

**RESTRICTIVE COVENANTS
FOR
SOUTH POINT SUBDIVISION, FOURTH, FIFTH AND SIXTH FILING**

PARISH OF LIVINGSTON

STATE OF LOUISIANA

BE IT KNOWN that on this 22nd day of May, 2003, before me, Jacques R. Waguespack, Notary Public, duly commissioned and qualified within and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

MELROSE PLANTING COMPANY, INC., a Louisiana corporation, organized and doing business under the laws of the State of Louisiana, whose present mailing address is declared to be 6844 Boyd Ott Lane, Denham Springs, LA 70706 represented herein by its duly authorized agent, Eugene Sykes.

hereinafter called "APPEARER," who declared that it has acquired and is the owner of the following described property, to wit:

(35) certain lots or parcels of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in any way appertaining, located in Section 27, T7S-R3E, Greensburg Land District, Parish of Livingston, State of Louisiana, in that subdivision known as **SOUTH POINT, FOURTH FILING**, and designated on a plat of survey made and prepared for South Point Development Co. by G. L. Lessard, Sr., Professional Land Surveyor, dated February 7, 2003 recorded in the official records of the Clerk and Recorder for the Parish of Livingston as Instrument Number 514321, as **LOT NUMBERS TWO HUNDRED TWENTY (220) THROUGH TWO HUNDRED FIFTY-FOUR (254)**;

(21) certain lots or parcels of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in any way appertaining, located in Sections 21, 22, 27 & 28, T7S-R3E, Greensburg Land District, Parish of Livingston, State of Louisiana, in that subdivision known as **SOUTH POINT, FIFTH FILING**, and designated on a plat of survey made and prepared for South Point Development Co. by G. L. Lessard, Sr., Professional Land Surveyor, dated October 16, 2002 recorded in the official records of the Clerk and Recorder for the Parish of Livingston as Instrument Number 508769, as **LOT NUMBERS TWO HUNDRED FIFTY-FIVE (255) THROUGH TWO HUNDRED SEVENTY-FIVE (275)**;

(193) certain lots or parcels of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in any way appertaining, located in Sections 21, 22, 27 & 28, T7S-R3E, Greensburg Land District, Parish of Livingston, State of Louisiana, in that subdivision known as **SOUTH POINT, SIXTH FILING**, and designated on a plat of survey made and prepared for South Point Development Co. by G. L. Lessard, Sr., Professional Land Surveyor, dated March 3, 2003 recorded in the official records of the Clerk and Recorder for the Parish of Livingston as Instrument Number 517417, as **LOT NUMBERS TWO HUNDRED EIGHTY-THREE (283) THROUGH FOUR HUNDRED SEVENTY-FIVE (475)**;

APPEARER further declares that it is its intention to sell tracts from the above named subdivision in the future and that it hereby establishes the following restrictive covenants, which shall run with the land and be binding upon all future owners of the same, and upon all tracts taken from the above described property, as follows:

1. All lots taken or developed from the above described property are designated for residential use

only and may not be re-subdivided by any lot owner except as herein provided and specifically conferring on South Point Development Company, Inc. (the "Developer") the right to re-subdivide any lot owned by the Developer for the purposes of creating passages of ingress and egress to adjoining property.

2. No building shall be erected, altered, placed or permitted to remain on any lot or tract other than one single family dwelling, not to exceed two and one-half stories in height, with the usual and appropriate outbuildings, private garages and/or carports designed to house automobiles.
3. Minimum square footage for single story residences shall be 1100 square feet of heated living area. In determining the "heated living area," open porches, screen porches, porches with removable storm windows, breezeways, patios, landings, outside storage or utility areas, garages and carports shall not be included.
4. Building setback lines from all streets are as set forth on the official plat of this subdivision. In addition, no building shall be constructed or placed nearer than five (5) feet to any side line. Carports will be acceptable if placed at the rear or side of the home, enclosed garages with door must be erected with same exterior wall construction as the house if the garage faces the street. Lattice, slats, etc. will not constitute an acceptable wall structure.
5. Servitudes and rights-of-way for the installation and maintenance of utilities, sewerage, and drainage facilities, as shown on the map of record, or as designated on any individual tract plot, are dedicated to the perpetual use of the public for such purposes.
6. Each lot owner shall pay a sewer deposit and rate as set forth by the Public Service Commission to the sewer system operator.
7. No residential structure shall be constructed of imitation brick, concrete block, imitation stone, or asbestos on the exterior, and the Developer may impose other appropriate and reasonable standards for exterior finishes and materials so that such finishes and materials which it may deem undesirable, or which in its discretion detract from the value of the dwelling itself or of the surrounding properties or detract from the general appearance of the neighborhood or the value of adjacent structures, will not be utilized.

The Developer's approval or disapproval as required by these covenants shall be in writing. In the event the Developer fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

8. No residence or building of any kind, no improvement which extends above ground level, and no fence shall be erected, placed, altered, or permitted on any lot unless and until the construction plans, specifications, elevations, and a plan showing the location for the structure shall have been approved in writing by the Developer as to harmony of the exterior design with existing structures, and the location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot closer to any street than the minimum building set back line, nor any nearer any street than the location of the front of the house. No fence shall exceed six (6) feet in height.
9. There shall be established a South Point Subdivision Homeowners Association (the "Association"). Until such time as the lot owners form the Association, the Developer shall have all the powers of the Association under these restrictions. Neither the members of the Association, nor its designated representatives, shall be entitled to receive any compensation for services performed in connection with the administration of these covenants.

The Bylaws of the Association will provide for assessments and dues for the Association. Each lot owner shall be a member of the Association. Each lot owner will have membership and voting powers in the Association for each lot owned.

10. No house trailer, mobile homes, buses, commercial vehicles or trucks shall be kept, stored repaired or maintained on any lots or tracts, servitude or right-of-way, in any manner which would detract from the appearance of the subdivision.
11. No structure, or a temporary character, trailer, mobile home, basement, tent, shack, barn or other outbuilding shall be used or employed on any lot or tract at any time as a residence, nor allowed on any tract for a prolonged period of time so as to detract from the appearance of the subdivision.
12. No commercial business or noxious or offensive trade activity shall be conducted on any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood; this shall not be interpreted to restrict a builder from erecting temporary warehouses and/or office on any lot for the construction of a house on that lot.
13. No signs of any kind shall be displayed to the public view on any lot or tract, except customary signs advertising the lot or tract for sale or rent.
14. 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 not kept, bred or maintained for commercial purposes.
15. Construction period of any residence must be limited to twelve months from the commencement of construction.
16. Access to any lot is to be provided by covered culverts over the existing drainage ditches which culverts are to be of such a size and set at such a grade as on the final plat accordance with Parish regulations and shall not interfere with the free flow of water in the drainage ditches across any lot. The Developer may have the object of such cause removed and the lot owner will be responsible for all expenses incurred by the Developer.
17. Lot owners shall keep their respective lots or tracts mowed and free from noxious weeds. In the event owners fail to discharge this obligation, the Developer may, at its own discretion, cause the lot(s) or tract(s) to be mowed with the owner thereof obligated to pay the cost of such mowing. Failure to pay such cost may cause a lien to be filed against said lot.
18. Boats, vehicles, campers or trailers of any kind or parts, appurtenances of any boats, vehicles, campers or trailers shall not be kept or stored on any lot nearer to the street than the minimum setback lines as set forth in these covenants, nor shall such equipment be kept or maintained on any lot in any manner which would detract from the appearance of the subdivision.
19. Fences shall be constructed only of wood, brick, ornamental iron, or other material approved in writing by the Developer, provided that barbed wire and net wire fences are prohibited.
20. No building material or 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. No vacant lot shall be used for gardening or farming purposes, except that flowers or shrubbery may be grown for non-commercial purposes.
21. These covenants are to run with the land and shall be binding upon all present and future owners for a period of fifteen (15) years from the date of this act, after which time said covenants shall be automatically extended for successive periods of ten (10) years.
22. Invalidity of any of these covenants by judgment or court order shall in no way affect any of the other provisions herein, and the latter shall remain in full force and effect.
23. If the owner, purchaser or occupant of any lot or tract in this subdivision, his heirs, successors, or assigns, shall violate or attempt to violate any of the restrictive covenants imposed herein, it shall be lawful for any person or persons owning any of the lots or tracts herein to initiate any proceedings in a court of competent jurisdiction, to obtain injunctive relief against such threatened or actual violations, and for all other appropriate relief.

24. The minimum roof pitch shall be six (6) feet on twelve (12) feet.
25. The setback line shall be twenty-five (25) feet and there shall also be a five (5) foot sideline setback on each lot.
26. The Developer reserves the right to charge a fee of \$5.00 per month per dwelling for improvements to the subdivision.

THUS DONE AND SIGNED by the APPEARER, on the day and month and year first above written and in the presence of me, Notary Public, and the undersigned competent witnesses.

WITNESSES:

Donna Hamper
Monique Smith

MELROSE PLANTING COMPANY, INC.

BY: Eugene Sykes
EUGENE SYKES

Jacques R. Waguespack
JACQUES R. WAGUESPACK
NOTARY PUBLIC (ATTORNEY)