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ST. TAMMANY PARISH  
STATE OF LOUISIANA  
NOTARY PUBLIC  
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BY CLERK COURT

RESTRICTIVE COVENANTS

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

BE IT KNOWN, That on this 16th. day of January, 1973:  
BEFORE ME, F. 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, and,

L. E. C., INC., a Louisiana Corporation,  
domiciled and doing business in St. Tammany  
Parish, Louisiana, appearing herein through  
Denise C. Vallon, Vice-President, acting by  
virtue of a resolution of the Board of Directors,  
a copy of which is attached hereto and made  
part hereof.

Description of Merrywood Estates Subdivision, Addition No. 4 to  
Merrywood Estates Subdivision.

Being located in Sections 7, 18 and 19, Township 5 South, Range  
11 East, St. Tammany Parish, Louisiana.

From the corner common to Sections 17, 18, 19 and 20, Township  
5 South, Range 11 East, St. Tammany Parish, Louisiana, measure  
South 00 degrees, 15 minutes East; 2647.4 feet; South 89 degrees  
11 minutes West, 1327.7 feet; South 89 degrees, 33 minutes West,  
1319.5 feet to the Southeast corner of Merrywood Estates Addition  
No. 4 and the point of beginning.

From the point of beginning measure South 89 degrees, 42 minutes  
West, 1320.0 feet to a point; thence North 00 degrees, 01 minutes  
56 seconds East, 3681.15 feet; thence North 00 degrees, 17 minutes,  
19 seconds West, 3304.1 feet; thence East, 285.0 feet to a point  
in the center of Chenel Street; thence North 00 degrees, 17 minutes  
West, 30.0 feet to a point of the North right of way of said street;  
thence East along said right of way 30.0; thence leaving said  
Right of way North 00 degrees, 17 minutes West, 300.0 feet to a  
point; thence East, 85.0 feet to a point; thence North 00 degrees  
17 minutes West, 2519.7 feet to a point on the South right of way  
of Louisiana Highway No. 40; thence South 65 degrees 52 minutes  
East along the South right of way of said Highway 1008.8 feet to  
a point; thence South 00 degrees, 18 minutes East, 5813.0 feet to  
a point; thence South 00 degrees, 02 minutes East, 3680.8 feet to  
the point of beginning.

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The said appearers now declare that in order to make the above described property more desirable for all parties concerned; that in order to protect the investment of appearer and their 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, appearers hereby place these restrictions and covenants on all lots in the above subdivision, known as "MERRYWOOD ESTATES" and declares that same are to run with the land and constitutes 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 appearers 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 costs 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 1800 square feet for a one-story, nor less than 1200 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 15 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 purpose 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 structure, 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

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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 sewerage 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 sewerage system is hereafter provided, then its use by all lot owners is compulsory and no individual sewerage system shall be permitted. No sewerage 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 sewerage system, approval must be obtained from the Architectural Control Committee and proof must be submitted to said committee showing that said sewerage 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 such authority.

8. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs,

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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 of 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 purpose may said garage be used as living quarters.

14. LOT AREA AND WIDTH: A lot is defined as a subdivision of blocks as delineated in 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, planting 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.

17. No property owner may alter any artificial or natural drainage by way of dams, bridges, culverts or any other object which will impede the flow of water through Merrywood Estates unless approval is first obtained from the Architectural Control Committee.

18. No property owner may dispose of any waste material or any matter whatsoever in the curbs, ditches, roads, and ponds of Merrywood Estates or its adjacent properties.

19. No property owner may dispose of any garbage, trash, leaves or trash of any substance whatsoever in Merrywood Estates. There shall be no burning of trash, garbage, leaves or any other noxious substance whatsoever in Merrywood Estates.

20. All properties in Merrywood Estates are within a limited access area and no property owner may construct any road which will adjoin any neighbor's property. The only roadways permitted in Merrywood Estates will be the regular roadways of this subdivision. No other road or access will be permitted.

21. No lot in Merrywood Estates may be subdivided into portions smaller than the whole of the original lot as shown on the official subdivision plat.

22. No property owner may install any mercury vapor, "Protecto" lights, night-watchman, or photoelectric cell lights on the premises. It is the intent of this covenant that no lights which are of the ultra-violet spectrum are permitted. Decorative lights are permitted only with the approval of the Architectural Control Committee.

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:

Myldred M. Bourgeois  
Myldred M. Bourgeois

Louis E. Chenel  
Louis E. Chenel

Claudia P. Moss  
Claudia P. Moss

L. E. C., INC.  
By: Denise C. Vallon  
Denise C. Vallon  
Vice-President

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Paul Landry  
NOTARY PUBLIC

Filed for record Jan. 23rd., 1973  
Truly recorded Jan. 23rd., 1973  
Clerk of Court & Ex-Officio Recorder