

STATE OF LOUISIANA
PARISH OF ST. CHARLES

RESTRICTIVE COVENANTS
ORMOND TRACE ESTATES
ST. CHARLES PARISH

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BE IT KNOWN, that on this 17th day of March,
in the year of Our Lord One Thousand Nine Hundred and Ninety-One
(1991);

BEFORE ME, ROBERT A. CHAISSON, a Notary Public, duly
commissioned and qualified in and for the Parish of St. Charles,
State of Louisiana, in the presence of the witnesses hereinafter
named and undersigned:

PERSONALLY CAME AND APPEARED:

ORMOND TRACE PARTNERS, a Louisiana Partnership
organized pursuant to Articles of Partnership executed
February 1, 1990, and filed for record with the
Secretary of State and the St. Charles Parish Clerk of
Court on February 1, 1990, and recorded at COB 420,
folio 260, Entry 148692; Ormond Trace Partners is
represented herein by its Managing Partner, Joel T.
Chaisson II, appearing herein pursuant to authority
granted him in the aforementioned Articles of
Partnership and pursuant to a Partnership Resolution of
all of the partners in Ormond Trace Partners, a copy of
which is attached hereto and made a part hereof and
labeled Exhibit "A";

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

ORMOND TRACE ESTATES, located in Section 11, T12S,
R8E, which is comprised of Lots 1-21, as shown on a
map of Murray & Associates, dated March 11, 1991, and
recorded on the _____ day of _____,
1991, in Book _____, folio _____, Entry _____, of the
records of St. Charles Parish, and Lot C, as shown on
a map of Murray & Associates, dated _____, 1991,
and recorded on the _____ day of _____,
1991, in Book _____, folio _____, Entry _____, of
the records of St. Charles Parish, State of Louisiana.

AND

A CERTAIN PORTION OF GROUND, together with all of 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, that part thereof known as ORMOND
COUNTRY CLUB ESTATES, being a resubdivision of a
portion of Ormond Plantation, Section 11, all in
accordance with a survey thereof by J. J. Krebs &
Sons, Inc., dated June 22, 1978, approved by Ordinance
#66-3-390, of the St. Charles Parish Police Jury,
registered in COB 211, folio 595, St. Charles Parish,
Louisiana, and designated as follows:

LOT 1402, Square 28 which is bounded by Villere Drive,

LP&L Right of Way, and the Western Drainage Servitude.

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And the said persons do by these presents hereby create and impose on said property, the following restrictions, to-wit:

1.) LAND USE AND BUILDING TYPE: No lot shall be used except for single family residential purposes and these covenants specifically prohibit any use of private homes, such as by professional men for the operation of dentist's offices, doctor's offices, nurseries, clinics, law offices, or any other business activity. No home occupation permit shall be allowed. 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 (2 1/2) stories in height and a private garage for not more than four (4) cars. There shall be no dormer windows facing Villere Drive on any story above the second story of any dwelling located on Lots 1-10. Accessory buildings, such as carports, utility sheds, storage sheds, and green houses, etc., must be of substantially the same construction as that of the main dwelling and must be approved by the Architectural Control Committee.

2.) DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted at a cost of less than \$120,000.00, excluding cost of lot, based upon cost level prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to ensure 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 a minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of attics, open porches and garages, shall not be less than 3,000 square feet for a one story dwelling, nor less than 1,600 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 3,000 square feet exclusive of attics, open porches and garages. This covenant shall not apply to Lot 1402; the minimum square footage for said lot shall be 2,600 square feet.

3.) BUILDING LOCATION: No building shall be located on any lot nearer than 25 feet to the front lot line on Lots 1-7 and 14-21. No building shall be located on any lot nearer than 20 feet to the front lot line on Lots 8-10 and 11-13. No building shall be located nearer than 12 feet to an interior lot line, except that a 5 foot side yard shall be required for a garage or other permitted detached accessory building located in the rear one-half (1/2) of any lot. No dwelling or accessory building shall be located on any interior lot nearer than 20 feet to the rear lot line on Lots 1-7 and 14-21 without the express written permission of the Architectural Control Committee. No dwelling or accessory building shall be located on any interior lot nearer than 15 feet to the rear lot line on Lots 8-10 and 14-21 without the express written permission of the Architectural Control Committee. For the purposes of this covenant eaves and steps shall not be considered as part of a building, provided, however,

that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Carports, utility rooms and open porches shall be considered part of the building for purposes of this covenant. This covenant shall not apply to Lot 1402; setbacks on Lot 1402 shall be 20 feet to the front lot line on Villere Drive, 8 feet to the side lot lines along Lot 1401 and Ormond Trace Drive, and 10 feet to the rear lot line along the Villere levee.

NO residence shall be built on less than one (1) lot as shown on map of ORMOND TRACE, attached to Ordinance _____, recorded in COB _____, folio _____, St. Charles Parish, Louisiana, except, however, that when any purchaser wishes to buy more than one site in order to erect a larger permitted residential building, this may be done provided that said lots or fractional lots are treated as one and the restrictions applying to a single lot are adhered to and no resubdivision of lots shall be done which would leave remaining a lot of an area or width below the average standard, as indicated on the aforementioned map of ORMOND TRACE, and there is no violation of Paragraph No. 4 following hereafter.

Bay or dormer and other projecting windows, stairways, landings or other structural parts shall not project beyond the front and side building lines.

Cornices, spouting, chimneys, brackets, pilasters, grill work, trellises, and other similar projections and any projections for purely ornamental purposes may project beyond the front and side building lines, however, not exceeding two (2') feet.

4.) LOT AREA AND WIDTH: No building shall be erected or placed on any lot having a width of less than 95 feet along the minimum building setback lines. No dwelling shall be erected or placed on any lot having an area of less than the number of square feet originally existing in that lot upon initial resubdivision. This covenant does not apply to Lot 1402, except that the number of square feet existing in Lot 1402 at this resubdivision shall not thereafter be decreased.

5.) VEHICLES: 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 ground and not on the street. No campers, recreational vehicles, or boats shall be parked between the street and the front of any residence (the "front of the residence" being defined as the area of the lot between the street and a line drawn parallel to the front of the home to the side boundary of the lot).

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 an annoyance or nuisance to the neighborhood.

7.) TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, tool shed, barn or other building shall be used on any lot at any time.

8.) SIGNS: No signs of any kind shall be displayed to the public view on any lot except one 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 construction and sales period of not more than 4 feet by 8 feet. (4)

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. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10.) LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot for commercial purposes. Dogs, cats, and other pets may be kept provided that they are not kept, bred, or maintained in a manner that would constitute an annoyance or nuisance to the neighborhood.

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 the storage or disposal of such material shall be kept in a clean and sanitary condition.

12.) WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of appropriate parish or municipal authorities. Approval of such system as installed shall be obtained from such authority.

13.) SEWAGE DISPOSE: No individual sewage-disposal system shall be permitted on any lot unless such system is designated, located and constructed and equipped in accordance with the requirements, standards and recommendations of appropriate parish or municipal authorities. Approval of such system as installed shall be obtained from such authority.

14.) TERM: 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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the then owners of 75% of the total land affected by the restrictions has been recorded, agreeing to change said covenants in whole or in part; furthermore, no proposed change in said covenants shall become effective without the concurrence of not less than 75% of the then owners of Lots 1403 through 1416, Square 36, and Lots 1417 through 1421, Square 28, Section 11, Ormond Country Club Estates, after said owners are provided 30 days written notice. Furthermore, 30 days written notice shall be provided to Ormond Country Club and the Ormond Civic Association. These covenants cannot be modified or amended prior to the aforementioned 25 years unless an instrument signed by the then owners of 90% of the total land affected by these restrictions has been

recorded, agreeing to modify or amend said covenants in whole or in part; furthermore, no proposed change in said covenants shall become affective without the concurrence of not less than 75% of the then owners of Lots 1403 through 1416, Square 36, and Lots 1417 through 1421, Square 28, Section 11, Ormond Country Club Estates, after said owners are provided 30 days written notice. Furthermore, written notice shall be provided to Ormond Country Club and the Ormond Civic Association. (5)

15.) ENFORCEMENT: Enforcement 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. The subscribers hereto expressly recognize that the restrictions herein created are for the benefit of the land herein described and of Lots 1403 through 1421 inclusively and individually. Each owner of record of each lot in Ormond Trace Estates and each owner of Lots 1403 through 1416, Square 36, and Lots 1417 through 1421, Square 28, Section 11, Ormond Country Club Estates, and also the Ormond Civic Association, shall have standing to bring action to enforce these covenants, it being expressly understood and agreed that each shall have the power and right to enforce or take any other action as described above in this covenant on enforcement.

16.) ARCHITECTURAL CONTROL COMMITTEE: All plans for residences to be built on the herein described property must be first submitted to each member of Architectural Control Committee or ORMOND TRACE PARTNERS for approval prior to the beginning of construction. The Architectural Control Committee shall be comprised of Joel T. Chaisson II, Paul J. Murray, III, and the president of the Ormond Civic Association (or the president of the Ormond Country Club if the Ormond Civic Association ceases to exist) or said parties' designated representative. None of the members of said Committee shall be entitled to any compensation for services performed pursuant to this covenant. Approval or disapproval as required in these covenants shall be in writing. In the event the Committee or Ormond Trace Partners fails to approve or disapprove within 30 days after plans and specifications have been submitted to each of its members or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this covenant as to approval of the Architectural Control Committee shall be deemed to have been fully complied with.

17.) 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.

18.) SWIMMING POOLS: Swimming pools, if and when erected, are to be approved by the Architectural Control Committee, be of substantial and neat construction, and will only be permitted provided they are entirely surrounded by a fence not less than 72 inches in height and shall conform to all fence requirements contained herein. No part of the completed installation shall be built closer than ten (10') feet to either side property line, closer than forty (40') feet to the front property line, or closer

than ten (10') feet to the rear property line. The finished top-side or surface deck, shall not be constructed higher than two (2') feet above the established site grade of the residence. Equipment such as diving boards, etc., shall not be higher than the surrounding fence. (6)

19.) FENCES: There shall be no front yard fences nor side yard fences erected between the front building line and the front property line built of chain link, cedar, solid brick, wood, or any other material which limits visibility. Side rear fences, when erected between the rear property line and rear building line and rear yard fences, shall be of neat and substantial construction, but a front yard fence may be constructed of ornamental iron or any other material which will enhance the aesthetics of the neighborhood. Front yard fences must not limit visibility across the front of the lot. The Architectural Control Committee may approve fences not in conformity with this covenant.

Plans showing locations and details of all fences must be submitted first for approval to the Architectural Control Committee before they are erected.

20.) ELECTRIC POWER: All electric power services shall be placed underground from the property line to the building. Electric power for residential purposes shall be furnished by single phase service. Payment for that portion of the cost of underground electric distribution facilities that is in excess of the cost of overhead electric distribution facilities, the cost of street lighting where applicable, and the furnishing of electric power shall be borne by the customer receiving such service in accordance with applicable rate schedules and riders on file with the Louisiana Public Service Commission.

21.) SITE GRADE, SLAB ELEVATIONS, RELATED MATTERS: No lot may be filled to a finished site grade of more than 12 inches above the center line of the street for that portion of the property within 10 feet of each property line, 18 inches above the center line of the street for that portion of the property within 10 to 20 feet of each property line, regardless of slab elevation. Minimum slab elevation shall be determined by flood zone minimum requirements. A 10 foot zone around each side of the residence shall be excepted from the maximum site grade elevation in order to allow the landowner to make the transition from slab elevation to maximum site grade elevation; furthermore, if the 10 foot zone is not enough area to make the necessary slope or transition from slab elevation to maximum site grade elevation, a chain wall, lowered brick ledge, or similar construction shall be employed to make the necessary transition.

Plans showing locations and details of all site grade, slab elevations, etc., shall be submitted first for approval to the Architectural Control Committee before they are erected.

23.) STREETS: No street, public or private, shall be allowed to connect Ormond Trace Drive and Ormond Trace Drive shall remain a dead-end cul de sac street. There shall be no street, public or private, to be allowed to connect to Ormond Trace Drive, and Ormond Trace Drive shall remain a dead end cul de sac street;

further, that there shall be no vehicular ingress or egress of any kind to Ormond Trace Drive from any property outside of Ormond Trace Estates (i.e., property other than Lot C and Lots 1-21) through any parcel of land within Ormond Trace Estates (i.e., Lot C and Lots 1-21).

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24.) HOMESITES: There shall never be more than twenty-three single family homesites in Ormond Trace Estates.

25.) RECORDATION: These covenants shall be recorded and effective concurrent with acceptance and final approval by the Parish of St. Charles of the plans for Ormond Trace Estates and prior to sale of any parcel of Ormond Trace Estates.

THUS DONE AND PASSED, in duplicate original, in my office in Destrehan, Louisiana, on the day, month, and year hereinabove first written, in the presence of the undersigned competent witnesses who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:

Dora S. Alario

JOEL T. CHAISSON II
ORMOND TRACE PARTNERS
BY: JOEL T. CHAISSON II
Managing Partner

Juan S. Cook

Robert A. Chaisson
ROBERT A. CHAISSON
Notary Public