

UNOFFICIAL COPY

Current as of March, 2003

ACT OF DEDICATION OF SERVITUDES,
PRIVILEGES AND RESTRICTIONS OF
FRENCH BRANCH ESTATES SUBDIVISION,
PHASE NINE (9),
PARISH OF ST. TAMMANY, STATE OF LOUISIANA
UNITED STATES OF AMERICA

BE IT KNOWN, that on the 10th day of September 1978,

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 & COUNTRY DEVELOPMENT CORPORATION OF LOUISIANA, a Louisiana corporation, authorized to do business in Louisiana and herein represented by Bill Allen, President, by virtue of a resolution of said corporation recorded in COB 770 FOLIO 590, records of St. Tammany Parish, Louisiana.

WHEREAS, the appearers are the record owners of the following described property, to-wit:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND in Section 37, Township 9 South, Range 15 East, St. Tammany Parish, Louisiana, being more fully described as LOTS 152-186, Phase Nine, FRENCH BRANCH ESTATES SUBDIVISION, as per plat of subdivision, by Borgen Engineering dated March 3, 1978.

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 the 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.

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 twenty-five (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 (2/3) 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. The Environmental Control Committee shall consist of three persons. Elections shall be held annually on the first Tuesday in August. Each lot owner shall have one vote. After the sale of any lots, the developer shall have not more than 49% of the vote. 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 unless appealed to the lot owners. Any lot owner 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 to the lot owners of this section within fifteen (15) days at a meeting of the owners of the lots in the section.

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 Subdivision by the Environmental Control Committee.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, paste, hinge, screw, nail, build, alter, plant, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, walls, aerials, 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 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 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 roof, with at least 2,400 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. All houses shall have a garage and/or carport which shall accommodate a minimum of three (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.
- IV. Buildings shall not be located on any lot nearer than fifty (50) feet from the front property line, nor 20 feet to the side property line, nor nearer than 20 feet to the rear property line as shown on the plat of subdivision, whichever is greater. No driveway shall be located nearer to the side property line than ten (10) feet or nearer to an intersection than 50 feet. Driveway culverts where needed shall be reinforced concrete with an inside diameter of fifteen (15) inches. The culverts shall be installed with a flow line at least twenty-four (24) inches below the centerline of the street. If concrete driveways are installed, the drive shall be recessed 1 1/2 inches at the property line continuing to the edge of the street. It is the intention of the developer to surface this with blacktop. No recessing is required for blacktop or shell drives.
- V. 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.
- VI. 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.
- VII. 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, 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.

- VIII. 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 the lot.
- IX. 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 may be required 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.
- X. 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.
- XI. 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 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.
- XII. 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.
- XIII. No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.
- XIV. 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.
- XV. 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.
- XVI. Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas", 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, except 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.
- XVII. 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.
- XVIII. Septic tanks shall be installed in a manner which would assure flow of the effluent to a drainage ditch adjoining the front or side of the property.

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XIX. 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.

XX. 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: Bill Allen, President

WITNESSES:

Signed By: Hilda K. Thomas

Signed By: Christine L. Hadley

SWORN TO AND SUBSRIBED before me, this 11th day of September 1978.

Signed By: NOTARY PUBLIC

Filed for record October 20, 1978

Truly recorded October 20, 1978

Signed By: Cheryl G. McCain, Clerk & Ex-Officio Recorder