

COVENANTS (Excerpts)
Slidell Country Club Estates
Fifth Filing

Part A. Residential Area Covenants

A-1 Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage or carport for not more than three cars, and other appropriate outbuildings.

A-2 Architectural Control. No building shall be erected, placed or altered on any building lot in this subdivision until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the architectural Control Committee as to the quality of workmanship and materials, harmony of external design with the existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback line unless so approved by the Architectural Control Committee. Approval shall be as provided in Part B.

A-3 Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$ 20,000 (cost of building exclusive of land) base upon cost levels prevailing on the date of these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than which can be produced on the date of these covenants are recorded, at the minimum cost stated therein for the minimum perimeter dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages or carports, shall not be less than:

- a) For lots: 479 thru 481; 490 thru 529; lots 617 thru 619 – 1,400 square feet for a one story dwelling nor less than 850 square feet on the first floor for a dwelling of more than one story. In any event, the total square footage shall not be less than 1,400 square feet of main structure.

and,

- b) for lots; 482 thru 489; and 530 thru 616 – 1,200 square feet for a one story dwelling nor less than 750 square feet on the first floor for a dwelling of more than one story. In any event, the total square footage shall not be less than 1,200 square feet of main structure.

Any deviations from the above must be approved by the Architectural Control Committee.

A-4 Building Location. No building shall be located on any lot nearer than 25 feet to the front line or nearer than 5 feet to any side street line. No building (except detached carports, detached garages or other outbuildings located 40 feet or more from the front lot line) shall be located nearer to the side lot line than 5 feet, except that roof overhangs (including gutters) may extend within 3 ½ feet of the side property line. The foregoing side line restrictions shall not apply to a detached carport or a detached garage or other such outbuildings located 40 feet or more from the front lot line. Such detached carports, detached garages or other outbuildings located 40 feet or more from the front lot line shall not be located nearer than 5 feet to any interior lot line (including side lot lines and rear lot lines) except that the roof overhang or projection (including gutters) on such detached carports, detached garages or other outbuildings so located shall not be within 3 feet of any interior lot line (including side lot line or rear lot line).

A-5 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, new servitudes or as may be required for standard installations.

A-6 Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

A-7 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuildings shall be used on any time as a residence, either temporarily or permanently.

A-8 Signs. No sign of any kind shall be displayed to the public view on any lot, except on sign of not more than five (5) square feet, advertising the property for sale or rent. Signs used by a builder to advertise the property during construction and sales period are exceptions to this covenant.

A-9 Oil Operations. Said property may be validly leased for mineral exploration and development, but no drilling rigs or other equipment utilized in drilling a well or wells in search of oil, gas and other minerals may be located on any of the said lots.

A-10 Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are kept for household purposes.

A-11 Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

A-12 Sight Distance at Intersections. No fence shall be erected on said lot beyond the front building set back line of that lot, nor nearer any side street than fifteen (15) feet from the side property line.

A-13 Conflict with Other Regulations. Nothing in these Residential Area Covenants shall be construed to minimize or lessen or reduce the minimum requirements of the City Planning Commission or Division or Regulatory Inspections of the City of Slidell, but rather, in any case of conflict between these regulations and/or requirements, the greater or more stringent shall take precedence or govern.

Part B. – Architectural Control Committee

B-1 The Architectural Control Committee is composed of Frank H. Meredith, M.B. Tuttle and William M Nagel, Jr. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. At any time after 90% of the lots in said subdivision have been sold to individual purchasers, the then record owners of the majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee, or restore to it any of its powers and duties.

B-2 Procedure. The committee's approval or disapproval shall be in writing in the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the slab of foundations, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Part C. – General Provisions

C-1 Term. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instruments signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

C-2 Enforcement. Enforcement shall be by processing at law or in equity to restrain violation or to recover damages.

C-3 Severability. Invalidation of any one of these covenants shall in no way effect any of the other provisions which shall remain in full force and effect.

Dated: September 1, 1975

Filed for record: September 10, 1975