

The following is a reproduction of the "ACT CREATING RESTRICTIVE COVENANTS FOR SECTION 4, PARK TIMBERS SUBDIVISION By H.M. WALTEMATH JOVENLOU ENTERPRISES d/b/a HERITAGE ENTERPRISES." The original of these Restrictive Covenants is registered in the Conveyance Office, Parish of Orleans, State of Louisiana, COB 758B, Folio 194-205. This reproduced document is for informational purposes and ease of reading, but does not diminish the effect of the original:

---

BE IT KNOWN by these presents that on this 14th day of August, 1978,  
before me,

CAMILLE A. CUTRONE,  
a Notary Public, duly commissioned in and for the  
Parish of Orleans, State of Louisiana,

therein residing, and in the presence of the undersigned competent  
witnesses, personally came and appeared:

H.M. WALTEMATH - JOVENLOU ENTERPRISES  
d/b/a HERITAGE ENTERPRISES,  
a Louisiana Ordinary Partnership created by Act  
before Camille A. Cutrone, Notary Public, dated  
January 15, 1975, recorded in the offices of the  
Recorder of Mortgages for the Parish of Orleans in  
M.O.B. 1218K, Folio 378, amended by acknowledged  
Acts recorded in C.O.B.738B, Folios 158-163 and  
M.O.B. 1218M, Folio 458, Parish of Orleans,  
appearing herein through its Managing Partner, H.M.  
Waltemath,

which said appearer declared that it is the sole owner of the following  
described property, to-wit:.

Section 4, Park Timbers Subdivision, situated in the  
Fifth Municipal District of the City of New Orleans,  
State of Louisiana, as shown on a plat of survey  
prepared by J.J. Krebs & sons, Inc., Engineers and  
Surveyors, dated April 25, 1977, registered C.O.B.  
753, Folio 618, Office of Conveyances for the Parish  
of Orleans.

Section 4, Park Timbers Subdivision, is bounded by Lennox Boulevard, General DeGaulle Drive, Section 3, Park Timbers Subdivision and the Norman Canal, and is comprised of the following described lots:

Square K, lots 354 through 368, both inclusive;

Square L, lots 373 through 381, both inclusive

Being the same property acquired by Heritage Enterprises by Act before Camille A. Cutrone, Notary Public, dated January 15, 1975, registered C.O.B. 726, Folio 599.

Said appearer further declared that, for its own benefit and that of its vendees, successors and assigns, it does by these presents create and establish the following restrictions and servitudes, which henceforth shall apply against each of the aforesaid lots:

PARK TIMBERS SECTION 4

RESIDENTIAL AREA COVENANTS

1. ARCHITECTURAL CONTROL COMMITTEE:

- A. There is hereby established and created a committee to be known as Park Timbers Architectural Control Committee, which Committee shall consist of three members and shall serve for a term of ten (10) years or until their successors are elected as hereinafter provided. The three (3) members who shall serve during the first (1st) such term shall be H.M. Waltemath, David Lee Waltemath and Victoria Leon. The term of office for members above-named, shall expire ten (10) years after the date of this instrument.
- B. A majority of the Committee may designate a representative to act for it.
- C. Any member may resign from said Committee at any time by merely giving said Committee notice of his resignation in writing. In the event of death or resignation of one (1) or more of the members of the Committee, the remaining member or members shall have the full authority to designate a successor.
- D. No member shall receive any pay or compensation for his services as a member of said Committee.
- E. Said Committee shall have the right to adopt rules and/or by-laws for conduct of its business which shall not be inconsistent with anything herein contained.
- F. After ten (10) years from the date hereof, or after all of the above-named members of the Committee have resigned or otherwise ceased to serve as members of the Committee, whichever event sooner occurs, the then owners of

the lots being served by this Committee shall have the right by majority vote to elect members thereof for ten (10) year terms. At any time after ten (10) years from the date hereof, or after all of the abovenamed members of the Committee have resigned or otherwise ceased to serve as members of the Committee, whichever event sooner occurs, the owners of the lots then being served by this Committee, may by majority vote elect to transfer all of the rights, powers, duties, purposes and functions of this Committee to any nonprofit Civic Club or similar association or organization representing them, and upon such transfer this committee shall cease to exist and said Civic Club or similar association or organization shall succeed to all the rights, powers, duties, purposes and functions of this Committee.

- G. At any and all elections each property owner shall be entitled to one vote for every residential building site owned by him.
- H. The term "majority vote" as used herein shall mean a majority of the votes cast at any election.
- I. No building or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been approved in writing by the Architectural Control Committee or its agent as to quality of materials and proposed workmanship, conformity and harmony of external design with existing structures in the subdivision, conformity with these restrictions and as to location of such building or improvements with respect to topography and finished grade elevation. The approval of the Committee shall be evidenced by an instrument signed by the agent of the Committee and by the signature of the agent of the Committee on the construction plans and specifications approved by it. In the event that the Architectural Control Committee fails to give its written approval or disapproval of the construction plans, specifications and other materials submitted to it within forty-five (45) days after the same are submitted to it, such express approval of the Architectural Control Committee will not be necessary and the approval required by this paragraph shall be conclusively presumed to have been had and obtained. Unless specifically approved in writing by the Architectural Control Committee, no fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum set back line.

2. LAND USE:

Each lot shall be used for single family residential purposes only. The term "residential purposes" as used herein shall be held and construed to exclude, by illustration, and not by limitation, the following: hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and to exclude commercial, rental and professional uses whether from homes, residence or otherwise, and any such use of said lots is hereby expressly prohibited. No buildings shall be erected, altered, placed or permitted to remain on any lot other than on detached single family dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage or carport for not more than three (3) cars, appropriate

outbuildings, and a bona fide servants quarters, which quarters may be occupied by servants employed on the premises.

3. TEMPORARY STRUCTURES:

Until all of the lots have been sold, a field office may be located and maintained on one lot or lots by the developer or developers or their sales agents, the location of which may be changed from time to time as lots are sold. A builder constructing a residence or residences in said subdivision may place a field office on a lot or lots during such construction, provided the written approval of the Architectural Control Committee is first had and obtained. No accessory building or structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used or maintained on any lot at any time as a residence or living quarters either temporarily or permanently.

4. DWELLING QUALITY AND SIZE:

Unless specifically approved in writing by the Architectural Control Committee, the ground floor area of the main structure of any residential building, exclusive of one story open porches, carports and garages, shall not be less than 2,600 square feet for a one story dwelling; the ground floor area for a dwelling of more than one story shall not be less than 1,400 square feet. and in no event shall the total square footage be less than 2,600 square feet. It is the intention and purpose of these covenants to assure that all dwellings shall be of quality workmanship and materials. It is understood that the judgment of the Architectural Control Committee shall be final and conclusive in its approval as to quality and workmanship. No existing building shall be moved into Section 4, Park Timbers Subdivision.

5. BUILDING LOCATION:

No building shall be located on any lot nearer than twenty (20) feet to the front lot line or nearer than ten (10) feet to any side street line. Unless specifically approved in writing by the Architectural Control Committee, no buildings shall be located nearer than five (5) feet to any interior lot line nor shall any roof overhang or projection, including the gutter, be within three and one-half (3-1/2) feet of any interior lot line. The side line restrictions shall not apply to an attached or detached carport, attached or detached garage or other outbuilding located forty(40) feet or more from the front lot line, and partially or entirely in the required side area; such building(s) not to be located nearer than three (3) feet to any interior lot line, nor shall any roof overhang or projection, including the gutter, be within two (2) feet of any interior lot line.

6. LOT AREA AND WIDTH:

No dwelling shall be erected or placed on any lot having a width of

less than sixty (60) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,700 square feet. Unless approved in writing by the Architectural Control Committee, no lot or lots shall be re-subdivided. In the event any lots are re-subdivided, these restrictions shall apply to the property as re-subdivided.

7. EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

8. 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. No house trailers, boats, trucks or similar vehicles shall be stored or maintained in any front yard or side yard or the street adjacent thereto.

9. SIGNS:

No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than fifteen (15) square feet, advertising the property for sale or rent, or signs used by builders to advertise their properties for sale during the construction and sales period.

10. OIL OPERATIONS:

Said property may be validly leased for mineral exploration and development, but no drilling rigs or other equipment utilized in drilling a well or wells in search for oil, gas and other minerals may be located on any of said lots.

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 they are kept for household purposes.

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 trash, garbage or other waste shall be kept in a clean and sanitary condition and shall be kept and maintained at the rear of the residential structure on each lot. All lots shall be kept clean and free of unsightly obstacles at all times, and shall be mowed as often as may be necessary to keep

the lots in proper condition.

13. SIGHT DISTANCE AT INTERSECTIONS:

Without specific approval by the Architectural Control Committee, no fence, wall, hedge or shrub planting which obstructs sightlines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) 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 (10) 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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

14. LAND NEAR PARKS AND WATER COURSES:

No building shall be placed nor shall any material or refuse be placed or stored on any lot within twenty (20) feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer, provided that the natural water course is not altered or blocked by such fill.

15. CONFLICT WITH OTHER REGULATIONS:

Nothing in these Residential Area Covenants shall be construed to minimize or lessen or reduce the minimum requirements of the Comprehensive Zoning Ordinance of the City of New Orleans, the City Planning Commission, or Division of Regulatory Inspections of the City of New Orleans; but rather, in any case of conflict between these regulations and/or requirements, the greater or more stringent shall take precedence or govern.

16. PARK TIMBERS MAINTENANCE FUND:

Each lot is hereby levied with an annual maintenance charge not to exceed One Hundred Twenty and No/100 (\$120.00) Dollars for the purpose of creating a fund hereby designated Park Timbers Maintenance Fund. Said charge shall accrue with respect to a lot from the date that the improvements constructed thereon are occupied, and upon written notice from Park Timbers Section 4 Owners Association, shall be payable in two (2) equal installments, semi-annually, in advance, on the (1st) day of January and the first (1st) day of July each year.



- A. The annual charge created herein shall be payable to the Park Timbers Section 4 Owners Association, the Trustees of which shall be the custodian and administrator of such fund at such address as it may from time to time designate.
- B. The Park Timbers Section 4 Owners Association shall have authority to adjust the amount of the said maintenance charge from year to year, as it may deem proper, provided that the charge shall be uniform as to all lots affected hereby and shall not exceed One Hundred Twenty and No/100 (\$120.00) Dollars per lot, unless the owners of seventy-five (75%) percent of all occupied lots elect to increase the levy for the ensuing year.
- C. All funds collected from the charge levied hereby shall be applied, insofar as the same may be sufficient, toward the payment of construction costs and/or maintenance expense for any or all of the following purposes, to wit: Safety and/or health projects; beautifications and or aesthetic purposes; lighting, improving and maintaining streets, parks, parkways, esplanades, subdivision fences and walls and other public areas; subsidizing bus service; collecting and disposing of garbage, ashes, rubbish and similar items; caring for vacant lots; employing policemen and/or watchmen; providing and maintaining recreational facilities and recreational areas either within or without the area affected hereby; payment of legal and other expenses incurred in connection with the enforcement of all covenants and restrictions for the subdivision and the collection of the maintenance fund; and doing any other thing necessary or desirable in the opinion of the Trustees of Park Timbers Section 4 Owners Association to keep the property in the subdivision neat, safe and in good order, or which it considers of general benefit to the owners or occupants of the lots in the subdivision.
- D. The above purposes shall be liberally construed, and the judgment of the Trustees of the fund in the expenditure of same shall be final and conclusive as long as such judgment is exercised in good faith.
- E. The Park Timbers Section 4 Owners Association shall have the right to pledge, hypothecate, assign or otherwise encumber the funds paid, and to be paid into said maintenance fund for the purpose of financing the construction of improvements or carrying out the other purposes contemplated hereby, or in repayment thereof to any lending institution or agency, or to secure the financing for any expenditure made or to be made by said Owners Association. Further, the said Association shall have the right to contract in its own name and sue and be sued in its own name in connection with the purposes contemplated hereby.

- F. The maintenance charge shall remain in effect and shall be collectible for a period of twenty-five (25) years from date hereof and shall be extended automatically for successive periods of ten (10) years thereafter, unless prior to the commencement of any extended ten (10) year terms, the owners of a majority of the lots elect to discontinue such charge. Such election shall be evidenced by a written instrument, signed and acknowledged by such majority and filed for record in the office of the Recorder of Conveyances for the Parish of Orleans, State of Louisiana.
- G. The members of Park Timbers Section 4 Owners Association shall be the owners of the lots in this subdivision and shall be entitled to one vote for each lot owned at any meeting of the members. There shall be at least one (1) annual meeting of the Association each calendar year, called upon due notice given by the Trustees at least ten (10) days in advance thereof. The purpose of the meeting shall be to determine the wishes of the majority of the Association in regard to the expenditures of the funds.
- H. The Association shall act through a Board of Trustees consisting of three (3) persons, who except for the original appointment made herein, shall be either owners of a lot or lots in the subdivision or an officer of a corporation owning one (1) or more lots in the subdivision. The initial Board of Trustees shall be composed of H.M. Waltemath, David Lee Waltemath and Victoria Leon, who shall serve until January 1, 1980, and until their successors are chosen. In case of the resignation, death, or incapacity of any one of said initial Trustees, the remaining Trustees or Trustee may appoint a Substitute Trustee or Substitute Trustees to serve the remainder of said period. No Trustee hereunder shall be required to furnish bond for any purpose, unless required by the vote of seventy-five (75%) percent of the members of the Association. After January 1, 1980, the Park Timbers Section 4 Owners Association shall elect the Board of Trustees from the members of the Association, each of whom shall serve for a term of two (2) years.
- I. As custodian and administrator of the Maintenance Fund, the Board of Trustees shall keep and maintain appropriate books and records of account for said fund, which books and records may be inspected by any member of the Owners Association at

any reasonable time. The Board of Trustees shall have the right, but never the obligation to render inferior and subordinate the aforesaid maintenance charge as to any lot or lots subject to such charge to any liens which the owner or purchaser of any such lot may desire to place thereon in order to finance the construction of improvements on or for the purpose of any such lot or lots, and they are authorized to execute all documents necessary and proper to give full effect to this paragraph.

J. In the event that other sections of Park Timbers are platted and approved by other governmental action and thereafter developed, and a like maintenance charge for similar purposes is placed and imposed on the residential lots therein, or in the event that other tracts now owned by Heritage Enterprises, adjoining or contiguous to Park Timbers Section 4 are developed and sold for residential use, and a like maintenance charge for similar purposes is imposed upon such tracts, or upon any such other sections of Park Timbers subdivision, then the maintenance charge collected from the several sections of Park Timbers, as well as from said adjoining or contiguous tract, or tracts, or any part thereof, may be pooled, merged and combined into a single maintenance fund, to be expended by the Custodian and Administrator thereof for the general and common benefit of all areas paying into such maintenance fund in accordance with the purposes thereof. It is the intent of these provisions that the Trustees of the Association be permitted to cooperate with the representative of similar Associations created under provisions similar to those adopted herein in the general area of Park Timbers Section 4, to give full effect to the purposes hereinabove enumerated for the benefit and enjoyment of all such Associations.

K. In the event that additional sections of Park Timbers Subdivision are developed and platted and approved by

proper governmental action, the property owners of said Section 4 of Park Timbers are expressly authorized and empowered to enforce the restrictions, covenants and conditions applicable to or against any such additional sections or section and the property owners in such additional section or sections are hereby expressly authorized and empowered to enforce the restrictions, covenants, and conditions applicable to this Section 4.

- L. Purchase of (1) one of the subject lots shall constitute an unconditional promise by the purchaser to pay the annual maintenance charge levied in accordance herewith.

17. TERMS:

The foregoing restrictions, covenants and conditions shall constitute covenants running with the land and shall be binding upon and inure to the benefit of Heritage Enterprises, its successors and assigns and for persons claiming, by, through and under it, and shall be effective for twenty-five (25) years from date hereof and shall be automatically extended thereafter for successive periods of ten (10) years; provided, however, that the owners of a majority of the lots in Park Timbers Section 4 may change, alter, amend or terminate the same after said twenty-five (25) year period, or at the end of any successive ten (10) year period thereafter, by executing, acknowledging and filing for record in the office of the Clerk of Orleans Parish, Louisiana, an appropriate instrument or agreement in writing setting forth such change, alteration, amendment or termination at any time within three (3) years of the expiration of said twenty-five (25) year period, or during the last five (5) years of any successive ten (10) year period if said restrictions, covenants and conditions are to be changed, altered, amended or terminated at the end of such ten (10) year period.

- 17a. These Restrictive Covenants may be changed, amended, altered or modified by the owners of all lots in the subdivision, by their executing, in notarial form, an appropriate instrument setting forth such change, amendment or modification, and filing same for record in the Office of the Registrar of Conveyances for the Parish of Orleans, State of Louisiana.

18. ENFORCEMENT:

In the event that any person, firm, corporation or other entity shall violate or attempt to violate any of the foregoing restrictions, covenants or conditions, any person owning or having any interest in any lot in Park Timbers Section 4 may institute and prosecute any proceeding at law or in equity to abate, enjoin or otherwise prevent any such violation or attempted violation.

The foregoing power and authority shall also be and is hereby expressly vested in the Park Timbers Section 4 Owners Association or its successors or assigns.

19. SEVERABILITY:

Invalidation of any one or more of these restrictions, covenants or conditions by judgment, court order or otherwise, shall not affect or invalidate any other restriction, covenant, condition or provision hereof, but all such other restrictions, covenants, conditions and provisions hereof shall continue and remain in full force and effect.

THUS DONE AND SIGNED in my office at New Orleans, Louisiana, on the day and date hereinabove first written in the presence of the undersigned competent witnesses, who hereunto sign their names with appearer and me, Notary, after reading of the whole.

WITNESSES:

H.M. WALTEMATH  
JOVENLOU ENTERPRISES  
d/b/a HERITAGE ENTERPRISES

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

by: \_\_\_\_\_  
Managing Partner

\_\_\_\_\_

Notary Republic

COPY ONLY

Original Recorded:

COB 758B

Folios 194-205