

7.17 Commercial, Noxious or Offensive Activities. No commercial, business, trade, 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 neighborhood. This restriction, however, shall not prohibit a builder from erecting temporary warehouses and/or offices on any Lot during the construction of houses on the same 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 materials shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street or lake and is kept free from obnoxious odors and insects. All refuse containers including garbage cans, trash cans, recycle bins, etc. must be kept or stored in the rear of the Lot, behind the improvements.

7.18 Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign per lot of not more than three (3) square feet. The Developer is excepted from this restriction.

7.19 Mineral Operations. No oil or gas drilling, mineral development operations, production or treatment of facilities, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on the surface of any Lot. No derrick or other structure designated for the use in drilling for oil or natural gas or other minerals shall be erected, maintained, or permitted upon any Lot, even temporarily.

7.20 Parking and Storage. No house trailers, recreational vehicles or trailers, school buses, boats, motor homes, commercial vehicles, automobiles, trucks, go-carts, bicycles, or toys shall be kept, stored, parked, repaired or maintained on any Lot, street, servitude or right of way, in such a manner as to be visible from the lake or visible from the street on which the Lot fronts. No parking is permitted on the front grass or rear yard of any Lot that is visible to Common Property.

7.21 Antennas, Outside Lighting, and Outside Sound. No outside above ground lines, outside television antennas, satellite dishes, or hanging devices shall be allowed without the prior written consent of the Committee. Satellite dishes and other antennas will under no circumstances be allowed to be placed in front of the residence or garage on any Lot. Satellite dishes must have prior written approval from the Architectural Control Committee. Construction, location, and maintenance of outside lighting, outside music or sound producing devices and their outside mechanical devices shall be subject to the prior written approval of the Committee, and any standard adopted respecting any restrictions in this regard shall be final and not subject to review.

7.22 Livestock and Animals. No livestock, animals or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other ordinary household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose and further provided that they are kept, bred, or maintained otherwise in accordance with law.

7.23 Gardening. No Lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes and a non-commercial garden for use by a single household may be located on a Lot provided that it is not visible from any street.

7.24 Building Materials Storage. NO building materials and no building equipment of any kind may be placed or stored on any Lot except in the actual course of construction of a residence or other building thereon.

7.25 Weed Removal. Owners shall keep their Homes mowed on a regular basis and free of weeds and clean of trash, rubbish, or garbage. In the event an Owner fails to mow the grass, cut the weeds, or clean up the trash or garbage within fifteen (15) days after receipt of written demand from the Association, the Association may mow, cut, or clean the Home. The actual cost incurred by the Association in connection therewith shall be deemed to be an additional assessment against the Home, and the Owners thereof may be assessed, together with interest, fees and costs, the same as a regular Home assessment under Article VI of these restrictions.

7.26 Fences. All fences shall be approved by the appropriate committee prior to construction. No fence or wall shall be constructed nearer to the street than the appropriate building setback lines. No fence or wall shall be constructed on the side of the Lot on which the Lot fronts nearer to the street than the front of the house, regardless of setback lines provided herein. No fence or wall shall exceed six (6) feet in height. Chain link fences are prohibited. If wood fences are erected using metal posts, such metal posts shall not be visible from any neighboring property or from any street. Wooden fences shall be made of cedar, cypress, redwood, or other natural material of similar appearance if approved by the Committee prior to commencement of construction. Fences on Lots bordered on any property line by any of the Common Property and/or the lakes shall be constructed in such a manner as to preserve the view of the Common Property and/or the lakes from other Lots.

7.27 Mailboxes. The Owner of each Lot, after construction of a Home, shall erect a mailbox only of the standard approved by the Association.

in such a manner as to preserve the view of the Common Property and/or the lakes from other Lots.

7.27 Mailboxes. The Owner of each Lot, after construction of a Home, shall erect a mailbox only of the standard approved by the Association.

7.28 Concrete Trucks. Washing out of concrete trucks shall be on the lot being poured and not on any other area.

7.29 Exterior Completion. The exterior of any improvement permitted by these restrictions shall be completed within 240 days after construction of same shall have been commenced.

7.30 Finished Slab Elevations. No finished slab or other foundation for permanent improvements intended for human habitation shall be constructed below one foot above the elevation established as the 100-year flood elevation as shown on the applicable National Flood Insurance Program rate map (or a similar map used to establish flood insurance rates if the designated map is no longer made available).

7.31 Holiday Decorations. Holiday decorations must be removed within 20 days after any holiday.

7.32 Window Treatments. Newspaper, foil, roll paper, wax paper, etc. cannot be used as a temporary or permanent window covering.

7.12 Storage Buildings. Detached storage buildings shall be permitted only on the rear elevation of any Lot, and shall be subject to approval by the Architectural Control Committee. All storage buildings must be shingled, and the type and color of the shingles must match that of the main dwelling. The exterior must match the color of the main dwelling. No vinyl or aluminum siding shall be permitted. Storage buildings to be constructed on Lots bordered on any property line by any of the Common Property shall be constructed in such a manner as to preserve the view of the Common Property from other Lots.

7.13 Landscaping. Within sixty (60) days after completion of the exterior of the residence constructed on any Lot, the areas between the residence constructed on the Lot and each street bordering the Lot shall be fully planted with sod or covered with raised and planted plant beds and at least 150 square feet of raised plant beds will be constructed and planted on the Lot. Within 90 days after the initial occupancy of a Home on a Lot, at least two (2) trees will be planted on the Lot, each tree to be at least two (2) inches in diameter, measured three feet above the ground, and at least five (5) feet tall.

7.14 Servitudes and Rights of Way. Servitudes and rights of way for the installation and maintenance of utilities and drainage facilities, as shown on the official final plat of the Property, are dedicated to the perpetual use of the public for such purposes. Existing servitudes as shown on the official final plat are subject to limited usage by Lot Owners as shown by the dedication language contained on the official final plat and as set forth herein.

7.15 Trees. No tree at least eight (8) inches in diameter, measured three feet above the ground, and twenty (20) feet tall may be removed from any Lot, unless in the approved building site, its access, or immediate surroundings, without approval of the Committee. The intent of this restriction is to preserve a natural wooded environment insofar as that is compatible with careful development. To this end, over clearing of Lots is prohibited.

VII. PROTECTIVE COVENANTS

7.1 Residential Use. All Lots are for residential purposes only and no part of the Property shall be used for any commercial purpose except as expressly permitted by these restrictions. Apartment houses and lodging houses are prohibited. Not more than one single family residence, with accessory buildings, shall be built or constructed on each lot. No school, church, assembly hall, or group home of any kind (including, without limitation, any "community home" as defined in La. R.S. 28:477), shall be built or permitted to be built on any lot nor shall any lot or existing structure be permitted to be used as such.

7.2 Resubdivision of Lots. No Lot may be resubdivided in order to accommodate more than one single family residence per original lot. No other resubdivision of one or more Lots shall be allowed without the prior written consent of the Committee. However, the owner of any two (2) or more adjoining lots which front on the same street may erect a single residence on said lots, in which case the two lots shall be considered as one Lot for the purposes of these restrictions except for voting purposes.

7.3 Approval of Plans by Architectural Control Committee. Prior to commencement of any work on a Lot, including any grading or clearing (other than weed or trash removal), the Owner thereof shall have received approval of all plans in accordance with Article IV of these restrictions.

7.4 Building Size. No residence on any lot may be built or occupied having less than 1,500 square feet of heated and cooled living area. In computing or determining the "heated and cooled living area," open porches, screened porches, porches

7.14 Servitudes and Rights of Way. Servitudes and rights of way for the installation and maintenance of utilities and drainage facilities, as shown on the official final plat of the Property, are dedicated to the perpetual use of the public for such purposes. Existing servitudes as shown on the official final plat are subject to limited usage by Lot Owners as shown by the dedication language contained on the official final plat and as set forth herein.

7.15 Trees. No tree at least eight (8) inches in diameter, measured three feet above the ground, and twenty (20) feet tall may be removed from any Lot, unless in the approved building site, its access, or immediate surroundings, without approval of the Committee. The intent of this restriction is to preserve a natural wooded environment insofar as that is compatible with careful development. To this end, over clearing of Lots is prohibited.

7.16 Temporary Structures. No structure of a temporary character shall be located on any Lot at any time, except as being used in connection with, and during the continuance of, construction on a Lot. No trailer, recreational vehicle, tent, shack, barn, or other outbuilding shall be used as a residence either temporarily or permanently.

UNOFFICIAL

with removable windows, breezeways, patios, landings, outside unfinished storage or utility areas, garages, carports, and any other area having walls, floors, or ceilings not completed as interior living space shall not be included.

7.5 Utilities. All residences shall tie into and utilize available sanitary sewer and water services (i.e., septic tanks, private sewerage treatment plants and private water wells will not be allowed if such services are available from utility companies providing those services).

7.6 Garages and Carports. All residences shall have a garage or carport (a building or other structures for storage or parking of vehicles or boats whether or not attached to the main dwelling) which will accommodate not less than two (2) nor more than four (4) automobiles. No garage or carport may have an entrance that faces the street on which the residence fronts except as declared to be acceptable by the Developer Committee. No carports will be allowed on corner lots or on lake lots (i.e., lots bordered on any property line by any of the Common Property which includes the lake). All lake lots must have enclosed garages and the garages must be located on the side or in front of the residence and cannot be located behind the residence (i.e., garages on lake lots cannot be located in the area between the residence and the lake). Garages on non-lake lots must be enclosed and may be located in the front, on the side, or behind the residence of the residence. Carports on non-lake lots must be located behind the residence and cannot be located on the side or in front of the residence (i.e., a carport on a non-lake lot must be located in the area between the residence and the rear property line).

against such improper use of surrounding Lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the Property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built 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 appropriate locations thereof on Lots; to prevent haphazard and inharmonious improvements of 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 purchasers of Lots.

2.2 Nature and Extent. All obligations, covenants, restrictions, servitudes and conditions of these restrictions, including without limitation the assessment and penalty provisions, are intended as and are declared to be reciprocal, predial (landed) 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 and fines shall be also the personal obligation of the Owner of a Lot in favor of the Association and Owners of other Lots. The Property and all portions thereof hereinafter shall be conveyed, transferred and sold by any Owner thereof 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. It is the intent and purpose of these restrictions to set forth a general plan governing building standards, specified uses and improvements and certain of the provisions herein contained are intended to prohibit and inhibit the free use and development of the Property. Some provisions hereof are couched in general terms, including, without limitation, those dealing with approval by the Committee of proposed plans for improvements to particular Lots. The criteria for approval by the Committee is intended to be subjective and not objective and all criteria for approval or disapproval of proposed building plans cannot be determined in advance of presentment. Accordingly each Owner of a Lot by recordation of an act transferring title of a Lot to said Owner, whether or not it shall be so expressed in said act, does recognize and agree that these restrictions are intended to and do restrict, inhibit and prohibit free use and development of the Property and the Lots and each Owner shall be deemed to have agreed to be bound by these restrictions including, without limitation, those which may be deemed or determined to be vague or indefinite.

4.7 Standards for Review. In approving or disapproving such plans, the Committee shall require new construction and repair or remodeling to be consistent with these restrictions and applicable zoning ordinances. The Committee shall also require the exterior design and color of all construction, repair, and remodeling of all residences, fences, walls and other improvements to be in harmony with the exterior design and color of those existing on the Property to the extent that such construction, repair, and remodeling does not to any extent detract from the value of the Property or any Lot.

shall be the property line running roughly parallel to the "front."

7.8 Driveways. The location of driveways must be approved by the Committee. Driveways shall be constructed of concrete. Asphalt and granular materials such as gravel, crushed stone, or dirt are not permitted for use on driveways. The Committee shall have the right to approve the proposed location of the driveway on the plot plan submitted to the Committee for approval or require relocation of the driveway.

7.9 Exterior Finish. The exterior (excluding the roof) of all buildings and structures shall be finished in brick, stucco, or masonite, or other material approved, in writing, by the Committee. Front elevations shall have a minimum of nine (9 foot) ceiling height.

7.10 Roofing. Roofing shall be slate, wood shingle or asphalt shingle.

7.11 Aluminum Awnings. Aluminum awnings shall be permitted only on the rear elevation as a patio cover, and shall be subject to approval by the Architectural Control Committee.

II. PURPOSE, NATURE AND EXTENT OF THESE RESTRICTIONS

2.1 Purpose. The purpose of these restrictions 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 Property is hereby subjected to the obligations, covenants, restrictions, servitudes and conditions 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 Owners

8

UNOFFICIAL