RESIDENTIAL RESTRICTIONS

of

LAKEWOOD SUBDIVISION (SOUTH) situated in Sections 27 & 39, T6S, R 7 E, as per official plat of Clifford G. Webb, Civil Engineer, dated November 10, 1965.

Developed by: INTERSTATE ENTERPRISES, INC. Joseph L. Mauroner, President **UNITED STATES OF AMERICA**

STATE OF LOUISIANA

PARISH OF TANGIPAHOA

1. **Temporary Structures**:

No trailer, shack, tent, barn, garage, or other outbuilding or any structure of a temporary character shall be at any time be used either temporarily or permanently as a residence or place of business.

2. Structure Type:

No structure shall be erected, altered, placed, or permitted to remain on any building site other than one detached single family dwelling which may have a private garage and other appropriate outbuilding, except as hereinafter provided. Shelter off street parking in the form of a garage or carport must be provided for all vehicles owned by the occupants, which shelter must blend into he designed of the dwelling. Not less than 200 square feet of shelter space must be provided for each car. All driveways must be concrete or asphalt, and not less than nine feet in width.

3. **Dwelling Cost, Quality, and Size:**

No dwelling shall be permitted on any lot at a cost of less than \$12,000.00 (cost of building) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages or carports, shall be not less than 1200 square feet for a one-story dwelling nor less than 900 square feet for a dwelling of more than one-story. No two-story residence shall have an area of less than 1200 square feet.

4. Building Location:

All foundations, including porches, but not steps, must be set back no less than, nor more than 35 feet from the front lot line. It is the intention of this provision that the fronts of all residences be in a uniform line facing each street. No portion of the foundation of any building can be closer than seven (7) feet from any side line, nor closer than seven and one-half (7 ½) feet from any rear line.

5. <u>Use of Structures Prior to Completion:</u>

Except as hereinafter provided, no building may be used as a dwelling or residence before the exterior wall and roof have been covered or finished with a material generally accepted in this area as a finished material. Finish materials shall include brick, building blocks, wood, asbestos, metal siding, shingles, cement, or stucco, but shall not be limited to these materials. Wood, when used as a part of the exterior wall or roof, shall not be considered a finish material until it is stained or painted with the proper number of finish coats. Materials such as building or insulation felt or paper, commonly used under other finish material shall not be used as a finish material, nor shall roll siding, roll roofing, imitation brick or stone marked asphalt composition roll siding be used as a finished material.

6. Fences:

No fence shall be built near the front line of any of the lots than the foundation of the house built on the lot. In the event the fence is built on the property line, there is no obligation on the adjacent owner to pay any portion of the cost of the fence or to maintain the same. If, however, the fence is placed on the property line and the adjacent owner desires to join onto said fence and use the same as a part of his own, then, he must pay the other owner one-half (1/2) of the value of said fence at the time he joins thereto, and must thereafter bear one-half (1/2) of the cost of maintaining the joint fence

7. Re-Subdivision of Lots:

These covenants prohibit the re-subdivision of lots from any dimensions other than those shown on the official recorded plat. However, this does not prohibit the use or more than one lot, nor does it prohibit two lot owners from purchasing a lot lying between their respective lots, and then diving it between them, provided only one residence be erected on the lot and one-half thus created.

8. Nuisance:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

9. Prohibited Establishments and Signs:

It is understood that all of the property in this subdivision shall be used solely for residential purposes. No advertisement signs, billboards, public staples, public kennels, filling stations, public garages, mortuary or crematory establishments, retail or wholesale shops or stores, shall be erected or any business, industry, or trade carried on upon any of said property.

10. Apartment House, Garage Apartments, Etc.:

No apartment houses, garage apartments, or building designed for occupancy by more than one family unit shall be erected, nor shall any beauty shops, doctors, dentists, lawyers, or professional offices be erected upon the premises, nor shall these professions be practiced upon said premises other than in an emergency.

11. Livestock and Poultry:

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are kept for household purposes and are kept under control by the owner.

12. Sight Distance at Intersections:

No fence, wall or hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and line connecting them at points 25 feet from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. Conflict with Other Regulations:

Nothing in these residential restrictions shall be construed to minimize, lessen, or reduce the minimum requirements of the State of Louisiana, The Parish of Tangipahoa, or any municipality within which they may subsequently be incorporated; but, rather, in any case of conflict between these regulations and/or requirements, the greater or more stringent will take precedence or govern.

14. Oil and Mining Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

15. Easements:

Easements for installation and maintenance of utilities and drainage facilities are reserved as show on the recorded plat of Lakewood Subdivision (South).

16. Meter Location:

All gas meters shall be located within three (3) feet of the building. No meters shall be located on any of the front or side property lines.

17. Maintenance of Lots:

The owners of the lots in said Lakewood Subdivision (South) assume the obligation to keep their respective properties from growing up in weeds or under-brush or unkept grass, and if they fail to perform this obligation, then the adjacent property owners, or any one of them, or the promoters of the subdivision, have the authority to have the premises properly cut or cleaned and to be paid a reasonable charge for such services by the owner of said property.

18. **Term:**

These covenants 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) year from the date these covenants are recorded, after which time said covenants shall be atomically extended for successive periods of ten (10) years unless an instrument signed by a majority of then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

19. Enforcement:

The right is given to any owner of any of the lots in Lakewood Subdivision (South), as well as to Interstate Enterprises, Inc., its successors or assigns, to personally enforce or enjoin by legal action or otherwise, any violation of the restriction set forth herein, whether such owner is contiguous, near, or otherwise to the party violating said restrictions or conditions.

20. Damage to Facilities:

All owners of lots as well as contractors employed by said owners, shall take all necessary precautions to protect against damage to the streets, water, sewerage, drainage, power and other facilities in Lakewood Subdivision (South). The respective lot owners shall be responsible for all damages caused to said facilities by themselves, their contractors, employees or agents, and shall cause any damage to be repaired immediately, in failure whereof, Interstate Enterprises, Inc., its successors or assigns, as well as any owner of any lots in Lakewood Subdivision (South), shall have the right to repair said damage and to be paid a reasonable charge for said damage.

21. Post Lights:

Prior to the completion of the residences of any of the lots in the subdivision, the owner of the lot shall provide and install a post light to be situated at a point six (6) feet from the from property line and no closer than seven (7) feet to the side line, said post light to illuminated by either electricity or gas, at the option of the lot owner and must be of a design in harmony with the design of the residence. Both the type and location of said post light is subject to the approval of the Architectural Control Committee.

22. Approval of Building Plans:

Prior to beginning the construction of any residence, garage, fence, or other structure, the owner shall submit detailed plans and specification of the proposed building or structure to Interstate Enterprises, Inc. for written approval and no work shall be permitted on the building, garage, fence, or other structure until such approval is received.

The approval of all structures by Interstate Enterprises, Inc. will be based on the requirements of these restrictions and on the approval of such plans and specifications by the Architectural Control Committee of the Board of Directors of Interstate Enterprises, Inc.

The Architectural Control Committee shall consider quality of workmanship and materials, harmony of external design with existing structures, location with respect to topography, finished grade elevation, and general overall appearance and design. The committee's approval or disapproval shall be in writing, and shall be given within 30 days after receipt of the construction plans and specifications and plot plan. The owner shall be promptly thereafter notified of such approval or disapproval.

Any owner may appeal disapproval of any plans to the full Board of Directors of Interstate Enterprises, Inc. The decision of the Board of Directors of Interstate Enterprises, Inc. shall be final.