

See COB 622 p 299 amend 7-9-93 611

RESTRICTIONS FOR PLANTATION GARDEN HOMES

STATE OF LOUISIANA
PARISH OF LIVINGSTON

See COB 386 pg 703 act of conf 12-31-88

BEFORE ME, Raymond S. Bennett, a Notary Public, duly commissioned and qualified in and for the Parish of Livingston, State of Louisiana, and in the presence of the undersigned competent witnesses,

See COB 591 p 495 - Waverly new building line 10-6-93
PERSONALLY CAME AND APPEARED:

CLAUD D. SPRING and MILTON D. HUGHES,

who declared unto me that they are the owners of LOTS ONE (1) THROUGH ONE HUNDRED ONE (101), as shown on plat of survey of PLANTATION GARDEN HOMES, located in Sections Seven (7) and Eighteen (18), Township Six (6) South, Range Three (3) East, Greensburg Land District, Parish of Livingston, State of Louisiana, said plat of survey having been prepared by Alvin Fairburn, Sr., C.E., dated May 26, 1981, a copy of which is recorded in the official records of this Parish.

Appearers further declared unto me, Notary, that they do hereby impose upon all of the aforesaid Lots, except Lot Number 25, and make the same subject to the following zoning and building restrictions, which said protective covenants and restrictions shall run with the land and shall be in favor of each and all of the above described Lots except Lot Number 25, and shall be binding upon the purchaser, owner or occupany of any of the property hereinabove described, their heirs and assigns, said restrictions to be as follows, to-wit:

COB BOOK NO. 347 10/17

See COB 537 pg 297 amend 12-14-88

SECTION I.
ARCHITECTURAL CONTROL COMMITTEE

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LIVINGSTON PARISH

A. To administer the general plans of improvements, to implement the plans of the subdivision and to benefit the purchasers and owners of Lots in the subdivision, there is created a committee known as "The Architectural Control Committee". Said committee shall be composed of three (3) individuals. In the event of the death or resignation of any member, the remaining members shall have the authority to designate a successor. The decision of the committee in any instance where required or in the event of any dispute or controversy involving the interpretation of these requirements shall be final and non-appealable. A majority of the committee may designate a representative to act for it.

see COB 661 p. 117 for amendment 7-5-95 AA

B. Prior to beginning the construction of any residence, garage, fence, or any other structure or remodeling, the owner shall submit two (2) copies of detailed plans and specifications and plot plan of the proposed building or structure to the Architectural Control Committee for written approval. In the event the committee or its designated representative fails to approve or disapprove the plans within thirty (30) days after the plans have been submitted, then approval will not be required and these restrictions shall be deemed to have been fully complied with.

see COB 661 p. 119 for amendment 7-5-95 AA

C. The first Architectural Control Committee shall be composed of the following members: Claud D. Spring, Milton D. Hughes and Alvin A. Fairburn, Sr. These committee members shall be replaced as follows: When forty (40%) percent of said Lots have been occupied one (1) member of the committee will be replaced with a resident of Plantation Garden Homes, to be selected by the Architectural Control Committee. When seventy (70%) percent has been occupied, another member will be replaced with a resident of said Plantation Garden Homes, selected as above. Upon ninety (90%) percent occupation, the third member will be replaced with a resident of the said subdivision, selected as above.

see COB 664 p. 621 for amendment 8-30-95 AM

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D. No building shall be erected, placed, altered or remodeled on any Lot until the specifications and plans have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of exterior design with existing structure, location with respect to topography and finish grade elevation. The committee shall have the authority to retain one (1) copy of the plans, specifications and plot plan after approval or disapproval has been given.

SECTION II.
BUILDING REQUIREMENTS

A. Any building so erected, placed, altered or remodeled shall be constructed exteriorly of brick, brick veneer, stucco, cedar wood, redwood or stone. No building shall be erected, placed, altered or remodeled exteriorly with asbestos or metal siding without the expressed written consent of the Architectural Control Committee, whose determination shall be at its sole discretion and shall be final and non-appealable.

B. No building shall be located on any Lot nearer to the front line than the twenty (20') foot setback line shown on the official plan of these Lots referred to above. For the purposes of this paragraph open porches and garages shall be considered as part of the building. No residence shall be located on any Lot nearer to the rear property line than fifteen (15') feet. Garages may be located within one (1') foot, provided the watershed will fall upon his own ground. No building shall be erected, placed, altered or remodeled any closer than seven and one-half (7-1/2') feet from the property line opposite the Zero Lot line as designated on the official plan. No maximum setback line is established. However, the committee shall have authority to fix a maximum setback line for any Lot where it appears that the setback of any house or related structure will adversely affect neighboring Lots.

C. No permanent billboard shall be constructed on any Lot. This provision will not prohibit the erection of a sign identifying the premises and rental information, provided the size and design is approved in writing by the Architectural Control Committee as a part of the plans and specifications. A temporary sign may be installed during the period of construction in order to give notice to purchasers of the nature of the premises to be sold.

D. There shall be a minimum of One Thousand, Two Hundred fifty (1,250) square feet of living area in each living unit, and there shall be no more than one (1) living unit constructed on any one (1) Lot. Living area shall be defined as that portion of the structure totally enclosed, heated and air conditioned. Porches, courtyards, decks, balconies, garages, and etc., are specifically not living area.

E. Any owner of two (2) contiguous Lots with the "Zero Lot Line" between Lots, may construct two (2) living units joined by a common or party wall (See Section VI - Party Walls), or use said two (2) Lots for a single residence.

F. No building shall be erected, placed, altered or remodeled on any Lot of a height exceeding two and one-half (2-1/2) stories and shall be constructed as a residential building or a service building to said residential building.

G. No structure of a temporary character, trailer, basement, tent, shack, shed, garage, barn or other buildings shall be used on any Lot at any time as a residence or a place of business either temporarily or permanently except movable construction shacks or trailers during the construction period only. No structure in

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addition to the main building shall be constructed of material which does not conform in every respect to the exterior construction of the main building constructed on the Lot.

H. For each individual residence constructed, there shall also be constructed a two (2) car garage compatible in design with the residence. Each garage shall have an automatic door closing device.

I. The outside structure of any building must be completed within eight (8) calendar months after the pouring of the foundation for the building. Residence must be completely finished, fenced and landscaped within twelve (12) months from pouring of foundation unless hindered by acts of God.

J. Prior to construction, all purchasers must maintain their property free of debris, high grass and weeds. The Architectural Control Committee shall give notice by certified mail to any owner who does not maintain his property accordingly. If the property has not been maintained within thirty (30) days from the date of receipt of the notice by the property owner, the Architectural Control Committee may maintain the property free of high grass, weeds and debris, and thereafter file a lien against the property, setting forth the cost required to maintain such property.

K. Each owner of the Lot occupied by a living unit shall be responsible for the care of the grass, trees, shrubbery, flowers, fences and driveways located on that Lot, and they shall be maintained in a reasonable fashion with continuity.

L. Each owner of a Lot occupied as a living unit shall keep the exterior of said living unit reasonably maintained, including garages and including the painting, repairing or replacement of roofs, gutters, downspouts and exterior building services.

M. In the event any owner of a Lot occupied as a living unit does not provide the reasonable maintenance provided in the two (2) preceding paragraphs, the Architectural Control Committee shall give the delinquent owner thirty (30) days written notice of his maintenance deficiency, and if said delinquent owner fails to correct said deficiency within thirty (30) days thereafter, said Architectural Control Committee may cause said deficiency to be corrected at the expense of the delinquent owner. The Architectural Control Committee may cause a lien to be filed against the property of the delinquent owner for the value of the expense incurred in correcting the maintenance deficiency and said Architectural Control Committee may bring an action at law against the owner personally to enforce said lien, including the collection of reasonable attorney fees and court costs.

SECTION III.
UTILITY SERVIDUES

Servitudes for the installation and maintenance of utilities, sewerage, passage and other public purposes are reserved as shown on the official plan referred to above.

SECTION IV.
SEWERAGE

No person shall provide or install a method of sewerage treatment other than connection to the sanitary sewerage system. All swimming pool filter systems and other equipment related thereto shall comply with all applicable codes and ordinances of the Livingston Parish Board of Health. Each living unit shall have a separate sewerage and water connection unless waived by the committee.

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SECTION V.
ANIMALS

No animals except domestic pets shall be kept on any Lot. In the event such domestic pets are kept, they shall at all times be kept either in the residence, in a completely fenced yard, or on a leash.

SECTION VI.
PARTY WALLS

A. Each wall which is built as a part of the original construction of two (2) living units upon two (2) separate Lots, and when said wall is placed on the dividing line between the Lots, shall constitute a Party Wall.

B. Party Walls must be eight (8") inch masonry walls of concrete blocks, bricks, or a combination of both. Party Walls must be free-standing walls, projecting a minimum of thirty (30") inches above roofs and twenty-four (24") inches beyond front and rear walls. They cannot be used as structural support walls or have any openings. Plumbing, piping, ducts, electrical, or other building services shall not be installed within or through the wall.

C. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the owners who make use of the wall in proportion to their interests.

D. If a Party Wall is destroyed or damaged intentionally or negligently by any party, whether by fire or other casualty, the party by whose fault it happened shall cause the damage to be fully restored and repaired.

SECTION VII.
DRAINAGE OF LOTS

All Lots shall be graded so as to drain to the street. No water can be caused to drain onto adjoining Lots. The seven and one-half (7-1/2') foot setback from the side property line provides for a watershed from the rear of each Lot, as well as a green area for trees.

SECTION VIII.
FRONT YARD LIGHT

Each residence must have a light in the front yard with a photo electric eye. No switch shall be used. Light must be mounted on metal, wood, brick, wrought iron, or approved post. Fixture shall be a minimum height of six (6') feet and a maximum height of seven (7') feet. It must have a minimum of 75-watt incandescent or equivalent bulb. Fixture shall be placed approximately six (6') feet off front property line and six (6') feet off drive.

SECTION IX.
CLEARING OF LOTS

All trees, debris, brick, scrap lumber, etc., must be removed from Lot. No burning will be allowed. No waste, trash material, litter, etc., shall be put on adjoining Lots.

SECTION X.
PARKING

Parking of vehicles shall be permitted in enclosed garages and on the paved driveways of each Lot. The sidewalk shall always remain open for free and uninterrupted passage. There will be no

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parking on the sidewalks, nor on the green areas between street curbs and sidewalks. Additional off-street parking areas have been provided for guest parking. These areas are not for additional resident parking.

SECTION XI.
CAMPERS AND LARGE BOATS

These restrictions do not apply to Lot Number 25. It has been reserved for the parking of campers, travel trailers, recreational vehicles and large boats, on a rental basis, and will be available for these purposes only to residents and guests of this subdivision. In no instance will parking of the aforementioned vehicles be allowed on private drives, on subdivision streets, or in the guest parking areas. If the use of Lot Number 25 for the aforesaid purpose does not prove to be feasible, the owners herein shall have the right to amend these restrictions to include Lot Number 25, or to file new and different restrictions.

SECTION XII.
SIDEWALKS

Owner/Builders are responsible for the replacement of any sidewalks that are broken during construction. All waste concrete and debris must be removed from the subdivision.

SECTION XIII.
FENCES & ENCLOSURES ON EACH LOT

A. All lots must be fenced on property lines for privacy and security. The location, material and design must be approved by the Architectural Control Committee. Each owner/builder on an improved Lot must cause to be erected a fence which completely encloses the area occupied by the residence and garage and the area in between, except that the party wall (if used) will be incorporated as a part of the required enclosures. All garages shall have doors that enclose the garage entrance. The fence shall be no less than six (6') feet, nor more than seven (7') feet in height unless approved by the Architectural Control Committee. No fence shall be constructed of corrugated metal, uncovered concrete block, or as a "chain link fence".

B. Fences on Lots with adjoining side property lines and adjoining rear lot lines become Common Fences. Common fences must be designed and constructed with similar type of material to give the same design and/or effect on both sides, and also to conform or blend with other existing adjoining fences. Cost of construction and maintaining common fences must be born equally by adjoining owners/builders. (As an example, if Mr. "A" constructs a fence on the side Lot line and/or rear Lot line to enclose his Lot, and later Mr. "B" builds on an adjoining Lot, Mr. "B" owes one-half (1/2) of the current value of said fence to Mr. "A", and the fence becomes a Common Fence.)

C. Setback for fences shall be at least thirty-five (35') feet from the front property line.

D. The reasonable cost of repair and maintenance of fences shall be shared by the owners who make use of the fence in proportion to such use. The Common Wall Fence will be maintained at the expense of the owner thereof. Notwithstanding any other provision of this article, an owner who, by his negligent or willful act, causes the Common Fence to be exposed to the elements or otherwise to be subject to extraordinary deterioration, shall bear the whole cost of furnishing the necessary protection against such elements of deterioration. The right of any owner to contribution from any other owner under this article shall be appurtenant to the land and shall pass to such owner's successors in title.

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E. In the event of any dispute arising concerning a Common Fence or under the provisions of this article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, to make a total of three (3), and the decision shall be by a majority of all the arbitrators.

SECTION XIV.
GENERAL PROVISIONS

A. These restrictions are to run with the land and shall be binding upon all persons claiming under them for a period of thirty (30) years from the date these restrictions are recorded, after which time these restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the owners of the Lots has been recorded agreeing to change the restrictions in whole or in part.

B. Enforcement of these restrictions shall be by proceedings at law against any person violating or attempting to violate any restrictions, or failing to comply with the mandatory exterior maintenance above mentioned, either to restrain violation, enforce compliance, or restrain use and occupancy of the property until the restrictions are fully complied with, or to recover the damages for the violation of the restrictions.

C. These provisions are separable and invalidation of any one of these restrictions by judgment or court order shall in no manner affect any of the other restrictions which shall remain in full force and effect.

THUS DONE, READ AND SIGNED, at my office in Denham Springs, Louisiana, on this the 16th day of June, 1981.

WITNESSES:

Frances S. Bennett
FRANCES S. BENNETT

Milly D. Bunch
MILLY D. BUNCH

Claud D. Spring
CLAUD D. SPRING

Milton D. Hughes
MILTON D. HUGHES

Raymond S. Bennett
RAYMOND S. BENNETT, NOTARY PUBLIC