

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 21st day of April, in the year one thousand nine hundred ninety-seven (1997);

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Orleans, State of Louisiana,

PERSONALLY CAME AND APPEARED:

THE MITCHELL COMPANY, INC., an Alabama corporation duly authorized to do business in the State of Louisiana, appearing herein through Frank M. Gammon, Senior Vice-President, duly authorized by virtue of a resolution of the Board of Directors of said corporation, annexed hereto.

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

THOSE CERTAIN LOTS OF GROUND OR PORTIONS OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in Section 3, T 12 S, R 8 E, Section 14, T 13 S, R 8 E, and Section 14, T 12 S, R 8 E, ORMOND COUNTRY CLUB ESTATES, SECTION 12, St. Charles Parish, Louisiana, forming a portion of former Parcel 10A-2-A and Parcel 10A-1, all located and measuring as per preliminary plan of resubdivision made by J. J. Krebs & Sons, Inc., Job No. 926605, dated November 13, 1992, and the final PLAT of Krebs, LaSalle, LeMieux Consultants, Inc. dated September 9, 1996, Job No. 495-0042, copies of which are annexed hereto and according to said plans, said properties are more particularly described as follows, to-wit:

LOTS 60 THROUGH 64, INCLUSIVE, IN SQUARE H, which square is bounded by Nottaway Drive, Becky Lane, Hill Heights Country Club and Parcel 10B and said lots are located and measure as per the aforesaid proposed plan of resubdivision; and

LOTS 213 THROUGH 223, INCLUSIVE, IN SQUARE C, which square is bounded by Nottaway Drive, Longview Drive, Oakley Drive and Arlington Drive, and said lots are located and measure as per the aforesaid proposed plan of resubdivision;

LOTS 225 THROUGH 237, INCLUSIVE, IN SQUARE B, which square is bounded by Nottaway Drive, Longview Drive, Madewood Drive and Arlington Drive, and said lots are located and measure as per the aforesaid proposed plan of resubdivision;

PARCELS 11A AND 11B, which parcels consist of the following preliminarily approved lots in accordance with the preliminary plan of resubdivision set forth above, designated as LOTS 110 THROUGH 141, INCLUSIVE, IN SQUARE A, LOTS 238 THROUGH 267, INCLUSIVE, IN SQUARE B, AND LOTS 206 THROUGH 212, INCLUSIVE, IN SQUARE C.

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

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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. Notwithstanding the above, Appearer or any builder (builder is hereby defined as an owner of a lot who constructs a home for resale to a third party) may maintain a model home in the subdivision and operate a sales office from said model so long as Appearer or builder owns any lots effected by these restrictions.

**2. DWELLING COST, QUALITY AND SIZE:** No dwelling shall be permitted on any lot unless said dwelling contains a minimum of 1600 square feet, exclusive of any open porches, storage rooms, garages (whether connected or detached), and carports.

**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 50 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 an 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 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 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 in oil, gas and other minerals and rights with respect thereof, all of which are excepted herefrom, it being the intention of The Mitchell Company, Inc. 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:** Not 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:** The sight lines for all fences and walls constructed, and all plantings, hedges or shrubs, shall be in compliance and in conformity with the St. Charles Parish Zoning Ordinances. Similarly, all sight lines relative to the intersection of street property lines and the edge of a driveway or alley pavement shall be in conformity and compliance with the St. Charles Parish Zoning Ordinances. On corner lots, no fence shall be located nearer the building setback line on the side street line; nor shall any fence 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 said corner lots. As to interior lots, the fence may be located on the property line.

**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 other than the minimum setback line. Approval shall be as hereinafter provided.

B. The Architectural Control Committee shall initially be composed of Frank M. Gammon, F.C. Celestin, and George Peirce, III. 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. The Mitchell Company, Inc. 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 The Mitchell Company, Inc. until such time as The Mitchell Company, Inc. has received \$725,000.00 from Michelle Homes, Inc. towards the acquisition of the property described herein at which time Michelle Homes, Inc. shall be entitled to place one more person on the Architectural Control Committee and The Mitchell Company, Inc. will have one of its members resign contemporaneously with Michelle Homes, Inc.'s appointment of a second member.

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

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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 75% of the total lots affected by these restrictions has been recorded, agreeing to change said covenants in whole or in part. Further, these covenants are to run with the land and shall be binding on all parties and persons claiming under them 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.

**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 have hereunto subscribed their names with the said appearers, and me, Notary, after due reading of the whole.

WITNESSES:

THE MITCHELL COMPANY, INC.

*Velenia Long*  
\_\_\_\_\_

BY: *[Signature]*  
FRANK M. GAMMON  
SENIOR VICE PRESIDENT

*Deborah J. Pigen*  
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*[Signature]*  
RANDY OPOTOWSKY, NOTARY PUBLIC

FILE FOR RECORD  
CLERK OF COURT  
ST. CHARLES PARISH, LA  
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RECORDED IN *[illegible]*  
BOOK 501 - FOL 10231  
*Frank M. Gammon*  
*Ag. Clerk*

RESOLUTION

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EXCERPT OF MINUTES OF A SPECIAL MEETING OF THE BOARD  
OF DIRECTORS OF THE MITCHELL COMPANY, INC.

A special meeting of the Board of Directors of The Mitchell Company, Inc., was held on April 18, 1997, at its office in Mobile, Alabama. A quorum was present, and upon motion duly made, seconded and unanimously passed, the following resolutions were adopted:

**RESOLVED:** That **FRANK GAMMON, SENIOR VICE PRESIDENT** be and he is hereby authorized for and on behalf of this Corporation to execute an Declaration of Covenants, Conditions and Restrictions, to contain such terms and conditions as he in his discretion may deem to be fit and proper, effecting all or any part of the following described property:

**ALL THAT CERTAIN PARCEL OF GROUND**, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in Sections 14 and 15, T 12 S, R 8 E, and Sections 3 and 4, T 13 S, R 8 E, **ORMOND COUNTRY CLUB ESTATES, SECTION 12**, St. Charles Parish, Louisiana, being a **PORTION OF PARCEL 10A-2-A, Parcel 10A-1 Parcel 11A and Parcel 11B**, affecting the following lots:

Lots 60 through 64, inclusive, Square H;

Lots 213 through 223, inclusive, Square C;

Lots 225 through 237, inclusive, Square B;

Parcels 11A and 11B, consisting of the following preliminarily approved lots:

Lots 110 through 141, inclusive, Square A;

Lots 238 through 267, inclusive, Square B; and


Lots 206 through 212, inclusive, Square C

**RESOLVED, FURTHER:** That the said Frank Gammon, Senior Vice President be and he is hereby authorized to appear before any notary public to execute any and all documents for and on behalf of this Corporation in connection with said Declaration of Covenants, Conditions and Restrictions and any other documents he deems necessary to carry out said purposes.

There being no further business, on motion duly made, seconded and unanimously carried, the meeting was adjourned.

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the minutes of meeting of the Board of Directors of this Corporation, as aforesaid.

  
Secretary