

**PRELIMINARY RESTRICTIVE COVENANTS
OF
LONG POINT PLANTATION SUBDIVISION**

**STATE OF LOUISIANA
PARISH OF IBERVILLE**

BE IT KNOWN, that on this ____ day of _____, 20____,

BEFORE ME, _____, a Notary Public in and for the Parish of Iberville, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter; named and undersigned:

PERSONALLY CAME AND APPEARED:

LONGPOINT PLANTATION, L.L.C., a Louisiana limited liability company whose registered office is located in Iberville Parish, Louisiana, herein represented by Dale D. Brown, its Manager, duly authorized;

who, declared unto me, Notary, as follows:

That Appearer is the owner of the following described tracts of land situated in the Parish of Iberville, Louisiana:

Said lots or tracts of land or any subdivision thereof shall be subject to the following restrictions and conditions, which restrictions shall be binding on any vendee, heirs, successors and assigns and any subsequent sale or transfer of said property shall be subject thereto, although not set forth therein:

1. LAND USE: No lot shall be used except for single family residential purposes. No building or other structure shall be erected, placed, altered or permitted to remain on any lot other than one single family dwelling, not to exceed two stories in height and one detached storage building, work shed, carport or similar outbuilding, which outbuilding shall be situated to the rear of the principal residence.
2. ARCHITECTURAL CONTROL: No building shall be erected, placed, altered or permitted to remain on any lot until the construction plans and specifications and the plans showing the location of the structure have been approved by the Architectural Control Committee.
3. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP: The Architectural Control Committee is composed of: Dale D. Brown, Carolyn Morton, Tracey Burleigh and David Langlois. The Committee may designate a representative to act for the Committee. In the event of the death, resignation or incapacity of any member of the architectural control committee the remaining members shall be authorized to appoint his or her replacement.

PROCEDURE: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications have been formally submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. ROOFS: The roofs of all structures shall be constructed of slate, clay tile or composite asphalt shingles. No metal roofs shall be permitted.
5. PRE-MANUFACTURED AND MOBILE HOMES: No pre-manufactured homes, mobile homes or house trailers shall be permitted or placed on any lot or portion of said lot at any time.
6. TEMPORARY STRUCTURES: No structure of a temporary character, tent, shack, trailer, basement, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
7. MAILBOXES: The Architectural Control Committee shall control the selection of all mailboxes within the subdivision. Curbside placement of mailboxes is required.
8. EASEMENTS: Easements and servitudes for installation or maintenance of utilities, drainage facilities and sidewalks are reserved as designated on the plat which is approved by the Iberville Parish Council and Iberville Parish Planning Commission. Within these easements or servitudes, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
9. NUISANCES: No noxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
10. ANIMALS: No animals, livestock, pigeons, or poultry of any kind shall be raised, breed, kept, or maintained on any lot. Dogs, cats, or other household pets may be kept provided they do not create an annoyance to surrounding property owners.
11. DWELLING SIZE: The minimum area of residential structures shall be as follows:
 - a. A single story residence shall contain no less than 1,800 square feet of living area.
 - b. A one and one-half story or two story residence shall contain no less than 1,500 square feet of living area on the ground floor and no less than a total living area of 2,300 square feet.
 - c. In determining the living area, open porches, screen porches, porches with removable storm windows, breezeways, patios, landings, outside or unfinished storage or utility areas, garages and carports shall not be included.
12. BUILDING LOCATION: The building set back lines on each lot shall be designated on the plat which is approved by the Iberville Parish Council and the Iberville Parish Planning Commission.
13. FENCE: No barbed wire, hog wire or chicken wire fence or any fence of this type shall be erected, placed or altered on any lot. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the side of the dwelling which faces the street. Fences may not exceed six feet in height.
14. SIDEWALKS AND CULVERTS: The owner of each lot, upon construction of the driveway on said lot, shall be required, at his expense, to construct a concrete sidewalk meeting all parish and governmental requirements within the road right of way adjacent to the lot and running the entire width of the lot (and length of the lot in the case of corner lots). No colored, tinted, painted, sculptured patterned or textured concrete shall be utilized without the Architectural Committee's prior approval. Additionally the owner of each lot, at his expense, must install culverts along roads that have open ditches.

15. SIGNS: No signs of any kind shall be displayed to the public view on any lot, except one non-electric sign no more than five square feet advertising the property for sale or rent or signs used by builders to advertise the property during the construction and sales period.
16. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, abandoned cars, trash, garbage or other waste. Trash, garbage or other waste shall not be kept except in metal or hard plastic sanitary containers which have tops. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed immediately from the premises.
17. SEWERAGE: No person shall provide or install a method of sewerage treatment other than connection to a sanitary sewer system and only after the design for that method of treatment and disposal has been approved by the Iberville Parish Sanitarian Department. Plans for such system may be obtained from the Iberville Parish Health Unit.
18. GRASS CONTROL: Lot owners shall keep their respective lots mowed and free of noxious weeds. In the event that an owner fails to discharge this obligation, the Architectural Control Committee may, at its discretion, cause the lot to be mowed and the owner of the lot shall be obligated to pay the cost of such mowing. Said Architectural Control Committee shall charge the lot or lots with the cost of said work involved, and shall be permitted to file a lien against the said lot or lots after a written registered notice shall have been sent to the owner and a period of thirty days thereafter shall have elapsed with no payment for the work performed.
19. LOT OBSTRUCTION: No oil, gas or mineral drilling, oil, gas or mineral development operation, gas or oil refining, quarrying or mining operations of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for the use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted on any lot.
20. EXTERIOR BUILDING MATERIAL: No building or structure shall be constructed of imitation brick, imitation stone, vinyl or aluminum siding or plywood on the exterior; the Architectural Control Committee may reasonably prohibit such other exterior finishes and material as it may deem undesirable or which in its reasonable discretion detracts from the value of the dwelling itself or the surrounding properties, the general appearance of the neighborhood or the value of the adjacent structures.
21. PROPERTY OWNERS ASSOCIATION: After a sufficient number of homes are built, the Developer shall appoint up to eight (8) members to form a "Property Owners Association", (POA). The purpose of the POA shall be to levy and collect, by legal proceedings if necessary, from each lot owner in "The Long Point Plantation Estates" annual and special assessments in the amounts it determines is necessary in order to provide said subdivision with lighting, maintenance of the landscaped areas, gardening and other services. Any assessment shall be in writing directed to the property owner. Failure of said property owner to pay within thirty days from date of assessment notice will cause a lien to be placed on the property and be filed in the Iberville Parish Clerk of Court's office. The developer, LONGPOINT PLANTATION, L.L.C. reserves the exclusive right to overrule any and all decisions of the POA. The developer, LONGPOINT PLANTATION, L.L.C. reserves the right to dismiss the POA and assume their duties stated above. The POA for the development will be called the Long Point Community Association (LCA).
21. COVENANT TIME LIMIT: 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 years from the date these covenants are recorded, after which time they shall be automatically extended for successive periods of ten years unless and until an instrument signed by a majority of the then current owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

22. **SEVERABILITY:** Invalidation of any of these covenants by Judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

THUS DONE AND PASSED at my office in the City of Plaquemine, Parish of Iberville, Louisiana, in the presence of _____ and _____, competent witnesses who have hereunto signed their names with the parties and me, said Notary, the day, month and year first above written.

WITNESSES:

LONGPOINT PLANTATION, L.L.C.

BY: _____
DALE D. BROWN, MANAGER

NOTARY PUBLIC
Notary ID _____

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