

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ORLEANS
RESTRICTIVE COVENANTS

BE IT KNOWN, that on this 11th day of March, in the year of Our Lord one thousand nine hundred and ninety three (1993);

BEFORE ME, Leite P. St. Amant, a Notary Public, duly commissioned and qualified in and for the Parish of St. Charles, State of Louisiana,

PERSONALLY CAME AND APPEARED:

MITCHELL HOMES, an Alabama general partnership, represented herein by its partners, Armay Development Corporation, a Delaware corporation, Marbit Incorporated, a Delaware corporation, Luco Development Incorporated, a Delaware corporation, and The Mitchell Company, an Alabama general partnership, represented herein by its partners, the three aforementioned corporations, each represented herein by Rodney Charles Rotenberry, Senior Vice-president of each corporation, duly authorized by virtue of resolutions of the boards of directors of said corporations, certified copies of which are hereto annexed; whose mailing address is 212 Terry Parkway, Gretna, Louisiana 70056;

who declared that it is the owner of the following described property, to-wit:

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as Ormond Country Club Estates Section 12, forming a portion of former Parcel 10-A-2, all located and measuring as per proposed plan of resubdivision made by J. J. Krebs and Sons, Inc., John F. Marshall, R.L.S., Job No. 491-0118, dated January 22, 1993, a copy of which is hereto annexed; and, according to said plan, said property is more particularly described as follows, to-wit:

Lots 40 through 55, inclusive, in Square F, which square is bounded by Longview Drive, Oakley Drive and Nottaway Drive, and said lots are located and measure as per the aforesaid proposed plan of resubdivision;

Lots 282 through 292, inclusive, in Square G, which square is bounded by Longview Drive, Nottaway Drive, Becky Lane and Parcel 10A-2A, and said lots are located and measure as per the aforesaid proposed plan of resubdivision;

Lots 72 through 75, inclusive, in Square H, which square is bounded by Nottaway Drive, Becky Lane, Parcel 10A-2-A, Parcel 10-B, and Hill Heights Country Club, and said lots are located and measure as per the aforesaid proposed plan of resubdivision;

In consideration of the many advantages to accrue, the aforesaid owner does by these presents hereby create and impose upon the above and foregoing property, the following restrictions, to-wit:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes, and specifically prohibited are any use of private homes, such as by professional persons, who operate dentists' offices, doctors' offices, nurseries, clinics or law offices. 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 two cars. Accessory buildings, such as carports, utility sheds, storage sheds, and greenhouses, etc., must be of substantially the same construction as that of the main dwelling.

2. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a building cost (exclusive of lot) of less than FORTY THOUSAND AND NO/100 (\$40,000.00) DOLLARS, based upon cost levels prevailing on the date 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 that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive

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of one-story open porches, storage rooms, garages and carports shall be not less than 1,600 square feet for a one story dwelling nor less than 1,300 square feet for a dwelling of more than one story. In no event, however, shall the combined square footage of a dwelling of more than one story be less than 1,600 square feet.

3. BUILDING LOCATION: The placement of all structures on all lots and the required setbacks shall comply with the regulations set forth in St. Charles Parish zoning ordinance.

4. PARKING OF RECREATIONAL VEHICLES: There shall be no permanent storage of any boats, trailers, recreational vehicles and/or motor homes in the driveways or in front of any residences in this said subdivision. All storage of said type of vehicles must be within carports, garages or in the rear of the residences located on any building site in said subdivision. No trucks, trailers, automobiles, or other commercial vehicles bearing advertisements are to be stored or parked on residential property or on streets, except when making deliveries. Passenger vehicles, owned by a resident, shall be stored on the residence grounds and not on the street.

5. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet, except that a dwelling may be erected or placed on irregular shaped lots, and the minimum area of same is to be as shown on the recorded plat, or a lot may be subject to the St. Charles Parish regulations in effect.

6. EASEMENT: Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat.

7. TEMPORARY STRUCTURES: No structures of a temporary character, trailer, basement, tent, shack, metal building, garage, barn or other outbuilding shall be used on any lot at any time, either temporarily or permanently. However, a builder may temporarily use a construction shack or trailer during the construction and sales period.

8. SIGNS: No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. MINERAL RESERVATIONS: The above and foregoing property is subject to all prior reservations and/or conveyances on oil, gas and other minerals and rights with respect thereto, all of which are excepted herefrom, it being the intention of Mitchell Homes to convey whatever right, title and interest in and to only such minerals as it may now own.

11. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

12. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and such refuse shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

13. SIGHT DISTANCE AT INTERSECTIONS: No fence, walls, hedge or shrub plantings, which obstruct sight lines at elevations between 2 1/2 and 10 feet above the roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. On corner lots, no fence shall be located nearer than the building setback line to the side street lot line; no fence shall be located closer than 20 feet as a minimum or nearer than the corner of the main house or detached garage, to the front property line on the street side of the lot.

14. NUISANCES: No noxious or offensive trade or activity shall be carried on or

maintained on any lot in said subdivision nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No structures, including fences, shall be erected so as to channel water on an adjacent lot. No outside clothes lines shall be permitted in the subdivision unless screened in such manner as to be invisible from adjacent lots or streets. Major maintenance of vehicles or equipment in front yards or driveways is not permitted nor shall any basketball goals be situated within the front setback line.

15. CONFLICT WITH OTHER REGULATIONS: Nothing in these residential area covenants shall be construed to minimize or lessen or reduce the minimum requirements of the Safety Department for the Parish of St. Charles or Planning Department of the Parish of St. Charles, but rather, in any case of conflict between these regulations and/or requirements, the greater or more stringent shall take place or govern.

16. ARCHITECTURAL CONTROL COMMITTEE AND PROCEDURE:

A. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback line. Approval shall be as hereinafter provided.

B. The Architectural Control Committee is composed of Rodney Charles Rotenberry, Joseph J. Campus III, and Vernell Linss. 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. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through duly recorded instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

C. Notwithstanding the preceding paragraph, if Mitchell Homes is the record owner of any lot or parcel of land located in Ormond Country Club Estates, Section 12, St. Charles Parish, Mitchell Homes shall have the exclusive right and privilege to appoint all members of the Architectural Control Committee, and said members shall serve at the pleasure of Mitchell Homes.

D. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representatives, 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 construction has been commenced prior to the completion thereof, approval will not be required and these covenants shall be deemed to have been fully complied with.

17. ELECTRICAL POWER SERVICES: Electric power for residential purposes shall be furnished by single phase underground service.

18. TERMS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, unless an instrument signed by the then owners of 51% of the total lots affected by these restrictions has been recorded, agreeing to change said covenants in whole or in part, for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. These covenants may not be amended by Mitchell Homes, as a majority land owner and/or developer of the affected property, for a period of fifteen (15) years from the recordation of these covenants.

19. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant. Said action may include an action to restrain violation of the covenant, an action to recover damages, an action to declare the respective rights of the litigants, or any other action allowed at law or in equity. Additionally, the Ormond Civil Association, or any other validly constituted civil association which has as an objective the preservation and enforcement of restrictive covenants in the affected area covered by these covenants, shall have the right, privilege and standing in any court of law or equity to uphold, monitor or otherwise enforce these restrictive covenants.

20. SEVERABILITY: Invalidation of any one 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.

THUS DONE AND SIGNED, in duplicate original, in my office in the Parish and State aforesaid, on the day and date first hereinabove written, in the presence of the undersigned

competent witnesses, who hereunder sign their names, together with the said appearer and me, Notary, after due reading of the whole.

WITNESSES:

Gene Bailey
Robbance

MITCHELL HOMES, an Alabama general partnership

BY: ARMAV DEVELOPMENT CORPORATION, MARBIT INCORPORATED, and LUCO DEVELOPMENT INCORPORATED, Partners

By: *Rodney Charles Rotenberry*
Rodney Charles Rotenberry, Senior Vice President

BY: THE MITCHELL COMPANY, Partner, BY: ARMAV DEVELOPMENT CORPORATION, MARBIT INCORPORATED, and LUCO DEVELOPMENT INCORPORATED, Partners

By: *Rodney Charles Rotenberry*
Rodney Charles Rotenberry, Senior Vice President

Leita P. G. Grant
NOTARY PUBLIC

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SERIALIZED FILED
APR 11 1992
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Compliance
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March 9th 1992
D.G. Clark