

UNOFFICIAL COPY

Current as of March, 2003

ACT OF DEDICATION OF SERVITUDES,  
PRIVILEGES AND RESTRICTIONS OF  
FRENCH BRANCH ESTATES SUBDIVISION,  
PHASE FIVE (5),  
PARISH OF ST. TAMMANY, STATE OF LOUISIANA,  
UNITED STATES OF AMERICA

BE IT KNOWN, that on the 3<sup>rd</sup> day of October 1977,

BEFORE ME, the undersigned Notary Public duly commissioned and qualified in and for the State and Parish aforesaid, therein residing, and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED: Town and Country Development Corporation, herein represented by its duly authorized agent, Martin A Smith, Jr., Gibraltar Development Corporation, herein represented by its duly authorized agent, A. F. Hanson, and H. C. Stiller, Inc., and Master Builders of Slidell.

WHEREAS the appearers are the record owners of Lots 86, 87, 88, and 89 being all the lots of French Branch Estates Subdivision, Phase Five, situated in Section 7, Township 9S, Range 15E, St. Tammany Parish, Louisiana, in accordance of Plat of Survey, No. 8157 by Ivan M. Borgen, C.E., dated September 24, 1976, last revised August 7, 1977 and recorded with Clerk of Court on the 19<sup>th</sup> day of September, 1977 as Map No. 535A.

WHEREAS said appearers desire to protect and further their interest in and to the above described property and also desire to protect and further the interest of any and all future owners of said property.

NOW, THEREFORE, in consideration of the foregoing, said appearers do by these presents establish, create, and impose upon the above described property the following conditions, servitudes, restrictions and privileges, which will govern the purchase and ownership of this property.

The purpose of these servitudes is to establish and maintain French Branch Estates Subdivision as a prime residential subdivision, protecting the investment of its property owners and to insure that the property described herein is restricted similarly to Phases One, Two, Three, Four, Six and Seven of the said subdivision.

### RESTRICTIVE COVENANTS

These restrictions are intended to cover the construction of new buildings and remodeling of existing buildings in French Branch Estates Subdivision. The covenants set forth herein are intended to run with the land and are to be binding on the purchasers herein and all owners of lots in said subdivision for a period of 25 years from the date that these covenants are recorded. Said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by two-thirds of the owners of all the lots in the subdivision has been recorded. An agreement to change said covenants in whole or in part may be made by a vote of owners of two-thirds of the lots. Enforcement shall be by any legal proceeding against any person or persons violating or attempting to violate any covenant; either to restrain or enjoin violation or to recover damages, or both.

An Environmental Control Committee has been established for the purpose of approving plans and specifications of all construction within the subdivision. This Committee shall also have authority over these sections and be elected in the same manner as provided in the Restrictive Covenants governing Phase One of French Branch Estates Subdivision. Committee members shall be elected each year. Three (3) members of the Committee shall elect a chairman whose term shall run for one year. The chairman shall have full authority to approve plans and specifications, and enforce the restrictive covenants subject to review by other members of the Committee. Rulings by the chairman may be appealed to the full Committee, whose decision shall be final.

Except for original construction and/or development within the community of French Branch Estates by the dedicators, and except for any improvements to any lot of the common areas accomplished by the developer concurrently with said construction and/or development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change (including, without limitation, any other information specified by the Environmental Control Committee) shall have been submitted to and approved in writing as to safety, harmony of structures and topography and conformity with the design concept for the community of French Branch Estates by the Board of Directors of the Association, or by the Environmental Control Committee.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, walls, arials, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any lot or upon any of the common areas within the community or to combine or otherwise join two or more dwellings, or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwelling, or to make any change or alteration within any dwelling; which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other lot owner, or impair any servitude, until the complete plans and specifications, showing the location, nature, shape, height, material color, type of construction and/or any other proposed form of change (including, without limitation, any other information specified by the Environmental Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for French Branch Estates.

The Environmental Control Committee may in its sole discretion modify building setbacks and side yardlines.

The Environmental Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and/or record such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, lot coverage, building set-backs, minimum square footage of the finished area of improvements, materials, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this article or any other provision or requirement of this Act of Dedication. The Environmental Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications for approval pursuant to the provisions of this article. The decisions of the Environmental Control Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Environmental Control Committee (or by any policy, standards or guidelines established by the Environmental Control Committee) may appeal the decision of the lot owners to be called within fifteen (15) days. The decision of the majority vote of lot owners shall be final.

The following guidelines are given as general requirements subject to interpretation by the Environmental Control Committee:

- I. Each lot shall be used only as a single-family residence and will not be further subdivided and sold in smaller parcels. All detached buildings shall be submitted for design and use to the Committee. Detached buildings shall be limited primarily to garage, swimming pool, cabana, greenhouse or guesthouse not to be used for rental but to be used for occasional guests or servants.
- II. Each dwelling shall have a minimum of 3,000 square feet under the roof, with at least 2,000 square feet heated living area. Each residence shall have at least a three car garage and/or carport which shall be included in calculating the 3,000 square feet minimum.
- III. No building shall be located on any lot nearer than 50 feet to the front property line, nor 20 feet to the side property line, nor nearer 20 feet to the rear property line than shown on the plat of subdivision, whichever is greater. No driveway shall be located nearer to the side property line than 10 feet.
- IV. Boat houses shall be permitted on all lots with frontage on French Branch. They may be built as near to rear of lot as desired by individual owner, but may not encroach on rear servitude as shown on plat of subdivision.
- V. No noxious or offensive trade or activity shall be carried on upon any lot or within any dwelling situated upon the property nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other members.
- VI. The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited on any lot or within any dwelling situated upon the property, except that this shall not prohibit on any lot or within any dwelling situated upon the property, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets, provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members. Pets shall be registered, licensed and inoculated as may from time to time be required by law. The Environmental Control Committee shall have the right to order any person whose pet is a nuisance, to remove such pet from the property and the Environmental Control Committee shall have the sole and exclusive authority to determine, after notice to such member and affording such member an opportunity for a hearing before the Environmental Control Committee, whether or not any pet is a nuisance.
- VII. No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on

any lot; provided, however, that the storage of building materials and equipment shall be permitted during improvements located upon any lot.

- VIII. Except as hereinafter provided, no junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house trailer, boat or other machinery or equipment of any kind or character, except for such equipment and/or machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling or other improvements located upon the property, and except for such equipment and/or machinery as the Association may require in connection with the maintenance and operation of the common areas and community facilities, shall be kept upon the property, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon (except for bona fide emergencies); provided, however, that this restriction shall not apply to vehicles, trailers, boats, machinery, equipment or the like stored and kept within an enclosed storage room or garage.
- IX. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any lot. Garbage, trash and other refuse shall be placed in covered containers.
- X. No lot shall be divided or subdivided and no portion of any lot (other than the entire lot) shall be transferred or conveyed for any purpose. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions of this subsection shall not apply to the dedicators and, further, the provisions hereof shall not be construed to prohibit the granting of any servitude and/or right-of-way to any state, parish, municipality, political subdivision, public utility or other public body or authority, or to the Association or the dedicators.
- XI. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like shall be installed or maintained on any lot above the surface of the ground.
- XII. No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.
- XIII. Except for those trees that must of necessity be removed in order to clear any lot or portion of a lot for purposes of the construction of improvements thereon, no sound hardwood trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any lot without written approval of the Association acting through the Committee. The Board of Directors of the Association may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the property as it may consider appropriate.
- XIV. No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, playhouse, shed, or other buildings shall be erected, used or maintained on any lot at any time; provided, however, the foregoing restriction shall not prohibit the maintenance of those temporary structures, trailers or the like which are necessary during the construction, remodeling and/or renovation of any improvements thereon. No such structures, trailers or the like shall be utilized for dwelling purposes and all such structures, trailers or the like shall be removed from the lot promptly following the completion of any of such improvements.
- XV. Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the dedicators or the Association, and except for such signs as may be maintained upon portions of the property which are devoted to industrial, commercial or other non-residential purposes, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any lot or dwelling situated upon the property, provided, however, that one sign not exceeding two (2) square feet in area and not illuminated may be attached to a dwelling where a professional office (as hereinafter defined in this Act of Dedication defined) is maintained, and provided further, that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling.

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- XVI. No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any lot which may damage or interfere with any servitude for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.
- XVII. All houses shall have a garage and/or carport which shall accommodate a minimum of 3 cars and include an enclosed storage area which shall be suitable for the storing of lawn mowers, bicycles, etc. Garage doors and the doors of any other storage room or the like shall be maintained in a closed position. Any garage with its opening facing the front of the property shall be set back at least twelve (12) feet from the front of the main structure.
- XVIII. No member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member direct, supervise or in any manner attempt to assert control over any employee of the Association.
- XIX. No dwelling or other improvements which are located upon the property shall be permitted to fall into disrepair and all such dwellings and other improvements (including lawn and other landscaped areas) shall be maintained in good condition and repair.

THUS DONE AND SIGNED in my office in Slidell, St. Tammany Parish, Louisiana, on the day, month and year herein first above written and in the presence of the undersigned competent witnesses who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

TOWN & COUNTRY DEVELOPMENT CORPORATION OF LOUISIANA

Signed By: Martin A. Smith, Jr.

GIBRALTAR DEVELOPMENT CORPORATION

Signed By: A. F. Hanson

H. C. STILLER, INC.

Signed By: H. C. Stiller

MASTER BUILDERS OF SLIDELL, INC.

Signed By: Don W. Wolsefer

WITNESSES:

Signed By: Jean F. Seelye

Signed By: Pauline L. Polette

SWORN TO AND SUBSCRIBED before me, this 7<sup>th</sup> day of October 1977.

Signed By: Notary Public

Filed for record October 13, 1977

Truly recorded October 13, 1977

Signed By: Clerk of Court & Ex-officio Recorder