

FILED FOR RECORD

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STATE OF LOUISIANA CLERK OF COURT  
PARISH OF JEFFERSON LA

RESTRICTIVE COVENANTS

LAKE TIMBERLANE ESTATES

PARISH OF ORLEANS

LOCATED: JEFFERSON PARISH

\* \* \* \* \*

BE IT KNOWN, That on this 25th day of June, in the year of our Lord, One Thousand Nine Hundred and eighty-one, 60200 \*\*\*16.00

BEFORE ME, MATTHEW F. BELIN, Notary Public, duly commissioned and qualified in and for the Parish of Orleans, State of Louisiana, in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

DORVIN LAND CORP., a Louisiana corporation domiciled in the Parish of Orleans, created by act before Matthew F. Belin, Notary Public, dated September 20, 1979, recorded in Charter Book 2334, folio 550, Orleans Parish, Louisiana, and in the office of the Secretary of State in record of Charter Book 327, office of the Secretary of State, represented herein by Edwin C. Dorvin, Jr., its President, duly authorized, who declared that it is the owner (referred to as Developer) of the hereinafter described property to-wit:

THOSE CERTAIN LOTS OF GROUND situated in the Parish of Jefferson, State of Louisiana, in that subdivision thereof known as LAKE TIMBERLANE ESTATES, Section 1, as shown on the resubdivision plan of J.J. Krebs & Sons, Inc., Surveyor, dated September 19, 1980, approved by Jefferson Parish Council, Ordinance 14581, adopted on December 17, 1980, recorded in COB 996, folio 813, said lots are designated as:

SECTION 1:

- Square 1 - Lots 1 through 13
- Square 2 - Lots 14 through 29
- Square 3 - Lots 30 through 53
- Square 4 - Lots 54 through 84
- Square 5 - Lots 85 through 152
- Square 6 - Lots 153 through 168
- Square 7 - Lots 169 through 224
- Square 8 - Lots 225 through 257
- Square 9 - Lots 258 through 283
- Square 10 - Lots 284 through 288
- Square 11 - Lots 289 through 329
- Square 12 - Lots 330 through 352
- Square 13 - Lots 353 through 375
- Square 14 - Lots 376 through 416
- Square 15 - Lots 417 through 464
- Square 16 - Lots 465 through 484
- Square 17 - Lots 485 through 504

504

Being a part of same property acquired by DORVIN LAND CORP. by conveyance from the liquidator of the shareholders of COULEE CORPORATION, by act before Matthew F. Belin, Notary Public, on February 6, 1981, recorded in COB 998, folio 518 of the records of Jefferson Parish, State of Louisiana.

Also, being a part of the same property acquired by DORVIN LAND CORP. by act before Matthew F. Belin, Notary Public, on February 13, 1981 in an Act of Exchange with WHITNEY NATIONAL BANK OF NEW ORLEANS as Trustee of HARVEY CANAL TRUST NO. 1, recorded in COB 998, folio 523 of the records of Jefferson Parish, State of Louisiana.

Also, being a part of same property acquired by DORVIN LAND CORP. by act before Matthew F. Belin, Notary Public, on April 27, 1981 in an Act of

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Exchange with THE HARVEY CANAL, LAND AND IMPROVEMENT COMPANY recorded in COB 1002, folio 757 in the records of Jefferson Parish, State of Louisiana.

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

- 1.) EXISTING SERVITUDES: The subdivision plats dedicated for use as such, subject to the limitations set forth herein, contain streets and servitudes shown thereon, and restrictions applicable to the Properties. All dedications, limitations, restrictions shown on the Subdivision Plat and all grants and dedications of servitudes and related rights heretofore made by Developer's predecessors in title affecting the Properties are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Developer conveying any part of the Properties.
- 2.) CHANGES AND ADDITIONS: Developer reserves the right to make changes in and additions to the above servitudes for the purpose of most efficiently and economically installing the improvements. Further, Developer reserves the right, without the necessity of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, servitudes for public utility purposes, (including, without limitation, gas, electricity, telephone and drainage) in favor of any person or entity furnishing or to furnish utility service to the Properties, along and on either or both sides of any side Lot line, which such servitudes shall have a maximum width of five (5') feet on each side of such side Lot line.
- 3.) INSTALLATION AND MAINTENANCE: There is hereby created a servitude upon, over and under all of the Properties for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including but not limited to, water, sewer, telephones, electricity, gas and appurtenances hereto. By virtue of this servitude, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across and under the Properties within the public utility servitude from time to time existing and from service lines situated within such servitudes to the point of service on or in any structure. Notwithstanding anything contained in this paragraph, no sewer lines, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Properties until approved by Developer. The utility companies furnishing service shall have the right to remove all trees or any other obstruction situated within the utility servitudes shown on the subdivision plot, and to trim overhanging trees and shrubs located on portions of the properties abutting.
- 4.) SURFACE AREAS: The surface of servitude areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Developer nor any supplier of any utility or service using any servitude area shall be liable to any Owner for any damage done by them, or to their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such servitude area.
- 5.) ARCHITECTURAL CONTROL COMMITTEE: All plans for residence to be built on the herein described property must be first submitted to the Architectural Control Committee of DORVIN LAND CORP. comprised of Arthur P. Raymond, III, and Edwin C. Dorvin, Jr., or two or more designees appointed by them from time to time without any liability or responsibility on the part of Arthur P. Raymond, III or Edwin C. Dorvin, Jr. or their designees, for approval prior to the beginning of construction. None of the members of said Committee shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee fails to approve or disapprove within 30 days after plans and specifications have been submitted to it 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.

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6.) TRANSFER OF AUTHORITY TO INDIVIDUAL LOT OWNERS: The duties, rights, powers and authority of the Architectural Control Committee constituted hereby shall be transferred to the record owners of Lots in Section 1, on (1) the date occurring three (3) years from the date of the first sale of a lot in Section 1 or on (2) such date as sixty (60%) percent (302 lots) of the total number of lots have been sold by said developer, whichever occurs first; in that event, the transfer of authority will be automatic to the individual lot owners and will take place immediately and it will be incumbent upon the lot owners of record to form an Architectural Control Committee. From and after the date of such transfer of authority, the individual Lot Owners other than Developer shall have the full right, authority and power, and shall be obligated, to perform the functions of the Architectural Control Committee as provided herein, including the right to designate a representative or representatives to act on their behalf.

7.) LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes and specifically prohibits any use of private homes, such as by professional men who operate dentist's offices, doctor's offices, nurseries, clinics or law offices, etc. No buildings 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 (2½) floors in height and a private garage for not more than three (3) cars. 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.

8.) 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.

9.) DWELLING COST, QUALITY AND SIZES: For the purpose of this covenant, the phrase floor area is defined to exclude garages, porches, or patios. It is the intention of this covenant to assure that all residential 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. No residential structure can be erected on any Lot in SECTION 1 without meeting the following criteria:

<u>LOT SIZE</u>	<u>MINIMUM FLOOR AREA</u>	<u>MINIMUM COST</u>
9000 sq. ft. & under	Total - 2300 sq. ft. Ground Floor	\$65,000.00
	Total - 2300 sq. ft. for 1½ or more floors. 1200 sq. ft. Ground Floor Minimum	
9001 sq. ft. and over	Total - 2500 sq. ft. Ground Floor	\$70,000.00
	Total - 2500 sq. ft. for 1½ or more floors. 1500 sq. ft. Ground Floor Minimum	

10.) BUILDING LOCATION: No building will be located nearer to any front, side or rear lot lines in SECTION 1 as it relates to the lot(s) in the chart below:

<u>LOT NUMBER</u>	<u>SQ. NO.</u>	<u>FRONT LOT LINE SET-BACK</u>	<u>SIDE STREET LINE SET-OFF</u>	<u>INTERIOR LOT LINE SET-OFF*</u>	<u>REAR LOT LINE SET BACK**</u>
1 - 13	1	25'	10'	7½'	20'
14 - 29	2	25'	10'	7½'	20'
30 - 53	3	25'	10'	7½'	20'
54 - 71	4	25'	10'	7½'	20'
72 - 84	4	30'	10'	10'	20'
85 - 136	5	30'	10'	10'	20'
137 - 140	5	25'	10'	7½'	20'
141 - 152	5	30'	10'	10'	20'
153 - 168	6	25'	10'	7½'	20'
169 - 224	7	30'	10'	10'	20'
225 - 242	8	30'	10'	10'	20'
243	8	30'	10'	7½'	20'
244 - 250	8	30'	10'	10'	20'

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251 - 257	8	30'	10'	7½'	20'
258 - 283	9	30'	10'	10'	20'
284 - 288	10	25'	10'	7½'	20'
289 - 329	11	25'	10'	7½'	20'
330 - 352	12	25'	10'	7½'	20'
353 - 375	13	25'	10'	7½'	20'
376 - 416	14	25'	10'	7½'	20'
417 - 437	15	30'	10'	10'	20'
438 - 440	15	25'	10'	7½'	20'
441 - 464	15	30'	10'	10'	20'
465 - 484	16	30'	10'	10'	20'
485 - 504	17	30'	10'	10'	20'

\*Exception: Detached garage or permitted accessory building may be located three (3') feet or more from any interior side lot line in rear one-half (½) of any lot.

\*\* No dwelling or accessory building shall be located on any interior lot nearer than the rear lot line set back without the express written permission of the Architectural Control Committee.

For the purpose of this covenant, eaves, steps, carports, utility rooms and open porches shall not be considered as part of a building, provided however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot, but in no case nearer than the designated set-back and or set offs described in Paragraph 10 above for the lot involved. On corner lots, Front Lot Line designation shall be at the discretion of the Architectural Control Committee. No residence shall be built on less than one (1) lot as shown on map of LAKE TIMBERLANE ESTATES, Section 1, Jefferson 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 or lots shall be an area or width below the average standard for said square as indicated on the aforementioned map of LAKE TIMBERLANE ESTATES, Section 1, and there is no violation of Paragraph 11 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, described in Paragraph 10 above. 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 described in Paragraph 10 above, however not to exceed two (2') feet beyond said building lines.

11.) LOT AREA AND WIDTH: No building shall be erected or placed on any shaped lot having an area of less than or width at the minimum building set-back line less than the following:

<u>AREA SQUARE FOOTAGE</u>	<u>MINIMUM WIDTH AT BUILDING SET-BACK LINE</u>
9400 sq. ft. and under	70 feet
9401 sq. ft. and over	80 feet

12.) VEHICLES: No trucks, trailers, automobiles bearing advertisements or other commercial vehicles shall be stored or parked on the streets except when making delivery. The parking of trailers, boats, vehicles, except passenger automobiles in operating order will not be allowed on the property unless inside enclosed garages or unless the same is not visible to other property or other roads and streets. Passenger vehicles and automobiles owned by a resident shall be stored or parked on the lot and not on the street.

13.) 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.

14.) 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

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signs used by builder to advertise the property during the construction and sales period.

15.) 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.

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

17.) 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.

18.) REMOVAL OF DIRT: The digging of dirt or the removal of any dirt from any lot is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

19.) 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.

20.) SEWERAGE DISPOSAL: No individual sewerage 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.

21.) SIGHT DISTANCE AT INTERSECTION: No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area placed by the street property lines and a line connecting them at points twenty-five 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 ten 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 intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines; provided, further, that 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 25 feet to the front property lines on the street side of the lot.

22.) TERMS: 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 of these covenants are recorded, after which time said covenants shall be automatically extended for successive period of 10 years unless an instrument signed by the owners of 51% of the total land affected by these restrictions has been recorded, agreeing to change said covenants in whole or in part.

These covenants cannot be modified or amended prior to the aforementioned 25 years unless an instrument signed by then owners of 75% of the total land affected by these restrictions has been recorded, agreeing to modify or amend said covenants in whole or in part.

23.) ENFORCEMENT: Any Lot Owner, at his own expense, shall have the right to enforce by proceeding 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. In the event court proceedings are required to

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determine any violation of any covenant, then in that event, the person or persons, if found guilty of violating or attempting to violate any covenant, will be responsible for payment of all court cost and attorney fees incurred in the enforcement of same. Failure of any Lot Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

24.) SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

25.) SWIMMING POOLS: Swimming pools, if and when erected, are to be approved by the Architectural Control Committee and must 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 ten (10') feet to the rear property line and not closer than the front property line as indicated in Paragraph No. 10 pertaining to lot involved in such construction.

26.) NO SIDEWALKS: In so far as the subdivision is concerned, the property owners are prohibited from putting in sidewalks.

27.) 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 materials which limit visibility. Side yard fences, when erected between the rear property line and the rear building line and rear yard fences shall be of a neat and substantial construction, but a front yard fence may be constructed of ornamental iron or any any other material which will enhance the aesthetics of the neighborhood. Front yard fences must not limit visibility across the front of the lot.

Golf course and front yard fences must have plans showing location and details submitted to and approved by the Architectural Control Committee prior to construction.

A decorative brick fence will be constructed by the Developer, at no initial cost to the Property Owner, along those lots which lines are adjacent to Manhattan Boulevard and Harvey Boulevard. Those lots affected are:

Lots 1 and 13	Square 1
Lots 14 through 29	Square 2
Lots 284 through 288	Square 10
Lots 330 through 352	Square 12
Lots 353 through 375	Square 13

Lots which lines are adjacent to Parcel AA, (Parcel AA, is more fully described by survey of J.J. Krebs and Sons, Inc., Civil Engineer, dated September 18, 1980, recorded in COB 996, folio 812, January 16, 1981 in Jefferson Parish, Louisiana) those lots affected are:

Lots 1 through 9	Square 1
A portion of lot 11	Square 1
Lots 12 and 13	Square 1

Lots 352 and 353 will have a 4'4" side yard fence along the side adjacent to Lake Tahoe Boulevard.

It is the responsibility of each affected lot owner to maintain the fence in good repair. Ingress and Egress will not be allowed through the fence.

28.) ELECTRIC POWER: All electric power services shall be placed underground from 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, 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 orders on file with the Louisiana Public Service Commission.

29.) DRAINAGE: Roof water drainage for dwelling and/or structures and/or accessory buildings will not be permitted to drain toward golf course. All lots should drain toward the front or street portion of lot.

30.) GRASS CUTTING: For the purpose of keeping the subdivision in an orderly condition, it is the responsibility of the owner of each vacant residential lot to maintain the grass in a respectable condition.

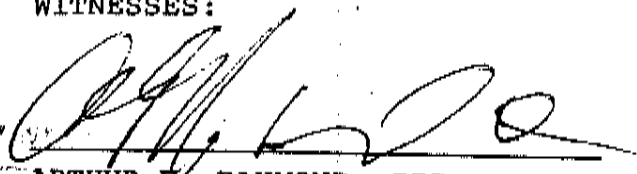
31.) NOTICES: Any notice required to be sent to any owner under the provisions of this agreement shall be deemed to have been properly sent when mailed postage paid, to that last known address of the person who appears as owner in the records of the Jefferson Parish Assessor's Office of Louisiana.

32.) RESUBDIVISION: That no resubdivision or change of designation of any lot or lots shall in any way change, modify or cancel these restrictive covenants.

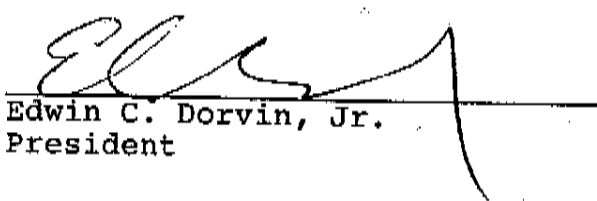
THUS DONE AND PASSED, in duplicate original in my office in New Orleans, Louisiana, on the day, month, and year hereinabove hereunto sign their names with the said appearer and me, Notary, after due reading of the whole.

WITNESSES:

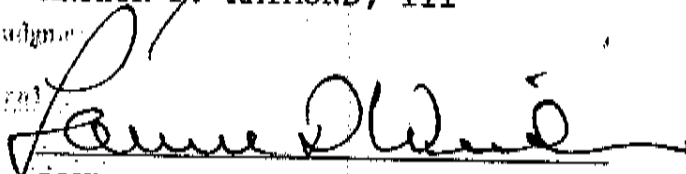
DORVIN LAND CORP.



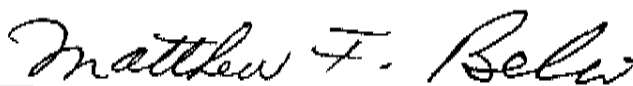
ARTHUR E. RAYMOND, III



Edwin C. Dorvin, Jr.  
President



LAWRENCE D. WIEDEMANN



NOTARY PUBLIC

STATE OF LOUISIANA,

Parish of Jefferson

I, the undersigned Deputy Clerk of the 24th Judicial District Court in and for the State and Parish aforesaid, do here by certify that the

Document is a true and correct copy of Restriction

as registered in COB Book 1007 Folio 931

Parish of Jefferson, La, this 28th day of Nov 1995

Cheryl Hatala  
DEPUTY CLERK.



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RESOLUTION OF THE BOARD OF DIRECTORS  
OF  
DORVIN LAND CORP.

RESOLVED, that on this 24th day of June, 19 61, a meeting of the Board of Directors was held at its office in Jefferson Parish, Louisiana, whereby EDWIN C. DORVIN, JR., of this corporation, be and he is hereby authorized and empowered in the name of and on behalf of this Corporation to execute an Act of Restrictive Covenants, Lake Timberlane Estates, Section One, Jefferson Parish, Louisiana, which Act of Restrictive Covenants shall be in substantially the following form and content: