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**NOTICE OF RECORDATION**

INSTRUMENT NO 10745836  
TYPE OF ACT RESTRICTIONS CB  
DATE 07/23/2007

ADDITIONAL INFORMATION

PARTIES

LAKWOOD DEVELOPMENT LLC

TO LIVE OAK PLANTATION ESTATES ADDITION  
SUBDIVISION

PROPERTY

LIVE OAK PLANTATION ESTATES ADDITION 3 SEE

CONVEYANCE BOOK 3197 FOLIO 189

I HEREBY CERTIFY THAT THIS ACT HAS BEEN FILED WITH THIS OFFICE AND RECORDED AS SET FORTH ABOVE.

  
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10745836

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TITLE CLOSING GROUP INC  
202 VILLAGE CIRCLE SUITE 2  
SLIDELL LA 70458

**DECLARATION OF  
BUILDING RESTRICTIONS**

**UNITED STATES OF AMERICA**

**STATE OF LOUISIANA**

**BY: LAKEWOOD DEVELOPMENT, L.L.C.**

**FOR: LIVE OAK PLANTATION ESTATES  
ADDITION NO. 3 SUBDIVISION**

**PARISH OF ST. TAMMANY**

**BE IT KNOWN**, that on this 22<sup>nd</sup> day of June, 2007, before me, the undersigned Notary qualified in and for the Parish and State aforesaid, personally came and appeared:

Lakewood Development,, L.L.C., a Louisiana Limited Liability Company, herein represented by its duly authorized manager, Lawrence A. Kornman, pursuant to a Certificate of Authority dated August 10, 2004, recorded November 10, 2004, in the official records of Jefferson Parish, Louisiana, at instrument No. 10472416, who declared that Lakewood Development, L.L.C. is the sole owner of that property known as Live Oak Plantation Estates Addition No. 3 Subdivision, Jefferson Parish, Louisiana, a platted subdivision as per Ordinance No. 22811 approved by the Jefferson Parish Council on August 9, 2006 and approved by the Council Chairman on August 28, 2006, further described as follows:

Lots 111 through 131 and 152 through 200, Square 3, Lots 201 through 276, Square 4, Lots 277 through 286, Square 5, Lots 287 through 296, square 6, Lots 132 through 151, Square 7, and Parcels A and B, Live Oak Plantation Estates, Addition 3, Jefferson Parish, Louisiana

Appearer declared that for its own benefit and that of its vendees, successors and assigns. it does by these presents create and establish the following building restrictions, reservations and covenants upon the herein described property which shall run with the land and be binding on each and every purchaser and/or holder of title to the herein described property or any portion thereof and their respective heirs, successors, and assigns.

**SECTION I  
DEFINITIONS**

- 1) "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 2) "Property" shall mean and refer to those certain lots in Live Oak Plantation Estates Addition 3 Subdivision, Jefferson Parish, Louisiana, described above, subject to building restrictions set forth herein and/or in the subdivision plats.
- 3) "Lot" shall mean and refer to any plot of land approved as a lot of record in the subdivision.
- 4) "Subdivision" shall mean and refer to that certain real property herein described, subject to the reservations, servitudes, restrictions, covenants and conditions set forth herein and in the Subdivision plat.

5) "Declarant" shall mean and refer to Lakewood Development, L.L.C., and its successors and assigns, if such successors and assigns are so designated in writing by Declarant as the successors and assigns of all of Declarant's rights hereunder.

## **SECTION II**

### **RESERVATION, EXCEPTIONS AND DECLARATIONS**

1) Recorded Subdivision Maps of the Property. The recorded Subdivision map of the Property dedicates for use as such, subject to the limitations as set forth therein, the streets and servitudes shown therein, and such recorded Subdivision map of the Property further establishes certain restrictions applicable to the Property, including without limitation certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the recorded plat or replats of the Subdivision of the Property are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said Property or any part thereof, whether specifically referred to therein or not.

2) Servitudes. Declarant reserves for the public use the servitudes and rights-of-way as shown on the recorded Subdivision maps of the Property for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone lines, gas, sewers, drainage, cable television, or any other utility or service Declarant sees fit to install in, across and/or under the Property. Declarant reserves the right to make changes in and additions to the above servitudes for the purpose of most efficiently and economically installing, the improvements. Neither Declarant, nor any utility company using the servitudes herein referred to shall be liable for any damages done by them or their assigns, their agents, employees, or servants, to fences, shrubbery, trees or flowers or any other Property of an Owner of the land covered by said servitudes.

3) Title Subject to Servitudes. It is expressly agreed and understood that the title conveyed by Declarant to any of the Property by contract, deed or other conveyance shall be subject to any servitude affecting same for roadways or drainage, water, gas, storm, sewer, electric light, electric power, telephone or telegraph purposes or any other utility or service. The Owners of the respective Lot(s) shall not be deemed to separately own pipes, wires, conduits or other service lines running through their Property which are utilized for or service other Lots, but each Owner shall have a servitude in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot.

## **SECTION III**

### **LAND USE AND BUILDING TYPE**

All Lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot to be used for purposes other than as a single family resident dwelling. However, this restriction shall not be construed in such a manner as to prohibit but rather to allow an Owner to maintain his professional library, keep his personal business or professional records or accounts, handle his personal business or professional telephone calls or correspondence, which uses are expressly declared customarily incidental to the principal residential use and not in violation of residential restriction. Declarant shall be allowed to install trailers for construction offices during the interim of construction. Said construction trailers will be

maintained in good condition at all times. Additionally, the location of said construction trailers may be changed from time to time in order to place it in the proximity of on-going construction.

#### **SECTION IV BUILDING LOCATION**

No building shall be located on any Lot nearer than thirty-five (35') feet to the front Lot line or nearer than fifteen (15') feet to any interior Lot line. The side street setback shall be fifteen (15') feet. Total rear yard requirement shall be a minimum of twenty-five (25') from rear property line. Corner lot setback shall not be less than fifteen (15') feet from the street. For the purpose of these covenants, eaves, steps, and open patios shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building, eaves, steps, or patios to extend closer than five (5') feet to a property line. Front Lot lines shall be construed as being the Lot line on the street the house will be fronting when constructed.

#### **SECTION V DWELLING COST, SIZE AND GARAGE**

Buildings shall not exceed two (2) stories in height. Dwellings shall not contain less than one thousand (1,000) square feet of heated and cooled living space for a one-story dwelling, nor less than one thousand four hundred (1,400) square feet of heated and cooled living space for a two-story dwelling. All structures shall include a detached or attached enclosed garage for two (2) cars. With written approval of the Declarant, a one (1) car garage, a carport for one (1) or two (2) cars used in lieu of a garage, or a three (3) car garage may be constructed. Minimum garage requirements shall not apply to structures utilized by Declarant, its nominees, successors or assigns for model homes, sales or design centers or offices when later sold for residential purposes.

#### **SECTION VI TEMPORARY STRUCTURES**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or out building shall be placed or used on any Lot at any time as a residence either temporarily or permanently, except such structures of a temporary character that may be required or deemed necessary by Declarant, its nominees, successors or assigns, for use during the construction and sales period stage. Such facilities may include, but not necessarily be limited to sales and construction offices, trailers, finished or unfinished garages, model home units, signs, fences, storage areas and portable toilet facilities. Declarant is a builder of single family homes and may use a single-family residence as a sales center, model home or construction office during the time Declarant is operating in the subdivision. The garage of the model home may be converted to living area for use as a sales office. Said sales office can remain as living area when the home is sold.

#### **SECTION VII 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. For purposes of marketing by Declarant model homes, sales center and signs will be allowed.

**SECTION VIII**  
**APPROVAL OF BUILDINGS PLANS**

No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing as to harmony of exterior design and color with existing structures, as to the location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards of the Declarant. A copy of the construction plans and specifications and a plan plot, together with such information as may be deemed pertinent, shall be submitted to the Declarant prior to the commencement of any work. The Declarant shall have thirty (30) calendar days to approve or reject the proposed work, which shall be done in writing to the Owner at the address indicated on the submissions. Failure of the Declarant to act on the submissions within the allotted time shall be deemed to be an approval of the proposed work.

**SECTION IX**  
**AUTOMOBILES, BOATS, TRAILERS AND OTHER VEHICLES**

There shall be no automobiles, boats or other vehicles placed on or allowed to remain on any portion of any Lot or street, except those which are in operable running condition and actually used regularly by such Lot Owner. Trucks and utility trailers with tonnage in excess of three quarters of a ton (3/4 ton) rated carrying capacity, campers, boats or other utility vehicles shall not be permitted to park overnight on the streets, driveways or Lots in front of the front building line. No vehicle of any size which normally transports flammable or explosive cargo may be kept in the Subdivision at any time. No motor vehicle may be parked or stored on any part of any Lot, servitude, right-of-way, or in the street adjacent to any Lot, servitude or right-of-way unless such vehicle is completely concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in operating condition, having current license plates and inspection stickers, are in daily use as motor vehicles on the streets and highways of the State of Louisiana and which do not exceed seven (7') feet in height or seven (7') feet in width, or twenty two (22') feet in length. No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored, on any part of any Lot, servitude, right-of-way, or in the Street adjacent to such Lot, easement, or right-of-way, unless such object is completely concealed from public view inside a garage or other approved enclosure. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

**SECTION X**  
**ON-STREET PARKING**

There shall be no on-street parking of any commercial vehicles and/or any trailers used in commerce on any of the streets within the Subdivision except those vehicles used for the delivery of materials in connection with the construction of homes within the Subdivision.

**SECTION XI**  
**PETS, LIVESTOCK AND POULTRY**

No animals or livestock of any kind shall be raised, bred or kept on any Lot, except domestic dogs, cats or other household pets. No fowl shall be allowed except birds that are caged as inside pets. No animal, livestock or poultry of any kind shall be raised or maintained on any Lot for commercial purposes. Pets must be controlled so as not to become a neighborhood nuisance, disturbance or danger to any Subdivision resident, guest, domestic servant, postal person, delivery person, yard workers or passersby, or any other person or pets. All pets must be kept restrained on the Owner's Property or on a leash and controlled by the Owner when absent from the Property.

**SECTION XII**  
**WALLS, FENCES AND HEDGES**

No fences, walls or hedges of any kind shall be erected on any portion of the Lot from the front Lot line to the front exterior wall of the dwelling on said Lot, with the exception that the Declarant may erect a temporary fence in the front of the sales center and/or model home(s) for use during the construction and sales stage. All fences or walls must be constructed of wood, vinyl ornamental iron or masonry, and no chain link fences shall be placed on any Lot without the express prior approval in writing of the Declarant. No fences or walls are to exceed eight feet (8') in height with the exception of privacy walls constructed by the Declarant which may be up to twelve feet (12') in height. No hedge shall be in excess of three feet (3') in height and must be kept neatly trimmed at all times.

**SECTION XIII**  
**GARBAGE AND REFUGE DISPOSAL**

No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and no waste shall 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 and stored out of public view.

Each resident of the subdivision shall be required to have curbside garbage service.

**SECTION XIV**  
**SIGNS**

No sign of any kind shall be displayed to public view on any Lot except one professional sign of not more than five (5) square feet advertising the Property for rent or sale, or signs used by the Declarant to advertise the Property during the construction and sales period. Signs used by the builder may be of any size.

**SECTION XXII**  
**AMENDMENT OR TERMINATION**

- a) These Building Restriction may be amended at any time by agreement of two-thirds of the Owners AND the Declarant.
- b) These Building Restrictions shall remain in full force and affect for a period of thirty (30) years unless sooner terminated by a vote of two-thirds of the Owners AND the Declarant.
- c) All actions to amend or terminate these Building Restrictions shall be in writing and shall be recorded with the Clerk of the Court for the Parish of Jefferson.

**SECTION XXIII**  
**JEFFERSON PARISH BUILDING CODES AND ORDINANCES**

In the event any of the above and foregoing conditions and restrictions conflict with any of the provisions of the Parish of Jefferson Building Code or any ordinances governing Subdivisions or the buildings or residences, either in force at the present time or to be hereinafter enacted the greater or more stringent shall control.

**SECTION XXIV**  
**SEVERABILITY**

Invalidation of any one of these restrictions by judgment or court order or the abandonment of any of them, shall in no way affect any of the other provisions which shall remain in full force and effect.

**THUS DONE AND SIGNED**, in multiple originals in my office in the parish and State aforesaid, in the presence of the undersigned competent witnesses, who have hereunto signed their names, together with said appearers and me, Notary after a due reading of the whole.

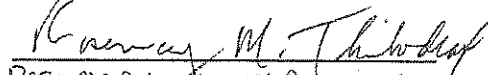
WITNESSES:


LAKWOOD DEVELOPMENT, L.L.C.

  
\_\_\_\_\_  
VALERIE TROSCLAIR

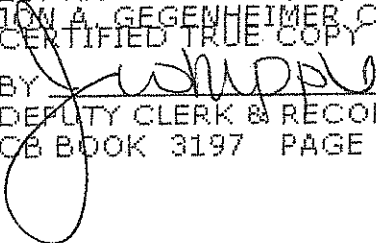
BY:

  
\_\_\_\_\_  
LAWRENCE A. KORNMAN  
MANAGING MEMBER

  
\_\_\_\_\_  
ROSEMARY M. THIBODEAUX

  
\_\_\_\_\_  
JOY G. NAJOLIA, NOTARY PUBLIC  
NO. 67710  
MY COMMISSION IS ISSUED FOR LIFE

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