



shown on a plat of Lakewood Heights Subdivision by Ned R. Wilson,  
Registered Land Surveyor, dated November 4, 1981

a copy of which is annexed hereto and made part hereof.

C.

That APPEARER does by these presents place the following building restrictions or restrictive covenants upon said lots described in the precedent paragraph in Lakewood Heights Subdivision, which shall be servitudes and covenants running with the land and running in favor of the lot owners in Lakewood Heights Subdivision now and in the future, to-wit:

#### PART I

##### RESIDENTIAL AREA RESTRICTIONS AND COVENANTS

###### Section 1. Land Use

(a) Lots 1 through 13, and Lots 15 through 92, and Lots 94 through 126 shall be used for private residential purposes only and 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 or carport for not more than three cars.

(b) Lots 93 and 14 shall be (i) dedicated to the Town of Mandeville for parks and greenbelts.

#### PART II

##### ARCHITECTURAL CONTROL COMMITTEE

###### Section 1. Architectural Control Committee.

(a) No building shall be erected, placed or altered on any lot in this Subdivision until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structure.

(b) Upon approval by the Architectural Control Committee of any plans and specifications submitted, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant. Applicant shall then submit to the Building Inspector for the Town of Mandeville said plans for the issuance of a building permit.

#### PART III

##### LIMITATIONS

Section 1. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee shall commence within six (6) months following the date upon which the said plans were approved, and shall be substantially completed within twelve (12) months following the date of commencement. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Control Committee

shall be conclusively deemed to have lapsed and compliance with the provisions of these covenants shall again be required. There shall be no substantial deviations from plans and specifications approved by the Architectural Control Committee without prior consent in writing of the Committee.

#### PART IV

#### DWELLING COST, QUALITY AND SIZE

Section 1. Dwelling Cost, Quality and Size. No dwelling can be constructed with less than 2500 square feet of area, including open or screened porches, carports, and open or closed garages, not less than 1400 square feet ground floor area for a dwelling of more than one story. No dwelling costing less than \$90,000.00 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.

#### PART V

#### BUILDING LOCATION - CULVERTS

Section 1. Building Location.

(a) No building shall be located less than 30 feet from front property line (unless indicated otherwise on the recorded plat), or nearer than 15 feet to any side street line when the building fronts on another street.

(b) No building shall be located nearer than 10 feet to any interior lot line nor shall any roof overhang or projection, including the gutter, be less than 7-1/2 feet of any interior lot line: EXCEPT that the side line restrictions shall not apply to any accessory buildings such as detached carport, detached garage, cabanas, greenhouses located 65 feet or more from the front lot line, provided the accessory building(s) shall not be located nearer than 6 feet to any interior lot line nor shall any roof overhang or projection, including the gutter, be within 4 feet of any interior lot line.

(c) Exceptions to the 30 feet minimum front set back line are lots 80, 81, 822, 83, 84, 85, 86 and 87. These lots shall have a 25 feet setback requirement from the front lot line.

(d) The residences constructed on lots 2 through 9 shall face Leah Drive and the front lot line for these lots shall be on Leah Drive. The residence constructed on Lot 67, shall face Laura Drive North and the front lot line shall be on Laura Drive North. The owner of lot 1 shall have the option to construct a residence facing Leah Drive or Laura Drive North. The front lot line for lot 1 shall be on Leah Drive. No driveways or entrances shall be permitted to these lots from U.S. Highway 190.

(e) All driveways connecting to the streets must have the proper size culverts to insure the proper flow of drainage. The recorded Sub-division plan contains the designated size culvert that shall be used for each lot.

(f) Any owner, who owns two or more adjacent lots, may construct a building across the common side line of the lots, subject to compliance with all other setback requirements.

(g) No buildings or other structures, except fences, shall be built on and/or across or above or below or overhanging any servitudes or easements granted for utility purposes as set forth in Paragraph IX, Section 5, hereof. All utility services shall be underground and no

utility facilities from overhead sources shall be constructed or permitted on any lot.

## PART VI

### FENCES, SIGHT DISTANCES AT INTERSECTION

#### Section 1. Fences, Sight Distances at Intersection.

(a) No fence or wall shall be erected, placed or altered on any lot nearer to any street than the building set back line. Fences shall not exceed seven (7) feet in height. No barbed wire or other hazardous, obnoxious material shall be used in fence construction. Where more than one lot is involved, as in the case of adjoining side lines of lots, approval of said fence must be given by the Architectural Control Committee in writing.

(b) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 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 sightline limitations shall apply on any lot within 20 feet from the intersection of a street property line with the edge of a driveway pavement. No tree or shrub shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

## PART VII

### PROHIBITED USES AND NUISANCES

#### Section 1. Prohibited Uses and Nuisances.

(a) No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

(b) The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number shall be and is hereby prohibited on any lot or within any dwelling situated upon the property, except that this shall not prohibit the keeping of dogs, cats, or other household pets as domestic pets, provided that are not kept, bred or maintained for commercial purposes, and provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other residents.

(c) No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any lot which may damage or interfere with any servitude for the installation or maintenance of utilities, or which may change, obstruct, or retard direction or flow of any drainage channels.

(d) No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, building materials, new or used building materials of any kind shall be permitted in open areas of any lot, provided, however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvements located upon any lot.

(e) No junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house trailer, boat or other machinery or equipment of any kind or character (except for such machinery or equipment as may be required for the maintenance of the dwelling) shall be kept upon any lot nor (except for bona fide emergencies) shall the repair of automobiles or other vehicles be carried out thereon; provided, however, that this restriction shall not apply to vehicles, trailers, boats, machinery, equipment or the like enclosed and kept within an enclosed storage room or

garage, or kept in the rear or side yards, but not in the front yard measured from the front of the house to the front property line.

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

(g) 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 containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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

(i) Trees - Except for those trees that must of necessity be removed in order to clear any lot or portion of a lot for purpose of the construction of improvements thereon, no sound trees measuring in excess of six (6) inches in diameter three (3) feet above the ground shall be removed without the written approval of the Architectural Control Committee. Further, before cutting any tree, builder should take every precaution to protect existing trees on the lot or adjacent lots. Such precaution may include (but are not limited to) topping trees and/or any procedures as may be determined by the Architectural Control Committee. Further, additional care should be taken to preserve any valuable plants which may exist in the Subdivision.

## PART VIII

### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Initial Membership. The initial Architectural Control Committee is composed of two duly authorized representatives of Pelican Homestead and Savings Association and one duly authorized member of Edward T. Riecke & Associates, Inc.. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after 95% of the lots in this Subdivision have been sold to individual purchasers, the then recorded owners of the majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

Section 2. Procedure. The committees approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, 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 the related covenants shall be deemed to have been fully complied with.

## PART IX

### GENERAL PROVISIONS

Section 1. 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 (25) 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 or to abrogate the same.

Section 2. Enforcement. 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 violations or to recover damages or both.

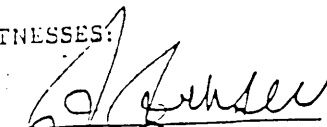

Section 3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. In the event it becomes necessary for any reason to resubdivide this property so that the boundary lines of the lots differ from those on the present plan, these restrictions shall not be considered violated and shall nevertheless apply to the property as resubdivided, provided that in no event shall any lot be built upon which is smaller than the final plat of subdivision as approved by the Town of Mandeville.

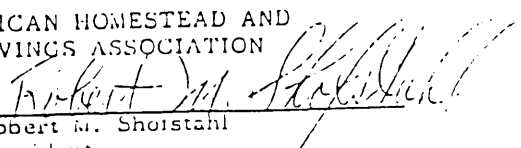
Section 4. No Dedication. Nothing herein nor upon the plat referred to in Paragraph B above shall constitute a dedication of streets in the subdivision. The dedication of the streets shall be in accordance with the final subdivision plat as approved by the Town of Mandeville.

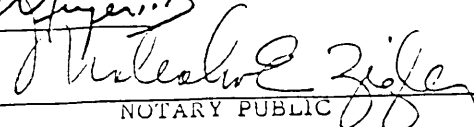
Section 5. Servitudes or Easements. Each lot in the Subdivision shall be subject to a five (5) foot utility servitude (easement) along the street lines of each lot, which servitude (easement) is for the purpose of bringing one or more public utilities (including sewerage, water, electricity, telephone and gas) to the subdivision. The lots in the subdivision shall be subject to other sewerage, water, gas, electricity, telephone and drainage servitudes (easements) along the front, rear and/or side lines of each lot as same are shown on the plat of the subdivision described herein.

Section 6. Approval by Town and Parish. The approvals of the final plat of the Subdivision as referred to herein shall be by the appropriate Agency, Commission, Committee, or Department of the Town of Mandeville (if the subdivision is annexed into the City limits of the Town of Mandeville) or the Parish of St. Tammany (if the subdivision is not so annexed).

THUS DONE AND PASSED in my office at New Orleans, 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:  
  


PELICAN HOMESTEAD AND SAVINGS ASSOCIATION  
By   
Robert M. Shoistahl  
President

  
NOTARY PUBLIC

REGISTERED IN C. O. B. 1038 FOLIO 130  
INDEXED IN C. O. B. FOLIO \_\_\_\_\_  
St. Tammany PARISH, LOUISIANA  
DATE November 20, \_\_\_\_\_  
SERIAL NO. 475951 \_\_\_\_\_