

The Farm at Fulton Road
RESTRICTIVE COVENANTS

BE IT KNOWN, that the date hereinafter mentioned, before the undersigned authority, And in the presence of the undersigned legal and competent witness, personally came and appeared:

Rhodes Properties and Development, L.L.C. (Taxpayer ID No. 27-2389883), a Louisiana Limited Liability Company, Represented herein by its duly-authorized Manager, which address is 404 Rapides Drive, Natchitoches, LA 71457.

1.

Appearer is the owner of the following described property located in Natchitoches Parish, Louisiana, to-wit:

SEE EXHIBIT “A” HERETO AND MADE A PART HEREOF

2.

Appearer has caused Andy Craig of Mohr and Associates, LLC, a registered professional land surveyor in the state of Louisiana to make a survey of the property described hereinabove and to divide said property into streets, easements and lots numbered consecutively 1 to 52.

3.

Appearer hereby creates a subdivision of the property described hereinabove to be known as “The Farm at Fulton Road”; all in accordance with the plat and map of the said Mohr and Associates, L.L.C., which is attached hereto and made a part hereof.

4.

Appearer does hereby dedicate a servitude to the public solely for the construction and maintenance of roads, streets, utilities, drainage and other purposes, the streets and easements shown on the plat and map attached hereto.

All lots, any part of parcel of said subdivision, and/or any sale or other disposition or alienation thereof shall be subject to the following limitations and conditions, regardless of whether same are expressly contained in any deed or other conveyances hereinafter made, to-wit:

- a. All lots in said subdivision shall be known and described as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any lot other than one single family residence, a private garage or carport for not more than four automobiles or less than one automobile and approved storage buildings. Each and every driveway in the subdivision must be constructed of asphalt or concrete. Each lot owner is responsible for the purchase and installation of culverts for driveways and other pipes in roadside ditches shall be approved by an authorized representative of the Natchitoches Parish. Any separate private garage and/or storage building shall be of such design and construction as to blend aesthetically and architecturally with the residences of the subdivision.
- b. Only one residential structure may be built on any lot, and no lot shall be subdivided for purposes of constructing a residence or other related structure. In the event that it becomes necessary for any property owner to acquire a portion of an adjacent lot to purpose, no structure shall be located, erected or altered on or nearer than 25 feet from the front lot line, 5 feet from the interior lot line, or 10 feet from the rear lot line.
- c. The heated and cooled floor arear of the main structure, exclusive of open porches, garages, carports, or patios erected on all lots shall be not less than 1300 square feet.
- d. All mailboxes will of decorative cast iron construction. Only this design will be approved for mailboxes. Homeowner will be responsible for cost of mailbox and installation.
- e. Swimming pools shall be constructed in the rear of the property, behind the primary dwelling, and in a decorative manner to be approved by the Architectural Control Committee. No above ground pools will be permitted.
- f. No fence shall be constructed or allowed to remain nearer the street than the minimum setback distance provided above. Any fencing so constructed must be installed in a workmanlike manner, of attractive and durable materials. No barbed wire, field fencing (hog wire), poultry wire or other similar type fencing may be used. Service areas should be screened by attractive fencing and/or planting.
- g. No satellite dish, or other similar telecommunications receiving device shall be installed or erected nearer than the minimum setback requirements set forth in subsection "b" above. However, in the event any such telecommunications receiving deceives are installed, the erection and location of same must be approved by the Architectural Control Committee.

- h. No trucks in the excess of one ton shall be permitted to park on the streets, driveways, or lots of said subdivision overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo may be parked or kept in this subdivision at any time. No motor vehicle that is junked, wrecked, partially wrecked, fails to display a current license plate or is non-operative shall be placed or allowed to remain on the street, lot or residence except within an enclosed garage, in a carport, or in another structure.
- i. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- j. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. (Excluding such items used by contractor and subcontractors during construction).
- k. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet advertising the property for sale or rent, or one sign of not more than five square feet used by a builder to advertise the property during construction and sales period. Developer hereby reserves the right to display a professional sign not to exceed sixty-four (64) square feet at the entrance of the subdivision to identify same and sixty-four (64) square feet for the purpose of identifying, marketing and promoting the early stage development of the Subdivision.
- l. No property owner shall cut the surface of the street in order to make a water, gas, electric, telephone or other utility connection. All utility crossings installed by the property owners shall be made by boring under the street and shall be done in accordance with the appropriate rules, regulates and ordinances of the applicable political subdivision. In addition, all utilities from any service provider to the house must be underground.
- m. Except as may be otherwise provided for in any existing oil, gas, or mineral lease, no oil or gas drilling, developing, refining, or quarrying or mining operations of any kind shall be permitted upon any lot. Neither shall any derrick or other structure designed for use in boring for oil natural gas erected, maintained or permitted upon any lot.
- n. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. However, dogs, cats or other such household pets may be kept in this subdivision provided they are not kept, bred or maintained for any commercial purposes. Household pet dwellings must be kept neat and clean.
- o. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garage or other waste shall not be kept in this subdivision except in sanitary containers. All homeowners must contract with a waste management service to have weekly pick-up service. All homeowners must comply with the disposal of trash to the satisfaction and under the current stipulations approved by the Natchitoches Parish government regarding

trash disposal and pick-up. All incinerators or other equipment for the storage or disposal of such material shall meet the requirements of the State of Louisiana Department of Natural Resources, State Board of Health, the Louisiana Department of Environmental Quality, and any other city, state or federal agency having jurisdiction over same' and shall be maintained in a clean and sanitary condition.

- p. No individual water-supply system shall be permitted on any lot. Waterworks District 2 water must be used for each dwelling in said subdivision.
- q. Construction of new building only shall be permitted or installed in this subdivision, it being intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit. All houses shall be constructed of brick, wood, stucco, vinyl, or Hardee siding.
- r. Construction of a structure on a lot shall be completed within 12 months from its commencement. "Commencement" is defined as "either the date of the issuance of a construction permit or the actual date that improvements begin on the lot". "Completion" shall include "finishing of the exterior of any building, landscaping, finished painting, construction of the driveway, final trash clean-up and installation of permanent electrical service".

6.

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 (25) years from the date these covenants are recorded, unless an instrument signed by unanimous number of the then owners of said lots has been recorded, agreeing to change these covenants in whole or in part. These covenants shall thereafter be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.

7.

Enforcement of the restrictions set forth hereinabove shall be proceedings at law or in equity either to restrain violation or to recover damages against any person or persons violating or attempting to violate any covenant. Any and all persons owning any property in the subdivision described herein are hereby granted the right and privilege to prosecute any proceedings to enforce the provisions of this instrument.

8.

Invalidation of any one of these restrictive covenants by judgement or Court Order shall in no way affect the validity of any of the other provisions thereof, which shall remain in full force and effect.

THUS DONE AND SIGNED at Natchitoches, Natchitoches Parish, Louisiana on this

_____ day _____, 2018.

Witness

Rhodes Properties and Development, L.L.C.

Justin Rhodes

James Rhodes

NOTARY PUBLIC