

BUILDING RESTRICTIONS
FOR
LIVE OAK LANDING

STATE OF LOUISIANA
PARISH OF LIVINGSTON

BE IT KNOWN, that on this ____ day of _____, 2005, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY, organized and existing under the laws of the State of Washington, whose permanent mailing address is 1412 Eatonton Highway, Suite 700, Madison, Georgia 30650;

who declared the appearer is the Owner and Developer of the following property, to wit:

FORTY-ONE (41) CERTAIN lots or parcels of land, together with all buildings and improvements thereon, situated in that Subdivision in the Parish of Livingston being known and designated as Live Oak Landing, First Filing, said subdivision being located in Section 11, T5S-R3E, Greensburg Land District being designated as Lot numbers 1, 2, 3, 4, 5, 6, 7, 8, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 98, 99, 100, 101, 102, 103, as all is more fully shown on the Final Plat of Live Oak Landing First Filing, located in Section 11, T5S-R3E, Greensburg Land District, Livingston Parish, Louisiana for Weyerhaeuser Real Estate Development Company made and prepared by McLin and Associates, Inc. dated August 12, 2004.

Appearer declares that there are hereby established the following building restrictions affecting all of the hereinabove described lots, which said building restrictions shall run with the land and be in favor of each and all said lots, and binding upon the purchasers, owners, and occupants of all such lots. Said restrictions being enumerated as follows:

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 stories in height, together with the usual and customary outbuildings. Garages shall not be constructed to house more than three cars. No lot shall be used for duplex housing, apartment houses or commercial purposes of any nature.

LOT GRADING

All lots shall be graded such that the storm drainage runoff conforms to the approved drainage layout of the subdivision construction plan, unless otherwise approved by the Livingston Parish Public Works Director. The contours shown on the drainage layout are those existing prior to subdivision construction and all construction projects shall be preceded by proper site investigation prior to design.

ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and specifications and the plans showing the location of the structure(s) 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 topography and finished grade elevation.

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line, unless similarly approved. No fence shall be installed between the front property line and the building setback line. No fence shall be erected, placed or altered on any lot beyond the midpoint of the house, nor any closer than the edge of the carport or garage when on a corner lot, regardless of setback lines provided herein. Fences on lots having frontage on lakes, i.e. lots bordered on any property line by any of the common properties which includes a lake, shall be constructed in such a manner as to preserve the lake view from any other lots. All fences must be constructed of wood, vinyl, brick or iron. No chain link or wire fences shall be permitted, except as a separate enclosure inside a perimeter fence which is in compliance with this section. The maximum height for all fences is 6 feet.

BUILDING CONSTRUCTION

No building or structure shall be constructed using asbestos siding, imitation brick or imitation stone on the exterior. Brick shall be the primary exterior for all houses. All other material on the exterior, including but not limited to trim, soffit and fascia, must be approved by the Architectural Control Committee. No building shall be occupied or used as a dwelling before the exterior has been finished. Construction period of any one home must be limited to twelve months from the commencement of construction until ready for occupancy. Sod and landscaping of the front and side yards must be done at completion of construction. Architectural shingles must be used on the home. No building shall have a metal or tin roof. Roof pitch is a minimum of 8 on 12.

DWELLING SIZE

For single story residences, the finished living area of the main structure, which is defined as that area covered by the central heating and/or air conditioning system of said structure, and exclusive of carports, open porches, and garages, shall not be less than one thousand six hundred (1600) square feet. For one and one-half story and two story residences, the ground floor shall not be less than one thousand two hundred (1200) square feet finished living area.

BUILDING LOCATION

Building setback lines from all streets are as set forth on the official plat of this subdivision. In addition, no building shall be constructed or placed nearer than five (5') feet to any side line of any lot unless approval has been received from the Architectural Control Committee. The Architectural Control Committee, in its sole discretion shall approve or disapprove proposed construction according to its policy of maintaining a minimum of five (5') feet variance on front lines of adjacent houses, and the committee may require such a variance. The committee shall have the authority to vary the front and side building requirements in cases where the committee finds topographical features warrant such a variance and where such a variance would prevent the destruction of any one or more desirable trees; provided however, in one instance may the front or side building line requirements be less than required by the applicable zoning ordinance unless a waiver of this requirement is obtained.

GARAGES AND CARPORTS

Every residence shall have the equivalent of two-car garage or carport. If located on the front or side of the residence, an enclosed garage is required and each such garage shall be equipped with a garage door and an automatic garage door opener. If located at the rear of the residence, open carport construction is permissible, provided that a full finished wall is constructed facing the street. No open carports are to be facing a lake.

DRIVEWAYS

Every residence shall have a driveway constructed of finished concrete. Driveway must be at least eleven (11') feet in width.

OUTBUILDINGS

Usual and customary outbuildings may be maintained. Outbuildings which are visible from the street or lake or which exceed the height of the perimeter fence must be of permanent construction and must match the exterior finish of the residence. Outbuildings which are not visible from the street or lake and do not exceed the height of the perimeter fence may be constructed from such materials as are selected by the lot owner.

TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack garage, or barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any existing house be moved onto any lot covered by these restrictions.

SERVITUDES AND EASEMENTS

Servitudes and/or easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of this subdivision.

NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance in the neighborhood.

MAILBOXES

All mailboxes shall be of similar design and construction as designated and approved by the Architectural Control Committee.

SIGNS

No sign of any kind shall be displayed to the public view on any lot, except for one professional sign not more than five (5) square feet advertising the property for sale or rent, or a customary sign used by builder or real estate broker to advertise the property during the construction and sales period, provided however, this restriction shall not apply to the developer of the subdivision.

LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, provided, however that dogs, cats or other household pets are permitted, provided further that such permissible animals are not kept, bred or maintained for commercial purposes, or in such numbers or conditions as may be offensive to other property owners in the subdivision.

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities required by one household only, provided it is not visible from the street and is kept free from obnoxious odors and insects.

SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot. All residences must use the subdivision sewage system.

MISCELLANEOUS

Boat, vehicles, campers or trailers of any kind or parts, or appurtenances of any boats, vehicles, campers or trailers shall not be kept or stored or repaired on any lot except in the rear of the residence and shall not be visible from any street or lake. Notwithstanding the foregoing, such equipment shall not be kept or maintained on any lot in a manner that would detract from the appearance of the subdivision.

No inoperable cars, buses or similar vehicle will be permitted to be parked in the street or on the property. Each individual lot owner shall be responsible for the maintenance of all landscaping on his/her lot and for maintaining the lot residence and driveway in a clean and orderly fashion at all times, and the owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Lot owners shall keep their lot(s) mowed at all times and free from rubbish, trash, debris, and noxious weeds, in default of which the Architectural Control Committee may cause such work to be performed and may demand and sue for reimbursement for such costs and reasonable attorney fees.

ARCHITECTURAL CONTROL COMMITTEE

There is hereby designated an Architectural Control Committee for the subdivision. This Committee shall consist of at least two (2), but not more than five (5), persons and shall have exclusive jurisdiction over all original construction and any modifications on any portion of the Property. Until one hundred percent (100%) of the Property has been developed and conveyed to Owners other than the appearer or upon the appearer's written notice to the Association and Architectural Control Committee of its resignation therefrom, the appearer herewith retains the right to appoint all members of the Architectural Control Committee who shall serve at the appearer's discretion. There shall be no surrender of this right prior to such time except by written instrument in recordable form executed by the appearer. Upon the expiration of such right, the Board of the Association shall appoint the members of the Architectural Control Committee who shall thereafter serve and may be removed at the Homeowners Association's discretion.

HOMEOWNERS ASSOCIATION

The developer has deemed it desirable for the efficient preservation of the values and amenities in the subdivision to create a non-profit corporation for administering and enforcing the obligations and covenants contained in this document and the common areas as provided herein. The entity formed for these purposes shall be known as "Landing at Live Oak Homeowners Association, Inc." Each owner of a lot in the development, including the developer, shall be a member of the said corporation. The voting rights, powers and duties of the Association shall be as set forth in the Articles of Incorporation and any By-laws of the said Association.

ASSESSMENTS

The owner of each improved lot, upon which a house has been built, completed, and transferred to an owner who occupies the house as his/her residence, shall be assessed an Annual Assessment for membership in the Association, which shall be initially fixed at eighty and no/100 (\$80.00) Dollars per year. The assessment may be increased from time to time as provided in the By-laws. The assessment shall be effective upon the recording of this instrument. The assessment shall be collected in advance and prorated for the remainder of the current calendar year. Thereafter, the assessment shall become due and payable in advance on January 1 of each year.

In the event any such assessment is not paid when due, such assessment shall be deemed delinquent and the association shall be entitled to a privilege against the affected lot as provided by La. R.S. 9:1145, et seq. And if such assessment is not paid within 45 days of the due date, the association may file a notice of lien or other similar notice in the mortgage records of the Parish of Livingston, preserving the privilege created herewith, together with the costs of filing and reasonable attorney fees.

Any lots owned by the Developer shall be exempt from any assessments created hereby for as long as such lots are owned by said Developer.

COMMON PROPERTIES

“Common Properties”, as used herein, shall mean and refer to those areas of land not expressly dedicated to public use and not included in any lot offered for sale, including, but not limited to medians, sidewalks, detention pond, proposed parks, and other similar area.

It is the intention of the Developer, at such time as the Developer, in its sole discretion, deems appropriate, to transfer such ownership of such common properties to the Association, without warrant, but with full substitution and subrogation to all rights and actions in warranty the Developer may have, but reserving all mineral rights, at which time the said common properties shall be held by the Association for the benefit of the homeowners in this subdivision.

GENERAL PROVISIONS

These covenants shall 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 hereof, after which said time said covenants shall automatically be extended for successive periods of ten (10) years each, 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 in part. These covenants may be modified by agreement of all lot owners at any time.

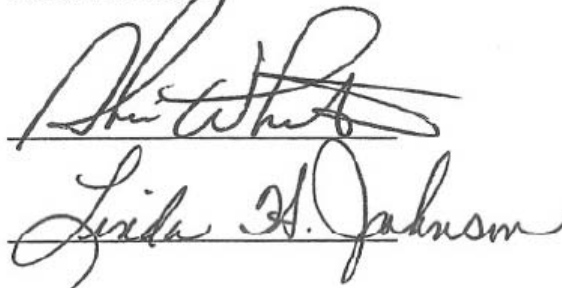
Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Any party cast in judgment at law or equity for violating or attempting to violate these covenants shall be liable for all court costs and reasonable attorney fees incurred in the legal proceedings to enforce these covenants.

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

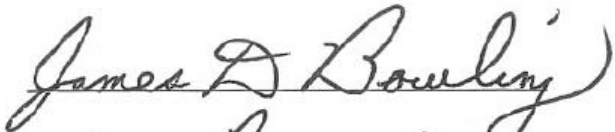
In the event of any dispute or controversy regarding the interpretation of these covenants, the decision of the Architectural Control Committee is final.

THUS DONE AND SIGNED, on the day, month and year first above written and in the presence of the undersigned, competent witnesses.

WITNESSES:


Linda H. Johnson

**WEYERHAEUSER REAL ESTATE
DEVELOPMENT COMPANY**


BY: Vice President