

285251

K & L DEVELOPERS, L.L.C.

TO

THE PUBLIC

RESTRICTIONS OF OAK POINT ESTATES - PHASE II

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

PART I. PREAMBLE

BE IT KNOWN, that on the 21 day of September, 2005, before me, the undersigned Notary Public, personally came and appeared:

K & L DEVELOPERS, L.L.C., a Louisiana Limited Liability Company, domiciled in Natchitoches Parish, Louisiana, represented herein by Kenneth E. Starks, Member;

WHO DECLARED unto me, Notary, that it is the owner of all of those lots comprising OAK POINT ESTATES, PHASE II, as shown on a plat of survey prepared by Robert Lynn Davis, PLS, entitled "OAK POINT ESTATES, PHASE II", dated the 1st day of July, 2005, which is recorded at Map Slide 5678 under Original Number 285249 of the records of Natchitoches Parish, Louisiana.

And the said Appearer, being the sole owner of all of the property incorporated in the aforementioned lots situated and located in the said OAK POINT ESTATES, PHASE II, does hereby place the following restrictions and covenants on the said property, which restrictions and covenants are to run with the land and shall be binding upon all persons claiming under it.

PART II. AREA OF APPLICATION

FULL PROTECTED RESIDENTIAL AREA:

The residential area covenants in Part III, in their entirety, shall apply to the following areas within the survey herein referred to, to-wit:

Lots 32 - 43, inclusive, as shown on the Davis survey described above.

PART III. RESIDENTIAL AREA COVENANTS

I. LAND USE AND BUILDING TYPE:

No lot or building site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot or building site, other

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than a detached, single family dwelling, of brick veneer construction, not to exceed two (2) stories in height and a private garage, for not more than three (3) automobiles.

No privacy fence shall be constructed on any lot which would obstruct the view of the Sibley Lake.

#### 2. DWELLING SIZE:

No dwelling shall be permitted on lots 32-43 with less than 2,000 square feet or heated floor area for the main structure and exclusive of open porches and garages. All driveways from street shall be hard surfaced with concrete and/or asphalt.

#### 3. BUILDING LOCATION:

No building shall be located on any lot nearer than 25 feet from the street right-of-way shown on the plat of this subdivision hereinabove described, or nearer than five (5) feet to an interior lot line, or nearer than 25 feet to the rear or back lot line.

The finish floor slab of any structure located on lots 32-43 on the plat of this subdivision hereinabove described must be at 122 ½ elevation and confirmed by a elevation certificate prior to any construction.

#### 4. SUBDIVISION OF LOT:

No lot or building site shall be subdivided into, nor shall more than one dwelling be erected or placed on any lot or building site within the lots shown on the plat of said subdivision. There shall be only one dwelling to a lot within the subdivision. If, however, a lot owner also has title to a portion of the adjoining lot, immediately adjacent to his lot, such combined area shall be considered as a "lot" for all purposes under these restrictions.

#### 5. SEWAGE:

Any sewage handling facility (including but not limited to all tank and distribution lines) shall be approved by Louisiana Department of Health and shall be above the 122 ½ elevation as discussed in paragraph 3 hereinabove, and same shown on elevation certificate. Sewage facility must/shall be located on that portion of lots 32-43 between the house to be constructed and main street and/or access street and verified by elevation certificate.

#### 6. OIL AND MINING OPERATIONS:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral

excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

7. NUISANCES:

No obnoxious or offensive activity shall be carried out upon any lot or building site, nor shall anything be done thereupon which may become an annoyance or nuisance to the neighborhood.

There shall be no permanent parking of RV's or motor homes.

8. TEMPORARY STRUCTURES:

No structure of a temporary character, trailer, basement, pen, shack, garage, barn or other out building shall be used on any lot or building site any time as a residence, either temporarily or permanently. No above ground pools and decks shall be permitted.

9. LIVESTOCK, ANIMALS, AND POULTRY:

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot or building site, except dogs and cats or other household pets.

10. GARBAGE AND REFUSE DISPOSAL:

No lot or building site shall be used or maintained as a dumping ground for rubbish, trash or garbage; all waste shall be kept in sanitary containers. All incinerators or other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

11. CONSTRUCTION DESIGN:

No building shall be erected, placed or altered on any lot or building site until the construction plans, specifications and plot plans, showing the location of the structures have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of exterior design with existing structures, and as to the location with respect to topography and finish grade, elevation and drainage. Construction of new buildings only shall be permitted; it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit of this subdivision, The Architectural Control Committee is composed of Kenneth E. Starks, Latnie L. Brewton, IV, and David Stamey. In the event of the death

or resignation of any member of the Architectural Control Committee, the surviving members shall have the power to fill the vacancy.

#### 12. BOAT HOUSE AND WATER STRUCTURE:

Any structure to be located on, above, or near the water of Sibley Lake on any lot shall be approved prior to any construction by the Architectural Control Committee. All owners must provide prior to construction, all construction plans, specifications and plot plans, showing the location of the structures have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of exterior design with existing structures, and as to the location with respect to topography and finish grade, elevation and drainage. Construction of new boat houses and/or water structures only shall be permitted.

#### 13. FENCES:

No fence shall be constructed or allowed to remain in front of the main building setback line, unless approved by the Architectural Control Committee, and no fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot or on a rounded property corner if fences, walls, hedges or shrub planting constitutes a hazard to driving safety with regard to observation along the roadway.

Any workshop, storage building, etc., must be permanent in nature, built on site on slab and match the house (shingles, brick, siding).

#### 14. UTILITY LINES:

Each individual lot owner shall bear the cost of hooking on to the utilities and in doing so, it is understood that the lot owners cannot break the curb or street, but must, "jack and bore" beneath the street if necessary, in order to reach the main utility lines if they are located on the opposite side of the street.

#### 15. TERM:

The above restrictive covenants, conditions and restrictions shall run with the land, to 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. The covenants shall then be automatically extended for successive periods of ten (10) years. However, during either the primary term of twenty-five (25) years or any extension thereof, these covenants may be

changed or amended in whole or in part by a written and recorded instrument signed by a majority of the then owners of the lots, agreeing to change such covenants in whole or in part. In determining whether or not a majority of the owners have agreed to change the covenants, the area in the lots shall be taken into consideration and the final decision shall be arrived at by computing the, actual area in square feet for the changes in the covenants and the area in square feet against the changes in the covenants.

16. 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.

PART IV. ATTEST

IN TESTIMONY WHEREOF, the said Above named appearers executed these presents at Natchitoches, Louisiana, on the day and date hereinabove written in the presence of me, Notary, and the undersigned competent witnesses.

WITNESSES:

Jason Deen  
Jason Deen

Tarin Singletary  
Tarin Singletary

K & L DEVELOPERS, L.L.C.

BY: Kenneth E. Starks  
Kenneth E. Starks, Member

James Rex Fair, Jr.

NOTARY PUBLIC  
James Rex Fair, Jr.  
Notary I.D. No. 24791