

BUILDING AND OWNERSHIP RESTRICTIONS

UNITED STATES OF AMERICA

OF NORTH SHORE BEACH SUBDIVISION

STATE OF LOUISIANA

ADDITION # 1, PHASE #1, #2, and #3

PARISH OF ST. TAMMANY

BE IT KNOWN, That on this 1st day of December, in the year of Our Lord, one thousand nine hundred and sixty-six,

BEFORE ME, S.W. Provensal, a Notary Public, duly commissioned and qualified, in and for the Parish of St. Tammany, State of Louisiana, therein residing and in the presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED: NORTH SHORE BEACH SUBDIVISION, INC., a Louisiana corporation domiciled in the Parish of St. Tammany, State of Louisiana, represented herein by A.E. Carr, Jr., its duly authorized President, who declared that North Shore Beach Subdivision, Inc., is the owner and developer of the subdivision known as North Shore Beach Subdivision, Addition #1, Phase #1 and #2, containing lots numbered 1 through 107, lying and being situated in Section 30 and Section 31, Township 9 South, Range 14 East, 9th Ward, St. Tammany Parish, Louisiana, a map of which is on file in the Plat Book of the Clerk of Court for St. Tammany Parish, and that said corporation intends to sell said lots and building sites therein, subject to certain building protective restrictions, conditions, limitations, reservations, and covenants to insure the most beneficial development of said Addition #1, Phase #1 and #2, and to prevent any use thereof as might tend to diminish the valuable or pleasurable enjoyment thereof, now, therefore, the said corporation hereby declares that said restrictions are hereby imposed on said above described property and are as follows, to-wit:

1. No building shall be erected, altered, placed or permitted to remain on any lots other than one detached single family dwelling and a private garage, car port or boat port.

2. No building or structure shall be erected on the hereinabove described property closer than fifteen feet (15') from and parallel to the front property line, except Lots 83 and 85; and no building shall be located nearer than five feet (5') to an interior lot line and no building shall extend more than twenty-five feet (25') into the bayou which is considered the rear lot line, except Lot 84 which is twelve feet (12') and which is the rear lot line. There must be a roof overhang (eaves) of at least two feet on all buildings constructed in said Addition #1, Phase #1 and #2.

3. Neither the purchaser nor his successors or assigns shall ever use or permit to be used any house or houses erected or to be erected on said property hereinabove described either directly or indirectly, for trade or business of any form or for any purpose other than that of a private residence.

4. No dwelling shall be erected on any lot at a cost of less than \$3,500.00. The floor area of the main structure, exclusive of open porches, garages, car ports and boat ports shall be not less than 625 square feet, each floor level.

5. No dwelling shall be erected on any plot of less than one lot, as shown on the subdivision plan of J.V. Burkes, C.E., dated October 25, 1965, approved by the Police Jury for the Parish of St. Tammany, Louisiana on November 16, 1966, Survey No. 4843, which plan of subdivision is on record in the office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana.

6. No construction of any building shall be started until the plans and specifications for said construction shall have been approved by either A.E. Carr, Jr., or Onesime Faciane, or some one authorized in writing to act for either of them in this connection.

7. No structure of a temporary character, trailer, tent, shack, garage, barn, or other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently.

8. Upon the construction of any residence, the owner thereof shall install a septic tank conforming to the requirements of the Louisiana State Board of Health and shall cause all sewerage and waste to be disposed of therein pursuant to the requirements of the Louisiana State Board of Health.

9. All electric entrances shall be located on the side of the house facing Evella Drive and such service entrances shall be not more than 6 feet from the ground and shall be located closest to the nearest electric service pole.

10. No building in North Shore Beach Addition #1, Phase #1 and #2, shall be lower than 7 feet from the floor line to mean Gulf Level. All houses must be constructed on piling or equivalent that extend into the ground a minimum of 10 feet. Types of construction permissible in this subdivision are those that prevail and are permissible in the other sections of North Shore Beach Subdivision, with the one exception that no buildings are to be constructed of corrugated sheet metal.

11. In the event any of the above and foregoing conditions and restrictions conflict with any of the provisions of the St. Tammany Parish Building Code, or any ordinance or ordinances governing subdivisions or the building of residences, either in force at the present time or to be hereinafter enacted, then, and in that event, the provisions of said Building Code, and/or ordinance, or ordinances above mentioned shall govern, and these conditions and restrictions will automatically become amended to agree with and conform to said Building Code and ordinance or ordinances.

12. 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.

13. No garbage, trash or refuse of any kind is to be dumped in the Bayou, Canal or in Lake Pontchartrain. No garbage cans or trash piles are to be exposed on the lot, or road right-of-way in front of any residence. A receptacle may be installed either above or below the ground and shall be covered.

14. No live stock or domesticated farm animals shall be kept or allowed in or about the premises of any property or lot of this subdivision.

15. All minerals and mineral rights, in, on or under the property hereby subdivided, as well as those in, on or under the property on which servitudes or rights are granted or reserved shall be excepted from the sale of any property located in the subdivision and are hereby specifically reserved to North Shore Beach Subdivision, Inc.

16. All trees and shrubs planted on the streets of this subdivision at each lot corner, are the property of North Shore Beach Subdivision and shall not be removed or damaged.

17. 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 years from the date these covenants are recorded.

18. Invalidation of any of these covenants by judgment of court order shall in no wise affect any of the other provisions which remain in full force and effect.

THUS DONE AND PASSED in my office in Slidell, Louisiana on the day, month and year herein first above written, in the presence of Ursula Provensal and Sara M. Smith competent witnesses, who hereunto sign their names with the appearer and me, Notary, after reading of the whole.

WITNESSES:

Ursula Provensal  
Ursula Provensal

Sara M. Smith  
Sara M. Smith

North Shore Beach Subd. Inc.  
North Shore Beach Subd. Inc.

By: A. E. Carr, Jr.  
A. E. Carr, Jr., Pres

S. W. Provensal  
S. W. Provensal, Notary Public