

Phase IV

RIVER FOREST

LAPLACE, LOUISIANA

RESTRICTIVE COVENANTS

1. Building and plot plans as hereinafter described must be submitted to and be approved in writing by an Architectural Committee as hereinafter set out before commencing any building operation. The following shall be submitted: (a) Plot plan setting forth ground floor or slab elevations in relation to street or curb grades and property lines for all structures erected, altered, placed, assembled or permitted to remain on any lot, including any dwelling, garage, carport, porch, storage building and mechanical or utility installation; (b) Plan of lot line fencing or plan of lot fencing attached or related to any dwelling, garage, carport, porch, storage building and mechanical or utility installation; (c) Plan of any alteration, modification or change to any dwelling, garage, carport, porch, storage building and mechanical or utility installation involving the lot drainage pattern, paving floors, walls, roof or window and door openings.

The scope of such Committee approval shall be confined to the style, design, appearance and location of the various elements covered by the required plan and such written approval shall be conclusive evidence of such approval and may be recorded in the Office of the Parish Recorder of said Parish, but such approval shall not have the effect of, or be construed as, in any manner modifying, altering, or waiving any of the provisions, conditions, covenants or restrictions set out herein. Neither the Company, its successors or assigns, nor the Committee, nor any member thereof, shall be held responsible for any loss or damage, nor be liable in any manner whatsoever for any errors or defects which may or may not be shown on said plans or specifications, or in any building or structure erected in accordance with such plans or specifications, or otherwise.

The Architectural Committee shall act without compensation and shall be comprised of not less than 2 nor more than 3 persons initially appointed by the Company or subsequently elected by the record owners of 50% of the lots in River Forest. The Company hereby initially appoints as members of said Committee Messrs, J. Bradley Oubre and Alfred Abramson. The Company, its successors or assigns shall at all times have full power to remove any member or members of said Committee and to make appointments to fill any vacancy or vacancies in the membership of said Committee until such time as it relieves itself, as hereinafter set out, of the obligation of appointing and maintaining said Committee, whereupon the record owners of 50% of the lots in said River Forest shall be vested with the full power to appoint a Committee together with the power of removal and appointment. No removal or appointment of any member or members of the Architectural Committee or the appointment of a new Committee, comprised of other than the two persons hereinbefore named, shall be effective until there has been executed and recorded in the office of the said Parish Recorder a written notice of such appointment or removal, as the case may be, containing appropriate reference to this declaration, and such recordation shall impart notice to all persons of the matter therein set forth. The Company, its successors or assigns, may relieve itself of the obligation of appointing and maintaining said Committee by filing in the office of said Parish Recorder a notice of surrender of such powers held by it as soon as 50% of the lots in said River Forest have passed from Company ownership by record transfer to other ownership, whereupon such powers shall be vested in the record ownership of 50% of the lots in River Forest.

2. The main building on any lot shall be constructed or assembled on said lot and not moved thereon from elsewhere, and no alteration, modification or change shall be made to any such main building until the style, design, appearance and location thereof shall have received the written approval of at least

two members of said Architectural Committee, provided, however, if no Committee is in existence or if said Committee fails to approve or disapprove such style, design, appearance or location within thirty (30) days after such plans have been submitted to it (accompanied by written application for such approval), or if no suit to enjoin the alteration, modification or change has been commenced prior to the completion thereof, then such approval, provided all other requirements contained herein are complied with, shall not be required.

3. Residences on all lots shall be constructed to face the front street. No residence or other structure shall be located nearer than thirty-five (35) feet to the front property line nor nearer than ten (10) feet to any interior side line nor nearer than ten (10) feet to any side street line. The maximum set back line for all lots in the subdivision shall be determined by the Architectural Committee. For the purposes of this covenant eaves shall not be considered as part of a building, provided, that this shall not be construed to permit any portion of a building or other structure to encroach upon another lot.

4. Every residence shall have a concrete driveway not less than twenty (20) feet in width which shall extend from the street to the front building line. On corner lots the driveway may be built from the side street with the approval of the Architectural Committee.

5. No residence or other structure shall be erected or placed on any lot in the subdivision unless said lot has an area of at least 10,000 square feet. No fence or wall shall be constructed or maintained within the front setback lines and in no case shall a wall or fence be constructed or maintained beyond the front building line without the prior and specific approval of the Architectural Committee. No hedge in excess of 3 feet in height shall be maintained within the front building line. Rear

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fences shall be approved by the Architectural Committee before constructed as hereinabove provided.

If such is made available by the respective telephone and utility companies servicing the subdivision, all such wiring from service poles and/or underground terminals to residences or other structures shall be underground.

6. Where a building site is comprised of more than one lot, for the purposes of these covenants this site shall be treated as one lot. Provided, that all of the restrictions herein shall apply and the owner of any lot or lots shall not be permitted to re-subdivide said lots to deliberately fall within the exception mentioned in 5 above.

7. No lot shall be used for any purpose other than residential. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, and a private garage or carport for not more than 3 cars and other structurally related accessory structures.

8. No dwelling shall be permitted on any lot at a total cost of less than \$20,000.00, exclusive of lot cost, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 any residence, exclusive of open porches, garages or carports, shall be not less than 1800 square feet for a one story dwelling, nor less than 1000 square feet for a residence of more than one level, provided that the total of actual living area shall be at least 1800 square feet.

9. It is expressly stipulated that the use for public boarding house, lodging house, sanatorium, hospital, asylum or

institution of any kindred nature, or anything which may become a nuisance to the neighborhood is hereby expressly excluded from the definition of "residential" as used in paragraph 7, but "residential purposes" shall be deemed to indicate and include an appurtenant private garage building, servant's quarters or other appurtenant out-buildings or structures.

10. No garage, carport, basement, outbuilding, shack, barn, tent, trailer or temporary structure placed or maintained on any lot shall at any time be used or occupied as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No dwelling on any lot shall be occupied while in course of construction nor until made to comply with all conditions set forth herein, nor shall any trailer be parked on any lot.

11. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than twelve square feet advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period.

12. No trade or business shall be conducted or engaged in, and no noxious, illegal or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become a nuisance to the neighborhood, and no lot shall be used or maintained as a dumping ground for rubbish, and there shall not at any time be permitted or maintained any cattle, horses, hogs, goats, rabbits, poultry or similar livestock on any lot.

13. No derrick or other structure designed for use in boring, mining or quarrying for water, oil, or natural gas, or precious minerals shall ever be erected, maintained or permitted upon any lot.

14. Excepting for the purposes of actual construction upon such lot, no sand, gravel or soil shall be removed from any lot,

provided, however, that the Company, its successors or assigns, in carrying out the improvement and development of said property, shall have the right to remove or add to any soil and shall have the right of ingress and egress upon all lots for the purpose of grading and excavating thereon, or constructing and completing the street improvements, installation of public utilities, and to do any and all other things necessary to complete the said general plan of improvement. Unless suitable retaining walls are constructed to support the earth, the natural angle of repose of the ground shall not be altered by excavation within five (5) feet of any boundary line of any lot by other than a slope of one and one-half feet horizontal to one foot vertical, provided, however, that nothing in this paragraph shall be construed to prevent any such alteration in any manner, with or without retaining walls, by the Company, its successors or assigns, in carrying out the development and improvement of said property.

15. No wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (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 sightlines.

16. No sidewalk or walkways shall be constructed along the front property line of any lot or in the case of a corner lot along the front or side property lines.

17. All lots shall be subject to a servitude for the placement of a drainage system and electric service for street lighting in accordance with plans and specifications as approved by the St. John the Baptist Police Jury.

18. These conditions are to run with the land and shall be binding upon all parties and all persons claiming under them, subject to the right of change or modification hereinafter provided for, until December 31, 2001 and shall as then in force be continued automatically and without further notice for a period of ten (10) years, and thereafter for successive periods of ten (10) years, each, without limitations, unless within six (6) months prior to December 31, 1992, or within six (6) months prior to the expiration of any successive ten (10) year period thereafter, a written agreement executed by the then record owners of more than one-half ($\frac{1}{2}$) of the lots (but excluding the necessity of execution of said agreement by any holder, mortgagee, or trustee of any mortgage or deed of trust) is placed of record in the Office of the Parish Recorder of St. John the Baptist Parish, Louisiana, by the terms of which agreement said conditions are revoked in whole or in part.

19. At any time, and without regard to or limitation upon the method of change or revocation hereinbefore set forth in the paragraph first above, an amendment, change, modification or termination of these conditions may be made by the mutual consent by the then individual improved lot owners of record (excluding mortgagees under mortgages and trustees under deeds of trust) of not less than sixty-six and two thirds percent ($66 - \frac{2}{3}\%$) of the lots duly executed and placed of record in the Office of the Parish Recorder of St. John the Baptist Parish, Louisiana.

20. As to the owner and owner's successors in interest of any lot or lots, said conditions all and singular, are and shall be and are hereby made covenants running with the land and a breach of violation of any thereof or the continuance of any such breach or violation may be enjoined, abated or remedied or damages may be recovered on account thereof by appropriate proceedings by the Company, its successors or assigns, or by any such owner or such owner's successors in interest. But the breach of any of said conditions shall not defeat, affect or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any lot or lots or portions of lots, but such conditions shall be binding upon and effective against any owner whose title is acquired by foreclosure, trustee's sale or otherwise, as to any subsequent breach.

21. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

22. If any clause, phrase, sentence or other portion of these conditions shall be or become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions of said conditions shall not be affected thereby, and such remaining portions shall remain in full force and effect.

23. None of these restrictions shall apply to Lots 330, 332, and 334 of Square J and said lots shall be exempt from all of the covenants herein.