

ACT OF CORRECTION  
 OF RESTRICTIVE COVENANTS OF  
 ORMOND PLANTATION ESTATES, SECTION ONE  
 BY: JOHNSON-LOGGINS INC. OF LOUISIANA

BE IT KNOWN, that on this 7th day of August in the year of Our  
 Lord One Thousand Nine Hundred Seventy Four (1974)

BEFORE ME, WILLIAM B. MATTHEWS, JR., a Notary Public,  
 duly commissioned and qualified in and for the Parish of Jefferson, State  
 of Louisiana, in the presence of the witnesses hereinafter named and  
 undersigned:

PERSONALLY CAME AND APPEARED:

JOHNSON-LOGGINS INC. OF LOUISIANA, a Delaware corporation  
 authorized to do and doing business in the State of Louisiana, herein  
 represented by a duly authorized officer, Nollie E. Agee, Jr. by  
 virtue of a resolution of the Board of Directors dated July 1, 1974  
 and recorded in MOB188 Folio 286, COB 154, Folio 411, St. Charles  
 Parish, Louisiana.

who declared that on April 1, 1974, appearer filed an Act of Restrictive  
 Covenants covering Section 1 of Ormond Plantation Estates Subdivision,  
 St. Charles Parish, recorded in COB 152, Folio 81, Entry #46, 975;  
 and who further declares that said act of Restrictive Covenants refers to  
 a plan attached to said act as "Exhibit A", but said plan was inadvertently  
 omitted.

Appearer further declares that in order to correct this omission,  
 it files herewith the said plan identified as "Exhibit A" in said act of  
 Restrictive Covenants, said plan by DeLaureal Engineers dated February  
 28, 1973, revised April 24, 1973 and revised July 31, 1973.

THUS DONE AND PASSED, in duplicate original, in my office at  
 Metairie, Louisiana, on the day, month and year hereinabove first written  
 in the presence of the undersigned competent witnesses who hereunto sign

C. O. B. 47543

their names with the said appearer and me, Notary, after due reading of the whole.

WITNESSES:

*[Handwritten signatures of witnesses]*

JOHNSON-LOGGINS INC. OF LOUISIANA

BY: *Nollie E. Agee Jr.*  
NOLLIE E. AGEE, JR.

*[Handwritten signature of William B. Matthews, Jr.]*  
WILLIAM B. MATTHEWS, JR.  
NOTARY PUBLIC

FILED FOR RECORD  
CLERK OF COURT  
ST. CHARLES PARISH, LA.  
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RECORDED IN *Comptance*  
BOOK *154* FOLIO *638*  
*Book - R. B. - 1*  
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STATE OF LOUISIANA  
PARISH OF ST. CHARLES

RESTRICTIVE COVENANTS  
ORMOND PLANTATION ESTATES  
SECTION ONE  
PARISH OF ST. CHARLES

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BE IT KNOWN, That on this 1st day of April in the year  
of Our Lord One Thousand Nine Hundred and Seventy-Four;

BEFORE ME, JOHN T. KEYS, JR., Notary Public, duly commissioned  
and qualified in and for the Parish of Jefferson, State of Louisiana, in the  
presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

JOHNSON-LOGGINS, INC. OF LOUISIANA, a Delaware corporation  
authorized to do and doing business in the State of Louisiana,

who declared that it is the owner of the property set out on the attached  
plat identified as Exhibit "A" and attached hereto: SEE COB 154/678

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

1) LAND USE AND BUILDING TYPE: No lot shall be used except  
for residential purposes. No building shall be erected, altered,  
placed or permitted to remain on any lot other than one detached  
single family dwelling not to exceed three (3) stories in height  
and a private garage for not more than four (4) cars.

2) DWELLING COST, QUALITY AND SIZE: No dwelling shall be  
permitted at a cost of less than \$25,000, based upon cost levels  
prevailing on the date these covenants are recorded, it being the  
intention and purpose of the covenant to assure 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 one (1) story open porches and garages  
shall not be less than 2000 square feet for a one (1) story dwelling  
constructed on a lot of one (1) acre and size, nor less than 1600  
square feet for a dwelling constructed on a lot of one-third (1/3)  
acre size.

3) BUILDING LOCATION: No building shall be located on any  
lot nearer than 20 feet to the front lot line, or nearer than  
10 feet to any side street line. No building shall be located  
nearer than 5 feet to an interior lot line, except that a 5 foot  
side yard shall be required for a garage or other permitted  
accessory building located in the rear one-half (1/2) of any lot.  
No dwelling shall be located on any interior lot nearer than 20 feet  
to the rear lot line 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 construed to permit any portion of a building on a  
lot to encroach upon another lot.

C. O. B. 46975

No residence shall be built on less than one (1) lot as shown on map of ORMOND PLANTATION ESTATES, Section One, 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 on the square a lot of an area or width below the average standard for said square, as indicated on the aforementioned map of Ormond Plantation Estates, Section One, and there is no violation of Paragraph No. 4 following hereafter.

Bay or bow oriel, 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 rectangular shaped lot having a width of less than 50 feet at the minimum building setback lines nor shall any dwelling be erected or placed on any lot having an area of less than 6500 square feet.

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.

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) SERVICES: Relative to electric service, the owner shall lay, or have laid, a cable underground, from his meter to a Louisiana Power and Light Company's manhole on a street adjoining his lot.

8) TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence either temporarily or permanently; except that the developer shall have an exclusive right from a period of two (2) years from this date to erect temporary structures for use as a sales and/or construction office, said structure being of whatever design and size the developer shall in its own best interest may select.

9) SIGNS: No signs of any kind shall be displayed to the public view on any lot except one professional 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 the construction and sales period.

10) 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 bringing for oil or natural gas shall be erected, maintained or permitted upon any lot.

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 or other household pets may be kept provided that they are not kept bred or maintained for any commercial purpose.

12) 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.

13) 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.

14) SIGHT DISTANCE AT INTERSECTIONS: 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 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 50 feet to the front property line on the street side of the lot.

15) 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 30 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 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 30 years unless an instrument signed by the 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.

16) 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.

17) ARCHITECTURAL CONTROL COMMITTEE: All plans for residences to be built on the herein described property must first be submitted to the Architectural Control Committee of ORMOND PLANTATION ESTATES LANDOWNERS ASSOCIATION, INC., comprised of three members, two of which are to be appointed by the Board of Directors of Ormond Plantation

Estates Landowners Association, Inc; and one of which shall be appointed by Johnson-Loggins, Inc. of Louisiana, 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.

18) 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.

19) 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 48 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 thirty (30') 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 in elevation than 2 feet above the established site grade of the residence. Equipment such as diving boards, etc., shall not be higher than 5 feet above site grade of the residence.

20) FENCES: There shall be no front yard fence nor side yard fence erected between the front building line and the front property line. Side yard fences; when erected between the rear property line and rear building line and rear yard fences shall be of neat and substantial construction.

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

THUS DONE AND PASSED, in duplicate original, in my office at Metairie, 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 appearer and me, Notary, after due reading of the whole.

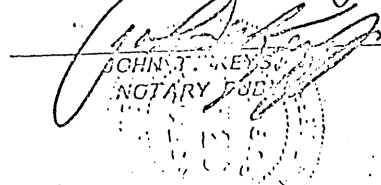
WITNESSES

*[Handwritten signatures of witnesses]*

JOHNSON-LOGGINS, INC. OF LA.

BY: *[Signature]*  
GLENN LOGGINS

JOHN T. KEYS  
NOTARY PUBLIC



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CHARLES E. BASSILL