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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

EAST MEADOW SUBDIVISION

STATE OF LOUISIANA

ORIG 199 BNDL 10629

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 22nd day of September, 1995, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

MACK DAVID STEWART and ANGIE GERAGE STEWART, both persons of the full age of majority, who declared that they have been married once and then to each other, who further declared their correct mailing address to be 1993 Tucker Road, Zachary, Louisiana, 70791;

hereinafter referred to as "the Developers", who did depose and state that the Developers are the owners of the following described property:

Two (2) certain tracts or parcels of land, together with all the buildings and improvements thereon, located in the City of Zachary, Parish of East Baton Rouge, State of Louisiana, and being described as **LOT 2-D containing 19.549 acres and the southerly 10.13 acres of LOT 3-D** according to "Plat Showing Survey and Partition of the 415.283 acres (formerly East Hills, Inc.) in Sections 72, 80 & 82, T4S, R1W, G.L.D., City of Zachary, Louisiana", by Walter C. Snyder, Registered Land Surveyor, dated the 21st day of March, 1984. Said survey is recorded as Original 96 of Bundle 9728 of the official records of the Parish of East Baton Rouge, State of Louisiana.

Said property is being developed as **EAST MEADOW SUBDIVISION** in East Baton Rouge Parish, State of Louisiana ("the property") containing Lots 1 through 64, and Lots A, B and C, inclusive as shown on a map entitled "Final Plat of East Meadow First Filing (Lots A, B, C, 1-23 & 27-29) Being the Subdivision of Lots 2D of the Former Sophie Eugenie East Bujol Property and the Southerly 10.13 Acres of Lot 3D of the Former Albert L. East III Property Located in Section 82, T-4-S, R-1-W, G.L.D., City of Zachary, East Baton Rouge Parish, Louisiana for Mack David Stewart & Angie Gerage Stewart", by M. Gregory Breaux, dated the 11th day of September, 1995. Said map is recorded as Original 878 of Bundle 10626 of the official records of the Parish of East Baton Rouge, State of Louisiana. By this act ("the Declarations") the Developers impose upon the property the obligations, covenants, restrictions, servitudes and conditions hereinafter set forth:

I.

DEFINITIONS

1.1 Association. The term "the Association" as used in these restrictions shall mean and refer to the EAST MEADOW HOMEOWNERS ASSOCIATION, INC.

1.2 Council. The term "COUNCIL" as used in these restrictions shall mean and refer to the EAST MEADOW SUBDIVISION COUNCIL of EAST MEADOW SUBDIVISION.

1.3 Landscape Servitudes. The term "landscape servitudes" as used in these restrictions shall mean and refer to the areas of land shown and labeled as such on the official and final plat of the property which shall be dedicated to the Association and devoted to the common use and enjoyment of the owners of the lots comprising EAST MEADOW SUBDIVISION.

1.4 Lot. The term "lot" as used in these restrictions shall mean and refer to the numbered lots on the official plat of the property referred to herein which excludes the areas marked as landscape servitudes.

1.5 Owner. The term "Owner" as used in these restrictions shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including the Developers. Any person or entity having an interest in any Lot merely as security for the performance of an obligation shall not be an "Owner" until such time as the interest holder acquires title by foreclosure or other proceedings or an act in lieu of foreclosure.

II.

PURPOSE

2.1 The Purpose hereof is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in that community. The real property described herein is hereby subjected to the covenants, restrictions, conditions, reservations, liens and charges herein set out to insure the best use, most appropriate development, and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to guard against the construction of poorly designed or proportioned structures, or structures built of improper or unsuitable materials; to

attain harmonious color schemes; to insure the highest and best development of the property; to encourage and secure the construction of attractive homes thereon with appropriate location on each building site; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain property and thereby enhance the value of investments made by purchasers of building sites of **EAST MEADOW SUBDIVISION**.

2.2 Nature and Extent. All obligations, covenants, restrictions, servitudes and conditions of these restrictions, including, without limitation, the assessment, fine, and penalty provisions, are intended as and are declared to be reciprocal, predial (landed) servitudes and real obligations established as a charge on each Lot and incidental to ownership thereof and are for the benefit of each Owner and the Association and the obligation to honor and abide by each obligation, covenant, restriction, servitude, and condition and to pay all assessments and fines shall be also the personal obligation of the Owner of a Lot in favor of the Association and Owners of other Lots. The property and all portions thereof hereinafter shall be conveyed, transferred and sold by any Owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens, and charges hereinafter set out, all of which are imposed upon the property and all of which shall run with the land. It is the intent and purpose of these restrictions to set forth a general plan governing building standards, specified uses and improvements and certain of the provisions herein contained are intended to prohibit and inhibit the free use and development of the Property. Some provisions hereof are couched in general terms, including, without limitation, those dealing with approval by the Council of proposed plans for improvements to particular Lots. The criteria for approval by the Council is intended to be subjective and not objective and all criteria for approval or disapproval of proposed building plans cannot be determined in advance of presentment. Accordingly each Owner of a Lot by recordation of an act transferring title of a Lot to said Owner, whether or not it shall be so expressed in said act, does recognize and agree that these restrictions are intended to and do restrict, inhibit and prohibit free use and development of the Property and the Lots and each Owner shall be deemed to have agreed to be bound by these restrictions including, without limitation, those which may be deemed

or determined to be vague or indefinite.

III.

CIVIC ASSOCIATION

3.1 Formation and Purpose. For the efficient preservation of the values and amenities in the Property, the Developer does hereby delegate and assign the powers of administering and enforcing the obligations, covenants, restrictions, servitudes and conditions contained in these restrictions and collecting and disbursing the assessments and fines created in these restrictions to EAST MEADOW HOMEOWNERS ASSOCIATION, INC. The membership, voting rights, powers and duties shall be as set forth in the Articles of Incorporation, and by the By-Laws of the Association and by any Amendments of either the Articles or the By-Laws. The Association appears herein through Mack David Stewart, its duly authorized agent.

The Association hereby accepts the rights, powers, obligations and duties herein set forth for the Association.

3.2 Membership. Every owner, including the developer, shall be a member of the Association.

3.3 Voting Rights. The Association shall have only one class of membership. Owners shall be entitled to one (1) vote for each lot in which they hold the interest required to be an Owner. When more than one person is the owner of a lot, all such persons shall be members of the Association and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot. An owner owning more than one lot shall be entitled to one vote for each lot owned.

IV.

COUNCIL

4.1 There is hereby created EAST MEADOW SUBDIVISION COUNCIL, hereinafter referred to as the "Council", to be composed of three individuals. The members of the Council shall be appointed by the Developers. These original members shall serve for two (2) year terms. The Developers shall appoint the members and successors for a period of four (4) years unless waived sooner; thereafter, successors shall be appointed by the Council and shall serve (1) year terms thereafter. The Council shall serve without pay. The purpose of the Council is to check

all building plans to ascertain compliance with all the restrictions. The decision of the Council, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and non-appealable. The first members of the Council are:

1. MACK DAVID STEWART
2. ANGIE GERAGE STEWART
3. MELANE LANDRY

4.2 No construction of any kind shall begin until the Council by a majority vote shall have approved the construction. The term construction includes original construction, any alterations, and/or any additions.

4.3 Two (2) sets of plans, including plot plan, must be submitted to the Council for approval. One (1) set will be signed and returned to the owner, and the other set will be retained by the Council.

V.

COVENANTS AND RESTRICTIONS

5.1 Each lot shall have the following restrictions:

- a. A house shall be one (1) detached single family dwelling not to exceed two and one-half (2-1/2) stories in height;
- b. The private garage shall have space for no more than three (3) vehicles;
- c. Private garages or carports shall load from the side or rear and shall not face the street fronting the lot, except garages constructed on corner lots;
- d. Housing constructed on corner lots shall include an attached or detached fully enclosed garage with a standard garage door;
- e. Detached servants' quarters or any other detached structure shall be constructed only with the prior written approval of the council.

5.2 It is clearly understood that the Council has fourteen (14) working days from the time matters are submitted to it, to approve or disapprove any matter. The time period starts from the time the matter is submitted at 9305 Highway 64, Suite C, Zachary, Louisiana 70791. If the Council fails to act within fourteen (14) working days, then the request is deemed approved.

5.3 Each residence shall contain at least One Thousand Nine Hundred (1,900) square feet of living area. Living area shall not include porches, breezeways, garages or carports.

5.4 Building lines for each lot shall be governed by the official subdivision plat, which sets forth all building lines.

5.5 Any residence erected shall contain at least fifty percent (50%) brick or brick veneer. Vinyl siding shall be allowed only after a sample of the siding has been approved by the Council.

Any painted exterior shall have at least two (2) coats of paint.

5.6 The minimum roof pitch shall be 8/12, unless otherwise approved by the Council. However tin, steel or aluminum roofing shall not be allowed, except as an accent.

5.7 The ground floor of any residence shall have a ceiling height of at least nine (9') feet.

5.8 Fireplace flues and chimneys shall be covered with the same siding, stucco, or masonry material as used on the exterior of the residence. All fireplaces shall have chimney caps. Exposed Galvanized Metal Caps are not allowed.

5.9 No fence shall be erected on any lot beyond the front line of the residence unless approved by the Council.

All fencing material facing the public street or a sideline must be made of wood, brick, stucco or wrought iron, unless specifically approved by the Council.

The dressed side of fencing is at all times to face toward the public street or the surrounding lots.

No fence shall exceed 6' in height.

5.10 No garage apartments shall be allowed on any lot.

5.11 Servitudes for installation, maintenance of utilities and drainage facilities are reserved as shown on the final plat of **EAST MEADOW SUBDIVISION**.

5.12 Nothing in these restrictions shall prohibit an owner of any two (2) adjoining lots having frontage on the same street from constructing a residence on the two (2) lots, which shall be considered, for the purpose of these restrictions, as one (1) lot.

5.13 A lot or lots may be subdivided and replatted with written consent of the Council so long as lots are made larger, not smaller, and

meets the requirements of the Zachary Planning and Zoning Committee.

5.14 This subdivision shall be served by underground utilities only, except where an overhead electric distribution system is previously existing. Electric service from the existing electrical distribution system to a residence shall be underground.

5.15 Exterior lighting, exterior music or sound producing devices, and any other mechanical devices shall be subjected to the approval of the Council, and any standard adopted by the Council in this regard shall be final.

5.16 Outside clothes lines shall be approved by the Council prior to installation. Satellite dishes and other above ground improvements are allowable, however, said improvements must be behind the residence and enclosed within a privacy fence, and all of this is subject to the approval by the Council.

No antennas are allowed.

5.17 Landscaping shall be completed within one (1) month of occupation of a residence. The front yard must be completely sodded with centipede, grass or equivalent, default of which the Council may cause such work to be performed.

5.18 All mailboxes must be of the same design, material and paint color as approved by the Council. Specifications, prices and place of purchase will be provided by the Council before installation.

5.19 The Council may require that a residence having a airspace between the ground and the first floor enclose such airspace on the front and sides of the residence and/or frontporch.

5.20 No residence shall be occupied until fully completed. This includes yard grading.

5.21 Any trees not in the way of residence, at least eight (8) inches in diameter, measured one (1) foot above the ground, and twenty (20) feet tall may not be removed from any lot without approval of the Council.

5.22 No oil or natural gas drilling, nor development operations, nor refinery, nor quarrying or mining operations of any kind shall be permitted upon any lot. Neither shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

5.23 Any residence must be completed within six (6) months of the beginning of construction. If a longer period is needed, written approval by the Council is required.

VI.

GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

6.1 Homes in **EAST MEADOW SUBDIVISION** shall be used for residential purposes only. No part of any lot shall be used for apartment houses, offices, shops, schools, churches, assembly halls, day care centers, half-way houses, nor any other use except as a residence. "Mother-in-law" type residences are permissible so long as they are connected to or appear to be part of the main residential dwelling, and are of the same architectural design and material as the main residence. This type of dwelling may only be utilized for the immediate family and may not be used as rental property.

6.2 There shall be no raising of livestock, including but not limited to cows, horses, pigs, sheep, rabbits or poultry of any kind. Owners of domestic animals shall follow the Parish of East Baton Rouge Animal Control guidelines and regulations. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance. More particularly, aggressive breeds of dogs, such as, Pit Bulls, Rottweillers and Chow are not permitted.

6.3 No mobile home, junked car, tractor trailer rig, bus, large commercial vehicle, nor heavy equipment shall be allowed on any lot.

6.4 No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for storage or disposal of material shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises completely. Garden compost shall be kept in quantities required by one household only, provided it is not visible from the street and is kept free of noxious odors and insects.

6.5 A motor home, travel trailer, motor boat, utility trailer, garden tractor, lawn mower or all-terrain vehicle may be maintained, stored or kept on a lot; however it must be contained within a structure approved by the Council, or within a privacy fence, and in both cases, it must be stored in the back yard.

6.6 Garbage cans shall be stored so that they are not visible from the road.

6.7 No sign of any kind, except standard real estate signs, shall be displayed for the public view on or from any lot without prior consent of the Council.

6.8 No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other lot owners.

6.9 Nothing shall be altered, constructed, or removed from the landscape servitudes as shown on the final plat area, except upon written consent of the Council.

6.10 There shall be no storage, obstructions, or parking on landscape servitudes.

6.11 No offensive or unlawful use shall be made of the subdivision property, nor any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed.

6.12 Prior to construction, each lot owner must mow the lot sufficient times so that the grass shall be no more than six (6) inches tall. The Council reserves the right to enforce this stipulation by mowing the lot themselves, and seeking reimbursement, court costs, and reasonable attorney's fees for collection of the debt incurred.

After construction is completed, each lot owner shall be responsible for the maintenance of all landscaping on the lot and for maintaining the lot, residence and driveway in a clean and orderly fashion at all times. The lot owner shall be responsible for paying all costs of said maintenance and for any such repairs as may be necessary. Lot owners shall keep all lots mowed at all times, free from rubbish, trash, debris and noxious weeds. Failure to comply with this covenant grants unto the Council the right to have the necessary work performed, and also the right to seek reimbursement for such costs, court costs, and reasonable attorney's fees.

It is clearly understood that no activity shall take place on any lot prior to construction, except mowing of the lot. Any other activity must be approved by the Council.

6.13 Above ground swimming pools with filters are allowed if hidden by a privacy fence. Swing sets, trampolines, playhouses, children's

swimming and/or wading pools, hot tubs, and any other such items which are not used for landscaping enhancement or aesthetic purposes must be maintained behind the front building setback line of each lot.

It is clearly understood that each lot owner shall maintain his property to provide maximum safety precautions surrounding the installation of any water holding container.

6.14 A developed lot may have a vegetable or ornamental garden that is maintained in an aesthetically pleasing fashion behind the residence. Any vegetable garden must be to the rear of residence.

6.15 Christmas lights shall not be installed before Thanksgiving, and must be removed by January 7th of each year.

6.16 Each lot shall have a minimum residential front building line of thirty (30') feet, a side residential building line of eight (8') feet and rear residential building line of thirty (30) feet with the exception of the Courtyard Home Lots, which has a five (5') foot sideline and a twenty (20') foot building line.

6.17 Any out buildings must be behind the rear building line of a residence, be no near that eight (8) feet to any side line, and no less than twenty (20) feet from the rear lot line.

6.18 All sidewalks shall be forty eight (48) inches in width and shall be constructed as to City of Zachary standards, and follow the contour of the lot line. The sidewalk shall be completed prior to occupancy.

6.19 Any out building shall be of similar architectural design and construction as the main residence, and the construction must be approved by the Council.

6.20 During construction of a home, the lot shall be kept neat with no unsightly piles. In addition, concrete trucks shall be washed on the lot being poured inside the property lines, and not on the streets.

VII.

COVENANTS FOR MAINTENANCE ASSESSMENTS

7.1 As stated previously, EAST MEADOW SUBDIVISION ASSOCIATION, INC., hereinafter referred to as "The Association", shall be created. It shall be a non-profit corporation created for the purpose of collecting fees to be used to maintain the landscape servitudes of EAST MEADOW SUBDIVISION. It shall also have the power to enforce the collection of these fees as set forth hereafter.

7.2 The Association has the specific right, upon a majority vote of its members, to levy and collect (by legal proceeding if necessary) from each lot owner in **EAST MEADOW SUBDIVISION** an annual assessment in an amount it determines necessary in order to provide said subdivision with lighting, maintenance of the landscaped areas, gardening and any other services generally undertaken or furnished by private associations of property owners. Any assessment shall be made in writing directed to the property owner, and upon failure to pay within thirty (30) days from the date the notice is given, a copy thereof shall be filed with Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana, and will act as a lien upon the property so assessed. Annual assessments shall be determined by a majority vote of the lot owners. It is specifically understood that each lot is entitled to one (1) vote. For the purposes of these covenants, the subdivider shall have one (1) vote and shall be considered the owner of one (1) lot.

7.3 It is clearly understood that any person who purchases a lot in **EAST MEADOW SUBDIVISION**, in fact, becomes a member of **EAST MEADOW SUBDIVISION ASSOCIATION, INC.**, and is subject to all the rules and regulations of these restrictions and of **EAST MEADOW SUBDIVISION ASSOCIATION, INC.**.

7.4 The right to collect and administer the maintenance assessments and obligation may, upon a vote in writing of a majority of the lot owners, be transferred to a corporation formed for that and any purposes.

VIII.

MISCELLANEOUS PROVISIONS

8.1 These stipulations and restrictions are to run with the land for a period of twenty-five (25) years from this date, at which time said covenants shall be automatically extended for a successive period of ten (10) years. The restrictions may be amended at any time if a two-thirds (2/3) majority of lot owners vote to amend. Each lot is entitled to one vote.

8.2 If any lot owner or other party shall violate or attempt to violate any of the provisions of this Declaration, it shall be lawful for any other lot owner, the Association, or the Council to enforce this Declaration.

If this Declaration requires a lot owner to do something then the moving party shall give the violator seven (7) days written notice by

certified mail, to the violator's address shown in the violator's deed of acquisition and the violator's lot address specifying the violation. If no action is taken by the violator within seven (7) days of the date of mailing, then the moving party shall have the right to do the obligation of the violator and file a lien in the public records for the cost of the obligation plus attorney's fees and court costs of no more than TWO HUNDRED FIFTY AND 00/100 (\$250.00) DOLLARS. It is clearly understood that the TWO HUNDRED FIFTY AND 00/100 (\$250.00) is in addition to the cost of the obligation. The lien is valid if the lien filed shows the names of the violator, the number of the lot, the amount of the work performed and attorney fees. Court costs are paid by the violator for the cost of filing and cancelling the lien.

If the provisions of this Declaration prohibits an act by any lot owner and a lot owner or any party violates this Declaration, it shall be lawful for any other lot owner, the Association, or the Council to prosecute any proceeding at law or in equity against the violator. This right includes but is not limited to seeking temporary and thereafter permanent injunctions against the violator. The lot owner, the Association, and/or the Council who prevails in any legal proceeding against a violator shall be entitled to any damages granted by a court, plus reasonable attorney fees and court costs. Failure of any person, firm or corporation to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.3 Each member of the Council shall be indemnified by the Association against all liabilities and expenses, including attorney's fees reasonably incurred or imposed on the Council member in connection with any proceeding to which the member may be a party or in which the member may become involved by reason of being or having been a member of the Council at the time such expenses are incurred, unless the member is adjudged guilty willful malfeasance or misfeasance in the performance of their duties. In a case of a settlement, the indemnification provided for herein shall apply only when the Board of Directors of the Association approve such settlement and reimbursement is being for the Association's and the Council's best interest. The above described right of indemnification shall not be exclusive of all other rights to which such member of the Council may be entitled but shall be in addition to such other rights.

THUS DONE AND SIGNED in my office in the City of Zachary, Parish of East Baton Rouge, State of Louisiana, in the presence of the undersigned competent witnesses and me, Notary, on the day and the date first hereinabove written.

WITNESSES:

Angie Richardson
ANGIE RICHARDSON
Kelli M. McKnight
KELLI M. MCKNIGHT

EAST MEADOW SUBDIVISION
BY: Mack David Stewart
MACK DAVID STEWART
Angie Grace Stewart
ANGIE GRACE STEWART
Mack David Stewart
EAST MEADOW HOMEOWNERS
ASSOCIATION, INC.
BY: MACK DAVID STEWART

Lonny A. Miles
LONNY A. MILES, NOTARY PUBLIC

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