

LONGLEAF ESTATES AND ::  
 LONGLEAF ESTATES, ADDITION ONE ::  
 RESTRICTIONS ::  
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APR 11 11 23 AM '77  
 COB 810 FOLIO 211  
 MOG BY CLERK COURT  
 FILED FOR RECORDS  
 STATE OF LOUISIANA  
 JUDY REID RAUSCH

UNITED STATES OF AMERICA  
 STATE OF LOUISIANA  
 PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 7th day of APRIL, in the year of our Lord, ONE THOUSAND, NINE HUNDRED AND SEVENTY SEVEN.

Before me, THOMAS S. DERVELOY, JR., a Notary Public, duly commissioned and qualified, in and for the Parish of St. Tammany, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

FARM & RANCH LANDS, INC.,  
 a corporation organized under the laws of the State  
 of Louisiana, represented herein by Raymond M. Authement,  
 Treasurer, duly authorized by resolution of the Board of  
 Directors of said Corporation, dated November 2, 1976  
 recorded COB 810, folio 211 (and is instrument #355-308)

who declared that it does by these presents impose the following Building Restrictions or Restrictive Covenants, which shall be servitudes or covenants running with the land, upon the following described property:

Lots 100 through 124, both inclusive, in LONGLEAF  
 ESTATES AND LONGLEAF ESTATES, ADDITION ONE, in  
 Section 19, Township 6 South, Range 12 East, St. Tammany  
 Parish, Louisiana, as shown on subdivision plans by Jeron  
 R. Fitzmorris, both dated August 2, 1976, and on file in  
 the Office of the Clerk of Court, St. Tammany Parish.

Said Building Restrictions and Restrictive Covenants imposed hereby are as follows, to-wit:

1.

No lot shall be used except for residential purposes, and the property herein purchased will not be used for industrial or commercial purposes of any type.

2.

No lot may be re-subdivided for private sale or otherwise.

3.

No dwelling may be occupied before sewer and water systems are installed and approved by the Louisiana State Board of Health.

4.

Construction of any nature is prohibited in parish drainage easements or streets.

5.

No driveway culvert will be installed until size requirement is specified by the Parish Department of Planning and Engineering or the Parish Police Jury.

6.

The minimum floor elevation required is 10 feet M.S.L.

7.

No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8.

No dwelling can be constructed with less than 2,000 square feet of living area, exclusive of open or screened porches, carports, and open or closed garages, nor less than 1,000 square feet ground floor area for a dwelling of more than one story. No dwelling costing less than \$40,000 shall be permitted on any lot, said figure based on 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.

9.

No building shall be located on any lot nearer than 100 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 15 feet to an interior lot line. Nothing contained herein, however, shall be construed to prevent an owner of two or more contiguous lots from locating a building on or nearer than 15 feet to any interior lot line which is wholly contained within his property.

10.

Supplies and building materials shall not be stored or piled in the open on the owner's lot for a period exceeding two (2) months prior to use. The piling or storing of any material such as lumber, sheet metals, scrap metals or other unsightly materials, is expressly prohibited.

11.

No corrugated metal roofing or material of sheet aluminum, sheet iron or other materials commonly referred to as "tin" shall be permitted to be used in the construction of any building or outbuilding within the boundaries of this subdivision, except that new tin may be used for roofing on any building.

12.

Upon the construction of any residence, the owner thereof shall install a septic tank conforming to the requirements of the Louisiana State Board of Health and shall cause all sewage and waste to be disposed of therein pursuant to the requirements of the Louisiana State Board of Health as well as the St. Tammany Parish Police Jury. No garbage or trash of any kind is to be dumped into the street ditches. No well overflow water shall be allowed to drain into the street ditches.

13.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept for commercial purposes on any lot.

14.

No fences commonly referred to as tin or sheet metal may be used. No fences constructed wholly or partially with barbed wire may be built on any front or side lot line.

15.

No noxious or offensive activity shall be carried on upon any lot; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, particularly the use of lots as dumps or junk car storage.

16.

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

17.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor on any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

18.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

19.

If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person(s) owning any of the hereinabove described lot(s) to prosecute said violators.

20.

Invalidation of any covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

21.

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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten (10) years. However, it is clearly understood and agreed that at any time or from time to time, the owners of 51% of the square footage of all lots, plots and unsubdivided areas in said subdivision may sign a written document and record same, amending, changing, terminating or correcting these restrictions in whole or in part. Said recorded document shall be binding on all of the owners of said subdivision in the same manner and condition as if it had been personally signed by 100% of the owners of all of the square footage in said subdivision. In order to determine the full amount of square footage in said subdivision, those areas set aside or dedicated for streets, play grounds and waterways, or any public areas, shall not be deemed a portion of square footage in this subdivision for the purpose of changing, amending, correcting or terminating this document.

THUS DONE AND PASSED in my office in Covington, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after due reading of the whole.

WITNESSES:

Louis E. Fitzmorris  
Lorraine S. Keen

FARM & RANCH LANDS, INC.

BY: Raymond M. Authement  
Raymond M. Authement  
Treasurer

Thomas S. Derveley, Jr.  
THOMAS S. DERVELOY, JR.  
NOTARY PUBLIC