notices** – Any notice required to be sent to any Owner under the provisions of the Restrictions shall be deemed to have been properly given and completed when mailed, postpaid, to the last known address of the person who appears as Owner on the public records at the time of mailing.
- 5.6 **Enforcement** – If the Owner and/or Owner's builder, Owner's agent, employee, heirs, successors or assigns, or anyone acting on the Owner's behalf, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any Owner, or the Developer to prosecute any proceedings at law or equity against such an Owner and/or builder violating or attempting to violate any such obligations, covenants, restrictions, servitudes, and conditions, and to prevent the violator from doing so by a mandatory or prohibitory injunction without the necessity of bond, each Owner and/or builder being deemed, by purchase of the Lot, to have waived and relinquished any right to require the posting of bond. However, the availability of injunctive relief shall not preclude (or be precluded

by) any other available remedy for any recovery of damages. Should any Owner or the Developer bring any legal action against an Owner and/or builder, the said Owner and/or builder shall be liable for reasonable attorney's fees and court costs expended by the successful party in such an action. Failure of any person or entity to enforce any provision of these Restrictions, shall, in no event, be deemed to be a waiver of the right to do so thereafter against such violating Owner or any other Owner which may participate in a similar violation in the future.

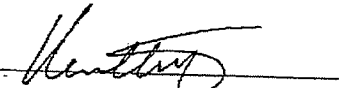
5.7 **Severability** – Invalidation of any one of these reservations, restrictions, covenants, or conditions by judgment or court order shall in no way affect any other provisions of these Restrictions, all of which remain in full force and effect.

Thus done and signed in my office, in the City of Lafayette, Parish of Lafayette, State of Louisiana, in the presence of the undersigned competent witnesses and me, Notary, on the day and date first hereinabove written.

WITNESSES:

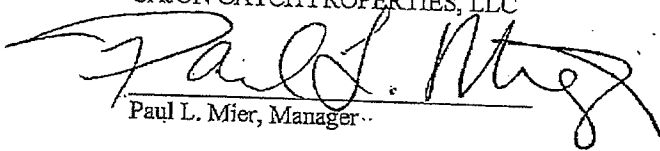


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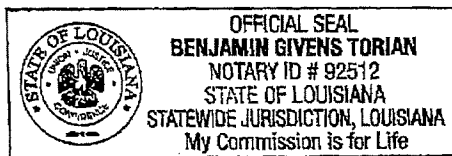
CAJUN CATCH PROPERTIES, LLC



Paul L. Mier, Manager



Notary Public



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