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DECLARATION OF RESTRICTIVE COVENANTS \* UNITED STATES OF AMERICA  
 BY: TALBOT INVESTMENT COMPANY, L.L.C. \* STATE OF LOUISIANA  
 FOR: PHASE 3 OF WATERPROOF PLANTATION ESTATES \* PARISH OF TERREBONNE

FILED FOR RECORD  
 CLERK OF  
 TERREBONNE, LA  
 99 MAR 4 AM 10 00  
 DEPUTY CLERK OF COURT

BE IT KNOWN that on this 3rd day of March, 1999,

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Terrebonne, State of Louisiana, and in the presence of the undersigned competent witnesses,

**PERSONALLY CAME AND APPEARED:**

TALBOT INVESTMENT COMPANY, L.L.C., Tax ID # 72-1256403, a Louisiana Limited Liability Company, domiciled in Lafourche Parish, Louisiana, whose mailing address is P. O. Box 5658, Thibodaux, LA 70302, appearing herein pursuant to authority granted by unanimous consent filed of record under Entry No. 972581, records of Terrebonne Parish, Louisiana, (hereinafter referred to as "DEVELOPER"),

who declared that DEVELOPER is the owner of a tract of land located in Sections 62 and 63 of Township 17 South - Range 16 East, Terrebonne Parish, Louisiana which has been developed into a residential subdivision known as Phase 3, Waterproof Plantation Estates, more particularly depicted on plat thereof prepared by Leonard J. Chauvin, Inc., Civil Engineers & Professional Land Surveyors under date of March 20, 1998, a copy of which is duly recorded under Entry No. and Entry No. 1040826 1040660, records of Terrebonne Parish, Louisiana, said Phase 3 consisting of the following lots

to-wit:

BLOCK THREE - LOTS FIFTY-FIVE (55) THROUGH EIGHTY (80)

DEVELOPER does by these presents establish and declare the following restrictive covenants, which shall be imposed on all lots in the above identified development, and shall be deemed to be covenants running with the land, and are deemed to be incorporated in any deed affecting said lot or lots, whether actually mentioned or not.

**I. RESIDENTIAL USE**

No lot in said development shall be used for any purpose other than single family residential use, and prior to any occupancy thereof, there shall be constructed thereon one single family dwelling not to exceed three stories in height, together with one attached, or detached garage of sufficient size to accommodate at least two (2) full size passenger automobiles.

## **II. MINIMUM SIZE**

Each constructed single family dwelling shall contain not less than eighteen (1,800 sq. ft.) square feet of living area, and twenty-four hundred square feet (2,400 sq. ft.), including garage.

In case of a multi-story single family dwelling, the ground floor living area shall contain not less than twelve hundred square feet (1,200 sq. ft.).

For purposes of meeting the requirements of minimum square footage for living area, garages, covered porches, or patios, and attached walkways shall be excluded in calculating minimum square foot requirements.

## **III. SIDE LINES, FRONT AND REAR SET BACKS**

Each main dwelling shall be constructed at a minimum of forty (40) feet from the front lot line, and fifty (50) feet from the rear lot line, eaves, steps and open or covered porches, or patios included; said dwelling shall not be constructed nearer to any side lot line than ten (10') feet, except in the case of corner lots, no building shall be located within fifteen (15') feet of any side street.

No permitted detached building or garage shall be located nearer than fifteen (15') feet to any rear lot line or ten (10') feet to any side lot line.

## **IV. DETACHED BUILDINGS**

Detached garages for vehicle storage and auxiliary buildings to be used only as guest houses or servants quarters shall be permitted, provided same are constructed in the same architectural style as the main dwelling, including the use of the same or compatible materials.

## **V. AUXILIARY CONSTRUCTION**

Each lot owner, with the exception of Lots 55, 56 and 80, Block 3, shall be entitled to construct the following additional auxiliary buildings or works to the rear of the lot which may encroach upon any common canal area, provided that same shall not extend more than eighteen (18') feet from rear property line. With regard to Lots 55 and 56, Block 3, same shall not extend more than Ten (10') feet from the property line adjacent to the man made canal. With regard to Lot 80, Block 3, same shall not extend past the property or boundary line dividing Lot 79, Block 3 and Lot 80, Block 3.

(A) Open covered boat shelters, decks, which may be covered or uncovered, and uncovered walkways.

(1) Boat shelters and walkways shall be constructed in accordance with dimensions and height specifications set forth on Permit Plat prepared by Leonard J. Chauvin, Jr., Inc., attached hereto and made a part hereof. Under no circumstances shall any owner cause any construction which violates the permit application as granted.

(2) With regard to Lot 80, Block 3, boat shelters and walkways shall be constructed in accordance with plans submitted to DEVELOPER prior to construction, and DEVELOPER agrees to promptly review same and not to unreasonably withhold approval.

All such works shall be constructed such that the longest length shall be parallel to the rear line of the subject lot, and shall extend no closer than 20' to any lot side line, except that with the consent of adjoining lot owner, walkways or docks may be connected.

No walkway shall be greater than 4' in width. All auxiliary construction must utilize pressure treated, or wolmanized wood materials, and all roofs shall be constructed of the same material as the roof of the main dwelling. Creosote or asbestos coating is expressly prohibited. Electric boat lifts are expressly permitted. No auxiliary buildings or construction may be undertaken without first commencing construction on the main dwelling.

#### **VI. BULKHEADS**

Prior to construction of any other buildings or improvements on a lot, each lot owner shall be required to construct immediately on and adjoining the rear line of his or her, or its lot for the full width thereof, a bulkhead using only vinyl or painted steel sheet piling, same to be in accordance with such engineering or manufacturer's specifications as pertinent thereto, and further subject to review by the Architectural Control Committee established under Paragraph VII hereof to determine such other esthetic matters as may be necessary. Creosote pilings or lumber may only be used as tie backs, and shall not be visible to the naked eye.

#### **VII. ARCHITECTURAL CONTROL**

There has previously been created, an Architectural Control Committee, appointed by the Waterproof Plantation Estates Homeowners' Association, Inc., (ASSOCIATION), and all plans and specification for dwellings, other buildings, bulkheads, and boat houses to be constructed on

or adjacent to any said lot or lots, shall be submitted to said committee for approval, with date of receipt by committee to be stamped on copy submitted with Committee Chairman's signature. Approval or denial shall be forthcoming within thirty (30) days of submission, and a failure of the committee to act within the specified period shall be deemed to equate to approval.

### **VIII. SERVITUDES**

Servitudes for various utilities, including water, gas, electricity and drainage are reserved by the DEVELOPER, for dedication to the appropriate entity, on the plat of Phase 3, WATERPROOF PLANTATION ESTATES, and no use shall be made of any such servitude area which would interfere with the installation or maintenance of utilities installed thereon.

### **IX. COMMERCIAL ACTIVITIES**

No commercial activities shall be permitted to be conducted on or adjacent to any lot, including without limitation, the maintenance or mooring of any commercial vessel in any canal adjacent thereto.

Without intending to limit in any manner, the following examples of commercial activities are expressly prohibited:

(A) Operation of barber or beauty shops, day care centers, food service, Bed And Breakfasts, and seafood operations.

No ham radio stations, radar, VHF, Side Band, or electronic interference devices shall be permitted to be operated which may interfere with incoming telephone, radio, or television reception.

### **X. TEMPORARY OR RELOCATED BUILDINGS OR MOBILE HOMES**

No structure of a temporary character, and no mobile homes, shacks, kennels, except kennel of a size not to exceed 10' X 20' to accommodate household pets, (provided same shall be connected to the main sewerage system servicing the lot, or to an independent sewerage system for use by said kennel), or similar construction shall be permitted to be placed on any lot in the subdivision, nor shall any house boats, barges, floating docks, or any other type of marine equipment except licensed motorized or sailing pleasure vessels, be permitted to be moored in any canal, including Minor's Canal. No building shall be permitted to be relocated on any lot, it being expressly understood that only new construction shall be permitted.

## **XI. DRAINAGE CULVERTS**

There exist on the front of each lot herein an open ditch drainage system and each lot owner shall install within said drainage artery in front of the respective lots specified hereinbelow, at a minimum, a 21" RCP at 0.10% culvert.

Such culverts shall be installed in accordance with Terrebonne Parish Consolidated Government regulations governing the placement of culverts in dedicated drainage rights of way.

## **XII. RE-SUBDIVISION OF LOTS**

Side line adjustments to lots are permitted, provided no resulting lot has a width less than the original width existing prior to adjustment. No depth adjustments are permitted.

## **XIII. SEWERAGE**

Each lot owner, prior to occupying any dwelling constructed on a subject lot shall have caused to be installed an individual sanitary disposal facility of sufficient size to accommodate all disposal fixtures located in any such building, same to meet all specifications and requirements of the State of Louisiana, Department of Health and Hospitals, Office of Public Health, Terrebonne Parish Health Unit.

## **XIV. MATERIALS**

No building shall be constructed on any lot herein which contains a tin or metal roof, with the exception that aluminum shingled roofs shall be permitted. Any other type of metal roof shall require the approval of the Architectural Control Committee.

Each dwelling constructed, shall, unless otherwise approved by the Architectural Control Committee, have exterior walls which contain at least fifty (50%) percent of the square footage area in brick or brick veneer up to the eight (8') foot plate line. Decorative wood or baked enamel or vinyl siding above said 8' plate line and on the remaining fifty (50%) per cent square foot area below the eight (8') foot plate line shall be permitted.

## **XV. FENCES**

All proposed fence construction shall be subject to approval by the Architectural Control Committee, and no fence shall extend beyond the front sill line of the main dwelling.

## **XVI. PROPERTY OWNERS' ASSOCIATION**

There has been created by Developer, Waterproof Plantation Estates Homeowners' Association, Inc. (ASSOCIATION), and each lot owner shall upon purchase of a lot immediately

become a member thereof. In the case of multiple party ownership of a lot, only one designated owner shall be entitled to vote on matters coming before the ASSOCIATION.

Mandatory membership in the ASSOCIATION shall be required of each lot owner in the development. Each lot owner shall be responsible for the payment of such dues and fees as may be from time to time assessed by the ASSOCIATION for the maintenance of common areas.

DEVELOPER shall not be responsible for any assessments, or dues until eighty (80%) per cent of the lots situated in the subdivision have been disposed of to third parties.

Each lot owner shall be entitled to a weighted vote computed by the ratio which the square footage contained in said lot bears to the total square footage of all lots in the subdivision and any future addendums.

Payment of assessed dues and fees shall be mandatory, reserving unto the ASSOCIATION the right to enforce payment in accordance with its By-Laws, copies of which are to be furnished to each lot owner at Act of Sale, or upon request, which By-Laws may include the right to place a lien upon said lot.

Each particular lot owner's assessments shall be based upon the ratio of the square footage area contained in all lots.

In the event a lot is owned by more than one person, or entity, only one membership shall be required, and only one assessment of dues and/or other assessments approved by the ASSOCIATION shall be applicable.

## **XVII. PROHIBITED USES, ACTIVITIES, AND NUISANCES**

Except for the necessary activities of the DEVELOPER, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling, or upon the common areas:

(a) No noxious or offensive trade or activity shall be carried on or 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.

(b) 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 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, and are not allowed to roam unaccompanied and unleashed in the subdivision. Pets shall be inoculated as may from time to time be required by law.

(c) 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 periods of new construction, remodeling and/or renovation of any improvements located upon any lot. Once construction is commenced, there shall be no lapse of same in excess of thirty (30) days, and no construction shall be undertaken for any period in excess of one (1) year.

(d) No junk vehicle, commercial vehicle, truck in excess of one ton capacity, mobile home or house trailer, 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 lot, 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 a lot, nor (except for bona fide emergencies) shall the repair or extra-ordinary maintenance of automobiles or other vehicles be carried out thereon; 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.

(e) 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.

(f) 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.

(g) No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil, or other hydrocarbons, minerals, gravel or earth.

(h) Operation of any boat in any canal area in any manner which results in pollution or discharge of any illegal substance into the waterways of said canal is expressly prohibited, and said vessel owner specifically agrees to indemnify and hold harmless the ASSOCIATION from all claims for liability and/or clean up of any such illegal or prohibited discharge.

### **XVIII. COMMON AREA**

DEVELOPER has set aside certain areas to be transferred to the ASSOCIATION, including without limitation, certain of the canals, excluding Minor's Canal, and an entrance area, all of which areas are for the benefit of the lot owners in the development, and any future addendums. DEVELOPER has previously obtained from various other property owners a servitude of passage for the benefit of lot owners and guests in the development over those portions of Minor's Canal, which up to the Intracoastal Canal, it does not own. In connection with the use by lot owners and guests of the common areas and/or Minor's Canal the following rules shall be strictly observed, and violation of same shall result in the loss of privilege to use such areas.

(A) Waterways are to be used for navigational purposes only. Recreational activities such as swimming, water skiing, hydroplaning, and other such similar activities are expressly prohibited. Users shall not use Minor's Canal to access any property of any adjoining landowner without said landowner's consent.

(B) Watercraft shall be operated at idle speeds on canals within the interior of the development, and shall be operated without wake on those portions of Minor's Canal posted as such. Reckless or dangerous operation of any watercraft is expressly prohibited.

(C) Operation of watercraft on the waterways and canals in or adjacent to the subdivision while under the influence of alcohol, or controlled dangerous substances is expressly prohibited.

(D) No vessel or watercraft shall be moored in the canals in any manner which impedes navigation by other vessels. No vessels or watercraft of an unseaworthy or deteriorated condition shall be permitted to remain moored or docked. Vessels may be moored to any bulkhead or walkway which adjoins the rear line of a lot, provided, however, that mooring of any vessel to any permitted structure which extends into any canal more than four (4') feet shall be expressly

No vessel or watercraft in excess of eighteen (18') feet in width shall be permitted to be moored in any canal common area.

Notwithstanding anything to the contrary contained herein, the following provisions shall only apply to Lots 55, 56 and 80, all in Block 3.

- 1) No vessels having a length greater than the width of the lot adjacent to the man made canal shall be permitted to be moored in said canal.
- 2) Owners may elect to dredge a slip into their respective lots to accommodate larger vessels provided that same be fenced for safety along any adjacent lot line.

(E) All permitted boat houses or docks, as well as required bulkheads, shall be maintained in a clean and trash free condition, and in a reasonable and sightly state of repair. No debris, garbage, or fish, or animal carcasses, petro chemical products, paint, or other hazardous materials, shall be deposited from said lot, its dock or boat house into the waters of the canal, including Minor's Canal.

Rules and regulations for the implementation of the above restrictions may be developed and enforced by the ASSOCIATION, and maintenance and care of any common areas shall be the responsibility of same.

#### **XIX. LOT MAINTENANCE**

Each lot owner shall be responsible to maintain at all times his or her, or its lot free from rubbish, trash, garbage, or other waste, it being expressly understood that the accumulation of such, except in appropriate containers picked up on a regular basis, is expressly prohibited.

#### **XX. GRASS CUTTING**

DEVELOPER or the ASSOCIATION, in the event lot owner fails to maintain same, or fails to cut the grass, may at lot owner's expense, undertake to clear same and to create a lien on the lot to secure repayment of the costs of said maintenance.

#### **XXI. STREETS**

The streets more particularly shown on the plat of Phase 3 of Waterproof Plantation Estates Subdivision are hereby specifically dedicated as servitudes of passage for the benefit of the residents and their invitees, and for the use of any governmental agency providing support services to the residents of said subdivision.

## **XXII. VIOLATIONS**

In the event of any violation or attempt to violate any of the covenants or restrictions herein provided, it shall be lawful for DEVELOPER, the ASSOCIATION, or any entity, person or persons owning any lots in this subdivision, or any utility company owning utility facilities in any utility or street easement, to prosecute any proceedings at law, or in equity against a person or persons violating or attempting to violate such covenants or restrictions, either to prevent him or them from so doing, or to recover damages for such violations.

## **XXIII. AMENDMENTS**

Any and all of the covenants, provisions or restrictions set forth herein, with the exception of those set forth under Articles V, VI, X, XVI, XVII, XVIII, and XIX, may be amended, modified, extended, changed or canceled, in whole or in part, by a written instrument signed and acknowledged by the owner or owners of over fifty (50%) percent in square foot area of the lots in this subdivision, as the same may be altered, enlarged or extended, and the provisions of such instrument so executed shall be binding from and after the date it is duly filed for record in the Conveyance Records of the Parish of Terrebonne, State of Louisiana. The covenants, restrictions and provisions of this instrument shall be deemed covenants running with the land and shall remain in full force and effect unless and until amended or canceled as authorized hereinbefore.

## **XXIV. MODIFICATION**

There is reserved unto the Architectural Control Committee, the right to modify a sideline or set back restriction, if in the opinion of the Committee, the failure to do so would result in an undue hardship to a lot owner and would not compromise the overall esthetic or safety implications of said restrictions.

## **XXV. SEPARABILITY**

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions, or any part thereof as set forth herein, but they shall remain in full force and effect. In the event of a violation of a restriction by any lot owner, a failure to enforce said particular restriction against said particular lot owner, shall not operate to nullify any such restriction, or restrictions, insofar as it bears upon or against any other lot or lot owner.

## **XXVI. SIDEWALKS**

Upon construction of residential improvements on a lot, each lot owner shall be required to cause to be constructed concrete sidewalks according to grades and specifications of DEVELOPER'S engineer. Each required sidewalk shall be constructed on four (4") inch thick concrete to a width of three and one-half (3 1/2') feet wide and shall be located immediately in front of and adjacent to the front property line of each lot, except that in the case of corner lots, an additional sidewalk meeting the above specifications shall be constructed immediately in front of and adjacent to the side property line adjacent to the side street line.

## **XXVII. SIGNS**

No sign of any kind, except one professional sign of not more than five square feet, (5 sq. ft.), advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period shall be displayed to public view.

## **XXVIII. PARKING OF AUTOMOBILES**

The streets of this subdivision are primarily for the benefit of the residents thereof, and no resident may use the same for the purpose of parking commercial vehicles, old or abandoned automobiles, or any other purpose of a semi-commercial nature. No motor home or camper type vehicles shall be parked except in the rear or on driveways, and in case of driveway parking, no nearer to the front lot line than the front sill line of the home.

## **XXIX. GRADING AND DRAINAGE**

The grade and general drainage pattern has been set in the subdivision by the DEVELOPER and shall not be altered in any case, except that individual lot owners may put additional fill on their respective lots, provided, however, that such fill shall be placed in such a manner so as not to alter the grade and drainage pattern established for the subdivision by the DEVELOPER, and in no case shall any lot be graded in such a manner as to permit drainage from that lot onto adjacent side lots. Gentle swales along said lot lines are permitted to allow drainage to the street in front of the lots. The lot owner is not prohibited from terracing around the main building a reasonable distance, or terracing for flower beds.

## **XXX.**

DEVELOPER has caused to be constructed, a boat launch together with parking area, all as is more particularly shown on the plat above identified. This boat launch and parking area is

for the sole and exclusive use of owners of lots in each phase of the development. Owners may not permit parties, other than members of owner's household, to use the launch and parking area unless owner is personally conducting the launch and boarding and departing on such launched vessel. Owner is expressly forbidden to grant permission to guests or other outsiders for the use of said facilities.

DEVELOPER will transfer this facility to the ASSOCIATION, who will establish all rules and regulations pertaining thereto, and with which rules and regulations, each lot owner, in all phases of the development, will be required to comply.

THUS DONE AND PASSED in my office in Houma, Louisiana, on the day, month and year hereinabove first written, in the presence of the undersigned competent witnesses, who hereunto sign their names with said appearer, and me, Notary, after a reading of the whole.

WITNESSES:

Bonnie M. Sanchez  
Maria F. Bras

TALBOT INVESTMENT  
COMPANY, L.L.C.

BY: 

BYRON E. TALBOT, JR., MANAGER

Edo M. Talbot  
NOTARY PUBLIC