

Subdivision Restriction and Building Conditions
for
Country Meadows Subdivision

(as of April 8, 2010)¹

- 1) All utility services from the utility company pole to homes must be buried under ground.
- 2) All waste water must be treated by a St. Martin Parish approved mechanical system, and discharge is to be released via a sprinkler/irrigation method.
- 3) The subject property can be used only for residential purposes, and all commercial activities incompatible with the same are prohibited. The subject property is limited to one home per lot, and any multiple dwellings are prohibited. Any use of the subject property for access to or any purposes of ingress or egress to and from adjoining or contiguous properties is strictly prohibited.
- 4) No home may be moved onto the subject property or constructed thereon without first securing the approval of the developer as to location and placement of the home. All conventional and modular homes (dwellings) shall be a minimum of 1,000 square feet in size (ground floor), exclusive of porches, carports, and garages unless permission for a smaller square footage size variance is granted by the Developer. No apartment houses, garage apartments, or buildings designed for occupancy by more than one family unit shall be erected.
- 5) All manufactured homes may be no older than three (3) model years and have vinyl siding or cedar siding, and shingled or commercial grade metal roofs. Said home must also have a minimum 5-foot by 8-foot deck with steps at the front entrance. Manufactured homes must be in good condition and approved by the developer.
- 6) All manufactured homes shall have their perimeters skirted with material compatible with the exterior of the manufactured home within 30 days of setting up manufactured home on lot.
- 7) All homes shall be located a minimum of 80' from the road right-away line and located no closer than 15' to any sideline and must be set parallel to the road. Fencing shall not be constructed beyond the front edge of the home. Any fencing constructed across front of dwelling, provided that dwelling is set back from the minimum frontage, shall be a decorative type fencing, such as a short wood or "pvc" picket type fence. No boarded type fencing will be allowed across dwelling frontage.
- 8) All homes must hook up to electricity and all other utilities at the owner's expense, and each home must subscribe to all garbage policies as set forth by the local governing authority.
- 9) All vehicles must be operable and parked only on the owner's property. No vehicle may be parked on the road at any time. No junk or unlicensed movable vehicles shall be parked on property, with the exception of the primary residence (manufactured home), antique vehicles in restoration process, vehicles under imminent state of repair (in progress), and/or hunting or pleasure vehicles that do not require a license.
- 10) Carports, garages, and storage rooms must conform with the respective home and must be approved by the Developer.

¹ Subdivision restrictions filed with St. Martin Parish Clerk of Court on May 30, 2002 at COB Book 1366, Page 714; amended on December 28, 2007, at COB Book 1487, Page 255; amended on January 6, 2010, at COB 1553, Page 45; and amended April 1, 2010, at COB 1558, Page 477.

- 11) No noxious or offensive activity shall be carried on upon the lot, nor shall anything be done thereon which shall become an annoyance or nuisance to other property owners.
- 12) These covenants prohibit the re-subdivision of any lot(s) from any dimension or size other than those shown on the official recorded plat. Notwithstanding, this prohibition as to the re-subdivision of lots; any lot may be re-subdivided or re-platted with the expressed written consent and permission of the Developer. Foundation Homes, L.L.C. reserves the right to re-subdivide or re-plat any lot owned by it in order to assist in marketing a particular lot or provide for, including a portion of any one lot, with a contiguous lot.
- 13) No poultry or fowl of any kind nor swine, pigs, and pot belly pigs, shall be raised, bred, boarded or kept on any lot(s) except that dogs, cats, and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes or in such numbers or conditions as may be offensive to other property owners in the subdivision. All said pets must be kept within pens or a fenced yard at all times. No pets may be tied, tethered, leashed, or kept in front of any residence. No aggressive breeds shall be allowed including, but not limited to pit bulls and Dobermans.
- 14) Access to any lot is to be provided by covered culverts over the existing drainage ditches, which culverts are to be a size 18" in diameter and set at such a grade as to not interfere with the free flow of water through such drainage ditches. Should there be any interference with the free flow of water in the drainage ditches across any lot, the Developer may have the cause of such interference removed, and the lot owner will be responsible for reimbursement of expense incurred by Developer. The culverts are to be purchased, installed, and covered at the lot owner's expense.
- 15) 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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years each unless any legal instrument signed by a majority of the existing owners of lots covered by these covenants shall have been recorded, agreeing to change said covenants in whole or in part.
- 16) No oil or gas drilling, quarrying, or mining operation or exploration development operations of any kind shall be permitted on or in any lot, nor shall oil wells, refineries, tank tunnels, excavations, shafts, holding facilities, or any other like activity or commercial activities of any nature be permitted upon any lot. No derricks or other structures designated for use in exploration for or boring for oil, natural gas, salt water, or any other minerals shall be erected, maintained, operated, or permitted upon any lot.
- 17) It is the lot owner's responsibility to keep his lot mowed and to keep its ditch banks clean so as to not create an offensive or obnoxious nuisance. The Developer may, at its discretion, in default of the lot owner honoring the covenant, have the property mowed and cut for the owner, and owner shall reimburse the Developer for cost of the same. This covenant is personal in nature and does not run with the land. Maintenance of each lot is mandatory, and the lot shall remain clean and neat in appearance at all times.
- 18) Invalidation of any of these covenants by judgment, court order, or for any reason shall in no way affect any of the provisions hereof, and the letter provisions shall remain in full force and effect.
- 19) Road maintenance, repairs, and upkeep of the private road known as "Meadows Drive" is to be shared by all property residents of the Country Meadows Property Owners Association. All decisions regarding changes and revisions are to be passed by majority vote of the property owners.
- 20) All property owners are required to be members of Country Meadows Property Owners Association.