

Sub of COB 679 p. 120 for amendment 4-26-96 Am

823

COB BOOK NO. 677

PAGE NO. 823

RESTRICTIONS FOR

SUMMERFIELD, FIRST FILING, PHASE I

APR 10 1996

STATE OF LOUISIANA

RECORDED

PARISH OF ASCENSION

AM  
DY. CLERK  
LIVINGSTON PARISH

BEFORE ME, the undersigned authority, a Notary Public, in and for the Parish of Ascension, duly commissioned and qualified personally came and appeared:

MARCOTTE BUILDERS, L.L.C.

a Limited Liability Corporation, domiciled in the Parish of Livingston, State of Louisiana, represented herein by Joey M. Marcotte, President, duly authorized, who declared that it is the owner of the subdivision in the Parish of Livingston, State of Louisiana, known as SUMMERFIELD, FIRST FILING, PHASE I, and it does hereby impose the following restrictions on the subdivision:

1. All of the lots contained in this subdivision are hereby designated as residential lots, and no building shall be erected, altered, placed or permitted to remain on any residential lots other than one (1) detached single family dwelling not to exceed three (3) stories in height and a private garage, or carport for not more than three (3) cars.
2. The minimum requirements for residential structures are set out as follows:
  - a. For single story resident-no dwelling containing less than 1750 square feet of living area shall be erected.
  - b. For one and one-half (1-1/2) and two (2) story residences 1800 square feet total living area with minimum of 1,000 square feet of living area on the ground floor.

The above set out living areas are exclusive of open porches, carports and garages.

Building set back lines from any street shall be shown on the subdivision map, in other cases, the following rules shall apply:

- a. No building shall be located on any lot nearer to the side property lines than fifteen (15) feet.
- b. Garages and carports may be attached to the main dwelling but must not be nearer to the side property line than fifteen (15) feet. Carports must be in the rear.
- c. A minimum building setback line of fifty (50) feet is hereby established.

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CLERK OF COURT  
VIVIAN L. WATKINS  
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LIVINGSTON PARISH  
DY. CLERK

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4. Servitudes for installation and a maintenance of utilities and drainage facilities are hereby established as shown on the plat of said subdivision.
5. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, nor shall any business be conducted thereof.
6. These covenants prohibit the resubdivision of lots from any dimensions other than those on the official recorded subdivision plat; however, this shall not prohibit the use of more than one (1) lot for one (1) residence.
7. No garage apartments are to be erected on said property.
8. 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 temporarily or permanently.
9. No livestock or poultry shall be kept on said premises.
10. No fence shall be erected, placed or altered on any lot beyond the front corners of said structure. Fences shall be erected of wood, brick or wrought iron only. No barbed wire, chain link, etc. may be used.
11. No building or structure shall be constructed using asbestos siding, imitation brick or imitation stone on exterior. Brick, wood, vinyl siding, stucco or products of equal quality are permitted. All other materials on exterior must be approved by the Architectural Control Committee. No building shall be occupied or used as a dwelling before the exterior has been finished.
12. All roofs shall be 8 on 12 or greater. All roofs shall consist of asbestos shingles or shingles of similar quality. No galvanized tin or metal roofs.
13. All structures shall be constructed of a least fifty (50%) percent brick. All construction has to be with new materials. No used houses may be placed on any lot.
14. Construction period of any one home must be limited to six (6) months from date of building permit.
15. No junk cars, buses or similar vehicles will be permitted to be parked in the street or on the property.
16. No sign of a temporary or permanent nature will be permitted except for the purposes of selling real estate and will not exceed two (2') feet by three (3') feet.

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- 17. Pets must be kept within a fenced area or on a leash and not be allowed to run loose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance.
- 18. No automobiles, trucks, campers, boats, or other vehicles shall be parked on the streets or in the front of any lot.
- 19. Concrete driveways with a minimum width of eleven (11) feet are required on all lots when homes are constructed.
- 20. All residences shall have a three (3') foot sidewalk in front of home at completion of construction.
- 21. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from 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 owners of the lots has been recorded agreeing to change said covenants in whole or in part.
- 22. Enforcement of these restrictions shall be by proceedings 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.
- 23. Invalidation of any of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

THUS DONE AND SIGNED on this 9th day of April, 1996, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Rudy Denoux

Charity Zingue

MARCOTTE BUILDINGS, L.L.C.

Joey Marcotte  
by: Joey Marcotte, President

Donnie E. Floyd  
DONNIE E. FLOYD  
NOTARY PUBLIC

120

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AMENDED RESTRICTIONS FOR  
SUMMERFIELD, FIRST FILING, PHASE I

STATE OF LOUISIANA  
PARISH OF ASCENSION

BEFORE ME, the undersigned authority, a Notary Public, in and for the Parish of Ascension, duly commissioned and qualified personally came and appeared:

JOEY MARCOTTE AND ELIZABETH J. MARCOTTE

both residents of the full age of majority, domiciled in the Parish of Livingston, State of Louisiana, who declared that they are the owners of the subdivision in the Parish of Livingston, State of Louisiana, known as SUMMERFIELD, FIRST FILING, PHASE I, and it does hereby impose the following restrictions on the subdivision:

1. All of the lots contained in this subdivision are hereby designated as residential lots, and no building shall be erected, altered, placed or permitted to remain on any residential lots other than one (1) detached single family dwelling not to exceed three (3) stories in height and a private garage, or carport for not more than three (3) cars.
2. The minimum requirements for residential structures are set out as follows:
  - a. For single story resident-no dwelling containing less than 1750 square feet of living area shall be erected.
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  - a. No building shall be located on any lot nearer to the side property lines than fifteen (15) feet.
  - b. Garages and carports may be attached to the main dwelling but must not be nearer to the side property line than fifteen (15) feet. Carports must be in the rear.
  - c. A minimum building setback line of fifty (50) feet is hereby established.

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BOOK NO. 679  
PAGE NO. 120

APR 23 1996

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DY. CLERK  
LIVINGSTON PARISH

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WHO ONLY IF SIGNED

196 APR 23 AM 7:55

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4. Servitudes for installation and a maintenance of utilities and drainage facilities are hereby established as shown on the plat of said subdivision.
5. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, nor shall any business be conducted thereof.
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14. Construction period of any one home must be limited to six (6) months from date of building permit.
15. No junk cars, buses or similar vehicles will be permitted to be parked in the street or on the property.
16. No sign of a temporary or permanent nature will be permitted except for the purposes of selling real estate and will not exceed two (2') feet by three (3') feet.

122

- 17. Pets must be kept within a fenced area or on a leash and not be allowed to run loose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance.
- 18. No automobiles, trucks, campers, boats, or other vehicles shall be parked on the streets or in the front of any lot.
- 19. Concrete driveways with a minimum width of eleven (11) feet are required on all lots when homes are constructed.
- 20. All residences shall have a three (3') foot sidewalk in front of home at completion of construction.
- 21. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from 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 owners of the lots has been recorded agreeing to change said covenants in whole or in part.
- 22. Enforcement of these restrictions shall be by proceedings 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.
- 23. Invalidation of any of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

THUS DONE AND SIGNED on this 14th day of April, 1996, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

[Signature]  
[Signature]

Josy Marcotte  
 Josy Marcotte, individually and  
 as agent for Elizabeth J.  
 Marcotte

[Signature]  
 DONNIE L. FLOYD  
 NOTARY PUBLIC