

shall be subject to the following conditions, limitations, stipulations, restrictions and covenants, regardless of whether same are subsequently included in deeds or conveyances made hereafter, and accordingly, DEVELOPER does hereby adopt, establish and impose upon all of the said property, the servitudes and restrictions applicable thereto, as set forth herein, all of which are established for the purpose of creating a general and uniform plan for the development of the subject property, and enhancing and protecting the value, desirability and attractiveness of the said property, for DEVELOPER, and for all future owner or owners of all or any part thereof, to-wit:

- (1) The name of the subdivision is and shall be **COUNTRY OAKS ESTATES**;
- (2) Developer has and does hereby dedicate to the public forever, the public use forever as streets and road, as shown on the attached plat. Developer also dedicates the drainage and utility easements shown on the said plat;
- (3) There is hereby created a servitude upon, over and under all of the property in the subject subdivision, pursuant to the said utility easements and servitudes as shown on the plat and map thereof, together with ingress and egress thereto and therefrom for the purpose of installing, replacing, repairing and maintaining said utilities, which utilities shall include, but not be limited to, water, sewerage, telephone, cable, electricity, natural gas and all other appurtenances relating thereto. By virtue of this servitude, it shall be expressly permissible for utility companies and other entities supplying service in connection therewith, to install and maintain the aforesaid utility services over and across and under the property within the said servitudes, from time to time as may be necessary for providing such utility services to any homeowner or lot owner within the said subdivision, all in accordance with the applicable requirements of the Lincoln Parish Police Jury. The surface or any such servitude areas may be used by the property owner affected thereby, for the purpose of planting shrubbery, lawns or flowers. However, the utility companies furnishing such services shall have the right to remove or trim all trees, shrubs or other obstructions situated within the said utility servitudes shown on the aforementioned plat and map. Neither the DEVELOPER nor any supplier of any utility or service using any servitude area shall be liable to any owner for any damages done by them or by their respective agents, employees, servants or assigns, to any such lawns, shrubbery, trees, flowers or other property of the owner located within the servitude area as a result of any activity relating to the construction, maintenance, installation, removal, repair or other operations of any facility in such servitude area;
- (4) For drainage purposes, the grades and low elevations as left by the DEVELOPER shall be considered as the natural drainage for the subdivision and no lot owner may interfere with the natural drainage thereof in any manner whatsoever;
- (5) All of the lots in the subject subdivision shall be used for residential purposes only. No dwelling shall be erected, altered, placed nor permitted to be constructed nor to remain on any lot other than one (1) detached single-family dwelling, not to exceed two (2) stories in height. One garage or carport must be constructed in connection with each residential dwelling, sufficient to house at least two (2) motor vehicles. No lot shall be used for commercial, industrial or manufacturing purposes whatsoever;
- (6) The heated/cooled floor area of the main structure, exclusive of all exterior storage, garages, porches and carports, whether attached or detached, shall be

not less than 1800 square feet for any residence. Any residence constructed in the subdivision shall be constructed such that at least 80 percent of the exterior walls will be of brick, stucco or other hard-surface durable material. No vinyl siding shall be allowed with the exception of the eaves and soffits. The minimum roof pitch for the main roof of all residences and accessory buildings shall have a vertical rise of at least 8 inches for each 12 horizontal inches. Samples of all exterior materials and colors shall be submitted to the Architectural Control Committee for its approval, prior to the commencement of construction;

- (7) No residential structure shall be constructed nor placed upon any lot in the said subdivision other than a "stick-built" residential structure, and such appurtenant living structures as are permitted herein. There shall be no prefabricated, factory manufactured nor modular houses nor component parts hereof, placed upon any lot in the subdivision. All construction shall be of new materials and shall be permanently attached to the subject property. Likewise, no mobile homes nor temporary homes of any kind or nature shall be placed on any property in the subject subdivision. Residential Structures shall include the main living structure, outdoor patios/kitchens, pool houses, "in-law" suites and other similar structures commonly built attached or adjacent to the main living structure;
- (8) No structure, whether residential or otherwise, may be constructed or erected on the subject property until the construction plans and specifications, together with a site plan, showing the location thereof, have been submitted to and approved in writing, by Developer, with regard to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. This provision shall apply to any out-buildings whether attached or detached. Developer may designate a representative to act for it. In the event of the death or resignation of any member of Developer, the remaining members of Developer shall have full authority to designate a successor. The approval or disapproval of Developer as required hereinabove shall be in writing and directed to the party requesting same, at the address to be furnished by the requesting party. In the event the Developer or its designated representative fails to approve or disapprove said plans and specifications within thirty (30) days after they have been submitted to Developer, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this covenant shall be deemed to have been fully complied with. After Developer has sold all lots within the Subdivision, a majority of the lot owners shall have the authority to appoint a successor to developer for approval of any construction. In the event the lot owners shall fail to appoint such, a majority of the lot owners shall be required for this approval. Each lot shall be entitled to one (1) vote;
- (9) Developer shall approve any additional structures in the same way as approval for the construction of a residence. With the exception of any residential or appurtenant structures, Not more than two (2) additional structures may be erected, constructed and/or maintained on a lot in the subdivision. It is expressly provided that such additional structures must be located behind the primary residence. Said structures must be constructed from all new attractive and durable materials and should resemble or compliment the architectural style of the residence placed on said lot. Said structures shall be maintained in good repair. The structures may be constructed of tin, aluminum or other such similar sheet metal, as long as the look thereof shall be complimentary to the residential structure. Siding, shingles, windows and other operational hardware shall resemble or compliment the primary residence. Once construction of a building on a lot has commenced, the construction thereof must be diligently pursued and completed within a reasonable time;

- (10) Once construction of a new residence on a lot has commenced, the construction thereof must be diligently pursued and completed within a reasonable time;
- (11) A residence shall not be constructed on less than one (1) numbered lot in the subject subdivision;
- (12) No residence may be located on any lot nearer than seventy-five feet (75') to the "front" lot line, on which a street is situated, nor nearer than ten feet (10') from any "side" lot line, nor nearer than twenty-five feet (25') from any "back" lot line. The term "back" lot line, refers to that portion of the lot opposite the "front" lot line. Developer must approve the placement of any residence or other structure any owner desires to place upon any lot and shall have the ability to modify this restriction if deemed appropriate;
- (13) Developer must approve any fences, prior to the construction thereof, with regard to the composition, placement and appearance. Any fences installed in the subject subdivision shall be of attractive and durable materials, and may not be constructed of the following or similar materials without Developer approval, to-wit: barbed wire; "hog wire" or any other type of field fencing, poultry wire or any other similar type of wire. No fence shall be located nearer the "front" line of any lot than the minimum set-back line referred to immediately hereinabove, nor shall it be constructed closer than a projection of the front of any residence. Any wire or field fences which may be approved by Developer may not be constructed nearer than ten feet (10') to any lot line without written approval of the adjacent lot owner. In addition, no vegetation may be planted or grown on any lot, which would obstruct sight lines adjacent to the public streets or roads;
- (14) A driveway shall be constructed upon each lot, from the residence to the public road or street adjacent thereto, and all such driveways shall be constructed of concrete or asphalt pavement;
- (15) No antenna, aerial or other communication device shall be permitted on the front of any residence. One (1) antenna, aerial or other similar device will be allowed for non-commercial purposes, on the rear of the lot, and such antenna, aerial or other similar device shall not be raised to a height greater than the highest point of the roof of any such residence. Such antenna shall not be visible from the road.
- (16) Swimming pools shall only be installed behind the residence situated on any lot.
- (17) No structure of a temporary character whatsoever, including, but not limited to, trailer, mobile home, tent, shack, barn or other buildings shall be located nor used on the hereinabove described property, or any parcel thereof, at any time, either temporarily or permanently;
- (18) Lot owners shall attempt to minimize trees which shall be removed from any lot. Trees may be removed for construction of a residence or other structure or for pasture preparation.
- (19) Trucks with tonage in excess of a one-ton conventional pickup truck shall not be permitted to park on the streets or driveways of the subject subdivision overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in the subject subdivision at any time. No cattle trailers or any other commercial trailers of any kind or type shall be parked in the streets or driveways of the subject subdivision at any time. Any

large vehicles such as RV'S, trailers or boats shall only be parked out of sight from the street for any extended period of time;

- (20) 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 generally to the other property owners in the subject subdivision.
- (21) No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or architect to advertise the property during the construction and sale thereof;
- (22) 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. No trash can or container used for storing trash shall be kept or stored where it can be seen from the road. No trash, garbage nor rubbish shall be left to accumulate to the public view on any lot, other than the placing of such trash, in proper containers, for pickup by said private service;
- (23) No animals, livestock or poultry of any kind or nature shall be raised, bred, or kept on any lot, which are maintained for commercial purposes. It is expressly provided that no lot owner nor resident of the subdivision shall maintain any pets or animals which become a nuisance or annoyance to other neighbors and lot owners in the subdivision. Any animals other than traditional household pets shall be kept out of sight from the street and shall be confined within a fenced area. It is expressly provided that traditional "farm" animals shall not be kept in any quantity that will cause an annoyance or nuisance to other lot owners, nor in a quantity that is unsuitable for the size of the area within which they are confined. In the event that such "farm animals" are kept on any lot, the owner thereof shall take care to prevent odors or insects from becoming an annoyance or nuisance to other lot owners within the subdivision;
- (24) No oil, drilling, oil development operations, oil refining, quarrying or other mining operations, for any minerals of any kind or nature, shall be permitted upon or in any lot, nor shall oil wells, gas wells, tanks, tunnels, mineral excavations nor shafts be permitted upon or in any lot;
- (25) No individual water-supply shall be permitted on any part of the hereinabove described property. Sewerage systems shall be constructed and equipped in accordance with the requirements, standards and recommendations of the State of Louisiana. Such systems must be approved in writing by the appropriate State health authority before same can be constructed;
- (26) The size and grade of culverts used for driveways on the hereinabove described property, and any other pipes placed in roadside ditches, shall be approved by Lincoln Parish before same may be installed;
- (27) The exterior of all residential dwellings in the subject subdivision and other permitted buildings, shall be maintained and kept in good repair, which shall include painting and/or staining, as may be applicable. Any substantial damage occurring to any residential dwelling or other permitted building in the subdivision, for whatever cause, shall be promptly repaired. All lots should be landscaped in an attractive manner.;
- (28) No hunting, shooting or killing of birds, squirrels or other game animals of any kind or nature shall be allowed nor permitted within the subject subdivision;
- (29) All mailboxes and mailbox posts must be approved by Developer.
- (30) These covenants and restrictions shall run with the land, and shall bind, inure to the benefit of and be enforceable by the owner of any lot, their respective

legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from this date, after which time said covenants shall be automatically extended for successive periods of ten (10) years each. These covenants and restrictions may be amended at any time by an instrument signed by not less than the owners of sixty (60%) percent of all of the residential lots in the subject subdivision;

- (31) Enforcement of these covenants shall be by an injunction or other proceedings against any person or persons, firms or corporations violating or attempting to violate any covenant contained herein, which proceeding shall or may be either to restrain said violation and/or to recover damages as may be elected by the person or persons bringing said action.
- (32) Invalidity of any one (1) or more of these covenants by Judgment of any lawful Court shall not adversely affect the remaining covenants, which shall remain in full force and effect as written; and
- (33) Developer may require lot owners to pay a monthly landscape maintenance fee to Developer or its designee for the maintenance of common areas.

IN WITNESS WHEREOF, this Act has been signed by COUNTRY OAKS, L.L.C., on the day, month and year herein first above written, in the presence of the undersigned Notary Public and the undersigned legal and competent witnesses, after due reading of the whole.

WITNESSES:

Heather Talley
Printed Witness Name: Heather Talley

Joan Couch
Printed Witness Name: Joan Couch

COUNTRY OAKS, L.L.C.

BY: Klayton C. Allen
Klayton C. Allen, Manager

BY: Donald J. Allen
Donald J. Allen, Manager

[Signature]
NOTARY PUBLIC

