

## Calcasieu Parish Recording Page

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**First VENDOR**

WOODLAND FOREST ESTATES, PART FOUR SUBDIVISION

**First VENDEE**

RE: RESTRICTIVE COVENANTS

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**Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for  
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## STATE OF LOUISIANA

## PARISH OF CALCASIEU

RESTRICTIVE COVENANTS AND DEVELOPMENT AGREEMENT  
OF WOODLAND FOREST ESTATES, PART FOUR SUBDIVISION

On this 10<sup>th</sup> day of April, 2008, before the undersigned Notary Public and competent witnesses, came and appeared:

Woodland Forest Estates Part Four, L.L.C., a Louisiana Limited Liability Company domiciled in Calcasieu Parish, Louisiana, represented herein through Wallace H. Nichols, Manager, who did declare that Woodland Forest Estates Part Four, L.L.C. is the owner of the following described property located in Calcasieu Parish, Louisiana:

Woodland Forest Estates Part Four Subdivision, a subdivision in Section 36, Township 8 South, Range 9 West, Calcasieu Parish, Louisiana, as per plat recorded in Plat Book 19 Page 325 of the Calcasieu Parish records.

And that in order to enhance the desirability of the subdivision, and in consideration of the benefits to be derived by the owners and subsequent owners of lots in Woodland Forest Estates Part Four Subdivision, and to further set forth a plan of development which shall be utilized on any present or future Parts or Phases of Woodland Forest Estates subdivision(s) as may be subsequently developed upon adjacent properties, Appearer does hereby establish the following restrictive covenants which shall run with the land and which shall apply to all lots of Woodland Forest Estates Part Four Subdivision:

1. All lots shall be used for single family residential purposes only. No lot owner shall ever use or permit any lot to be used either directly or indirectly, for trade or business of any form or for any purpose other than that of a private residence. No structure shall be erected, altered, placed or permitted to remain on any lot which exceeds two and one-half stories (2 1/2) in height together with private garage, carports or other outbuildings, except that one story quarters which are included as part of the garage or residence and are occupied by servants or family shall be permitted. Garages shall not face the street, unless by approval of the Architectural Control Committee. Any garages approved to face a street shall have garage doors.
2. No buildings shall be erected on any lot closer than forty (40) feet to the front property line, unless authorized by the Architectural Control Committee. No buildings shall be erected on any lot closer than ten (10) feet to any other property line, unless authorized by the Architectural Control Committee. Residences constructed on corner lots shall not be built closer than thirty (30) feet to the side street.
3. The minimum living area, exclusive of porches, garage or carports or other similar areas, shall be 2,000 square feet.
4. No animals, livestock or poultry of any kind shall be permitted on any lot except domesticated, licensed and properly inoculated household pets. Any such pet is prohibited from roaming freely within the subdivision, but may be walked by its owner if the pet is on a leash. The breeding of animals, including birds, for sale is prohibited.
5. No trailer, mobile home, motor home or recreational vehicle of any kind shall be used as a residence, even on a temporary basis. No automobile, truck or other motorized vehicle of any kind or type, except those used regularly by a resident shall be permitted to remain on any lot outside a garage or carport or to be parked on the street adjacent to any lot, even on a temporary basis. No lot shall be used for the repair of motor vehicles, boats, motors or machinery or for the storage of

the same or parts of the same, even on a temporary basis. The exterior storage of boats, campers, buses, van bodies, trailers, motor homes and/or any other recreational type of vehicle or equipment is prohibited, even on a temporary basis, in the driveways or on the front or side lawn of any lot. However, they may be stored or kept inside carports or garages, or in the rear of the dwelling.

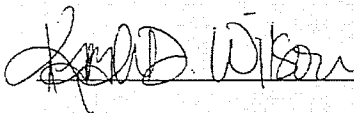
6. Parking of vehicles on the streets of the subdivision by lot owners, their families, agents and/or invitees is discouraged. No vehicles can be left parked on the streets of the subdivision for more than one (1) hour per day.
7. No noxious, offensive, unsanitary, unsightly or unusually noisy activity may be carried on upon any lot, nor shall anything be done thereon which might be considered a nuisance to the neighborhood. No lot shall be used as a dumping ground for rubbish, trash, cuttings, garbage or other waste of any kind. All garbage or other waste of any kind shall be deposited or kept in sanitary containers. All equipment or containers for the temporary storage of such material shall be kept in a clean and sanitary condition and out of sight when not along the street on the scheduled day for garbage or trash pick-up. Empty containers shall be removed from the street on the same day that pick-up has occurred.
8. Except for used brick and decorative elements such as shutters, large beams, flooring and paneling made of old or antique materials, no other used materials may be used in constructing any building, outbuildings or appurtenance. The use of corrugated galvanized iron or tin roofing is not permitted, unless specific approval is obtained from the Architectural Control Committee.
9. Each dwelling must have a garage or carport sufficient in size to accommodate two (2) full size automobiles and must have a hard surfaced driveway, at least twelve (12) feet in width, from the street curb to the garage or carport. If any garage or carport is subsequently incorporated into the living area of any original residence, a replacement garage or carport of a permanent and conforming nature to the dwelling shall be erected either before or simultaneously with the construction which incorporates the former garage or carport into the living area.
10. Any buildings, whatever their use, must be built on a concrete slab and be of comparable materials to the residence unless a variation is specifically approved by the Architectural Control Committee. Outbuildings shall not exceed 800 square feet in size, unless a variation is specifically approved by the Architectural Control Committee.
11. No fence or wall shall be erected or placed closer to a front street than forty feet from the front property line or along a line established by the front of the house, whichever is more restrictive. No fences shall be placed closer to a side street than 30 feet from the side street lot line. These fences shall not exceed six (6) feet in height.
12. No building of any nature shall be moved onto or rebuilt upon any lot.
13. Lots shall be kept cleared, free of debris and the grass cut regardless of whether any improvements have been made yet to the lot.
14. No vegetables, such as tomatoes, peppers, beans and the like, shall be planted on any lot, except from the rear foundation line of the residential structure to the back line of the lot.
15. In cases where natural drainage of adjoining lots is found to exist, nothing shall be done to cause same to be blocked. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of the Subdivision.

16. Lot owners are responsible for controlling erosion on their lot and minimizing the amount of sediment exiting their property during construction and after construction activities have ceased. Erosion and sediment control practices and methods can be found in the Storm Water Pollution Prevention Plan, prepared by Arabie Environmental Solutions, Inc., dated January 31, 2008, and lot owners agree to comply with the terms thereof.
17. Lot owners shall be obligated to place silt fencing and/or sediment logs so as to protect catch basin and streets from silting during construction and until their lot or lots are covered with grass.
18. No sign of any kind shall be displayed on any residential lot except one sign of not more than five (5) square feet advertising the property for sale. Upon the sale of a lot, all signs must be removed immediately. Display of political advertising signs is prohibited.
19. Until such time as public sewerage disposal is made available, the sole means of sewerage disposal shall be mechanical systems approved by the Louisiana State Board of Health. Any form of oxidation pond is prohibited.
20. No part of any lot can be utilized for a public or private road.
21. The restrictive covenants may be modified, extended, amended, changed or altered at any time by upon the occurrence of both (1) the recommendation of the Board of Directors of the Woodland Forest Estates Homeowners Association, Inc. and (2) with the written consent of two-thirds of the owners in number of lots in the subdivision.
22. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for twenty-five (25) years, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of two thirds of the then owners of lots located in the subdivision, it is agreed to change the said covenants in whole or in part.
23. Any lot owner shall have the right to take legal action against the breach of any of these covenants by appropriate legal action. In addition to any other remedies, these restrictions may be enforced by mandatory and prohibitory injunction by any lot owner. The Woodland Forest Estates Homeowners' Association, Inc. shall also be a proper party to enforce these covenants. To the extent permitted by law, the person, persons or other legal entity who successfully prosecutes a violation of these restrictive covenants shall be entitled to recover reasonable attorney's fees, court costs, and damages.
24. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building set back line, unless similarly approved. Approval shall be sought as provided in Restrictions 24 and 25.
25. Clothes line shall be installed in the rear of the dwelling and the installation of clothes lines on the front or side lawn of any lot shall be prohibited.
26. Owners of lots in the Woodland Forest Estates Part Four Subdivision shall be members of the Woodland Forest Estates Homeowners Association, Inc. and shall have all rights and responsibilities as set forth in the Articles of Incorporation of the said Association, as well as any subsequent legal amendments thereto. The Articles of Incorporation of the said Association are adopted herein by reference.

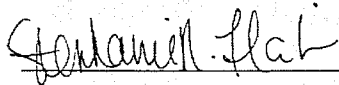
27. The Board of Directors of the Woodland Forest Estates Homeowners' Association, Inc. shall annually elect an Architectural Control Committee consisting of not less than three nor more than seven members. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member or members of the committee, the Woodland Forest Estates Homeowners Association Board of Directors shall have full authority to designate a successor. Neither the members of the committee nor their designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The initial Architectural Control Committee shall be composed of Wallace H. Nichols, Kenneth H. Nichols, and John F. White.
28. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove, within sixty (60) days after written plans and specifications have been submitted to it, or if, after application has been made to the Committee and no suit to enjoin the construction has been commenced within ninety days of commencement of construction, then the Committee shall no longer have authority to take legal action; however, the enforcement rights of the Woodland Forest Estates Homeowners' Association, Inc. and individual lot owners as provided otherwise herein to enforce specific violations of these restrictions shall not be lost or waived due to inaction or improper action on the part of the Committee.
29. Residential and street lighting service in the subdivision shall be provided subject to the utility company's general terms and conditions and charged for in accordance with applicable rate schedules, the utility company having the right to in all events to change the terms, conditions, and rate applicable to such class of service from time to time and at any time. The owner of each lot, and all successors in title thereto, shall be liable for and shall pay an amount reasonably allocated to such lot by the utility company for street lighting based upon the going rate for such service, as may be provided in the utility company's specific rate of schedule for such and in superceding rate schedule's except during any period that full responsibility for such street lighting and payment for such facilities and energy consumed thereby is assumed and paid to the utility company by a municipality or other governmental body. Lot owners shall owe a pro-rata contribution as provided herein from the time of purchase on, and then charges may be collected either by the utility company or the Homeowners Association.

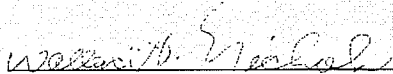
THUS DONE AND SIGNED in Lake Charles, Louisiana on the day, month and year first above written, in the presence of the undersigned witnesses and Notary Public after due reading of the whole.

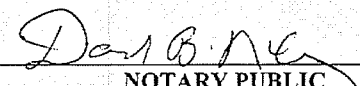
WITNESSES:

  
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WOODLAND FOREST ESTATES PART  
FOUR, L.L.C.

  
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By:   
Wallace H. Nichols, duly authorized

  
\_\_\_\_\_  
NOTARY PUBLIC  
DAVID B. MCCAIN #030031