

280255 /

RESTRICTIVE COVENANTS
Addition 4
Merrywood Estates Subdivision

JUN 28 1971

JUN 28 1 18 PM '71
REC'D 6/19 205
FILED
BY CLERK COURT

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

BE IT KNOWN, that on this 9th day of June, 1971;
BEFORE ME, FREDERIC PIERRE LIVAUDAIS, a Notary
Public, in and for the Parish of St. Tammany, State of
Louisiana, duly commissioned and qualified,

PERSONALLY CAME AND APPEARED:

LOUIS E. CHENEL, a person of the full age of
majority, who declared under oath that he is
the owner of the following described property:

Description of Addition 4, Merrywood Estates Subdivision.

Part of Sections 7, 18, and 19, Township 5 South, Range 11
East, St. Tammany Parish, Louisiana.

Beginning at the corner common to Sections 17, 18, 19 and
20, Township 5 South, Range 11 East, St. Tammany Parish,
Louisiana, measure along line common to Sections 19 and
20, South 00 degrees 15 minutes East, 2647.4 feet, more
or less, to a point; thence South 89 degrees 11 minutes
West, 1327.7 feet to a point; thence South 89 degrees
33 minutes West, 1289.6 feet to the point of beginning.

From the point of beginning run South 89 degrees 42 min-
utes West, 1320 feet to a point; thence North 00 degrees
01 minutes 56 seconds East, 3684.65 feet to a point;
thence North 00 degrees 17 minutes 19 seconds West,
6409.43 feet to a point on the southwest side of Louisi-
ana Highway No. 40; thence South 65 degrees 52 minutes
East, 1448.6 feet along the southerly right of way of
said Louisiana Highway No. 40; thence South 00 degrees
18 minutes East, 5814.0 feet to a point; thence South
00 degrees 02 minutes East, 3680.8 feet to the point of
beginning. All as per survey of Land Engineering Services,
Inc. on file in the office of the Clerk of Court, St.
Tammany Parish, Louisiana.

The said appearer now declares that in order to
make the above described property more desirable for all
parties concerned; that in order to protect the invest-
ment of appearer and his heirs and assigns; that in order
to make and induce the sale of lots contained within the
above description and in order to encourage good morals
and public order, appearer hereby places these restric-
tions and covenants on all lots in the above subdivision,
known as "ADDITION 4, MERRYWOOD ESTATES" and declares

that same are to run with the land and constitute a servitude thereon in favor of each and every lot or parcel of land contained therein.

These restrictions are to run with the land and be binding on all parties and persons claiming under hereafter for thirty (30) years from date of filing hereof after which time the said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots have recorded an agreement changing the whole or part thereof.

The restrictive covenants are as follows:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for private residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling not to exceed two and one-half stories in height and a private garage for not more than three automobiles. No business establishment, apartment building, hotel, motel, or other similar business or type building shall be constructed. Use of the land in conformity herewith shall consist of a main residence and such other auxiliary buildings as may be compatible with a country residence. All of said buildings shall be of modern construction.

2. DWELLING COSTS, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon cost levels prevailing as of the date of filing these restrictions. The ground floor area of the main structure, exclusive of one story open porches and garages shall not be less than 1400 square feet for a one-story, nor less than 1000 square feet, ground floor area, for a dwelling of more than one story. It is the intention and purpose of this article 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 filed.

3. BUILDING LOCATION: No building or structure shall be erected within this subdivision closer than 35 feet from and parallel to any line which fronts on any street or roadway of said subdivision. Where the property consists of one lot according to the official plan of said subdivision, no structure shall be erected on said lot within fifteen feet of the side boundary lines, being those lines which are more or less perpendicular to the

streets or roadways. Where one person has title to more than one lot, and said property is contiguous and adjoining, according to the official plan of said subdivision, it is permitted that the residence constructed thereon may be within 15 feet of the inside lot lines separating the contiguous lots, but may not be erected within fifteen feet of the outside lot lines. If in the event the same party has title to adjoining and contiguous lots, that owner shall be permitted to erect only one residence anywhere on the whole of said adjoining and contiguous properties, as long as said residence is not within 15 feet on the outside property lines separating these adjoining and contiguous properties from that owned by another. In no event shall the record title owner of adjoining and contiguous lots be allowed to construct any building or structure whatsoever closer than 35 feet from and parallel to any line which fronts on any street or roadway of said subdivision. No building or structure of any kind shall be located on any rear lot lines nearer than 30 feet thereto.

For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as 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.

4. ARCHITECTURAL CONTROL COMMITTEE: Prior to the construction, erection, alteration, or change of any structure, either existing or proposed, all plans and specifications for such construction must be approved by the Merrywood Estates Architectural Committee. The architectural control committee shall be composed of three members appointed by Merrywood Estates who shall serve at the pleasure of the owner of said subdivision. The approval or disapproval of any plans and specifications by this committee shall be final.

5. FENCES: Any owner of property in said subdivision may construct a fence of artistic design to enclose his property, said fence to be no higher than 4

feet. Standard barbed wire, mesh, or standard board fences are permissible but in no event shall the owner of any property in said subdivision construct or cause to be erected any tin or similar metal fence of any design whatsoever. All fences shall be constructed and maintained in accordance with the other requirements of said subdivision both preceding and subsequent hereto, and no fence hereto shall detract from the design and atmosphere of the subdivision. The erection of any fence whatsoever shall not cause to begin the running of any prescriptions either acquisitive or liberative.

6. HEALTH AND WELFARE: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and same 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. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the State of Louisiana Board of Health. Approval of such systems as installed shall be obtained from such authority. If a sewage system is hereafter provided, then its use by all lot owners is compulsory and no individual sewage system shall be permitted. No sewage or by-product thereof, whether treated or not, shall be allowed to drain in any manner whatsoever into Orleans Avenue, its ditches or accessories. Prior to the construction of any sewage system, approval must be obtained from the Architectural Control Committee and proof must be submitted to said Committee showing that said sewage system has the approval of the Louisiana Board of Health.

7. WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of State Board of Health. Approval of such system as installed shall be obtained from said authority.

8. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, horses, or cats or other household pets may be kept provided that they are

not kept, bred, or maintained for any commercial purposes. All animals which are permitted under this clause, shall be kept under adequate fence in order that they may not cause any damage, nuisance or inconvenience to the neighbors.

9. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot. No sign of any kind whatsoever shall contain more than the name of the owner of said lot, with the exception of a person's profession or name of the residence and there shall be no further exception.

10. SEVERABILITY: Invalidation of any one of these covenants by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

11. ENFORCEMENT: Enforcement shall be by proceeding 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.

12. 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 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

13. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporary or permanently, except that garages with living quarters may be erected on any lot for occupancy by servants domestic to the family residing thereon, but for no other purposes may said garage be used as living quarters.

14. LOT AREA AND WIDTH: A lot is defined as a subdivision of blocks as delineated on the hereinabove described plans and survey prepared by Robert A. Berlin, President, Land Engineering Services, Inc., a copy of which is attached hereto and made part hereof, and having the dimensions shown thereon, and no further subdivision of lots is permitted for the purpose of evading these restrictions and covenants.

15. NUISANCES: 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 if same is against the health, welfare and good morals of the neighborhood.

16. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved over a portion of the lots in Merrywood Estates as shown on the attached survey made a part hereof. Within these easements no structures, plantings or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage in the easements or which may obstruct or retard the flow of water. The easement area of and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements which a public authority or utility is responsible.

THUS DONE AND PASSED, in the presence of the undersigned witnesses and me, Notary, after a reading of the whole in my office at Covington, Louisiana, on the day, month and year first above written.

WITNESSES:

Michael M. Burgess
John J. Williams
Notary Public
NOTARY PUBLIC

Filed for record June 28th., 1971
Truly recorded this 28th., 1971

[Signature]
Clerk of Court, Ex-Officio Recorder