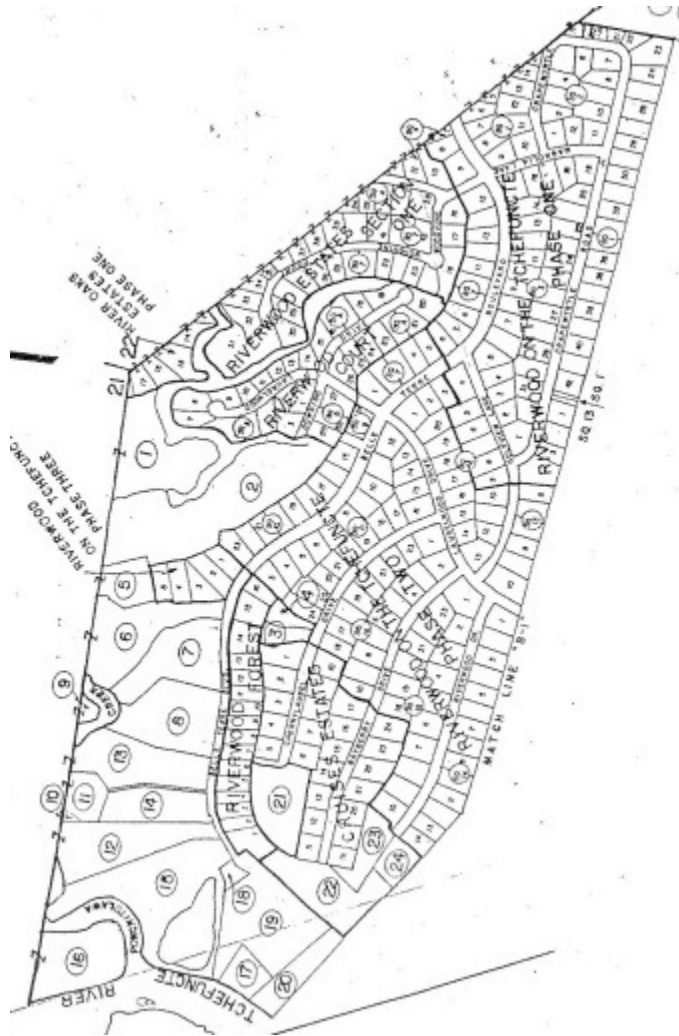


# Riverwood on the Tchefuncte Covenants



## Cruise Estates Subdivision

File #492B Map/Plat Jan 26, 1976/Feb 19, 1976



Restrictive covenants to run with each title:

“Each lot will have not more than one dwelling and no mobile homes or trailers. No dwelling may occupied before sewer and water system are installed and meet the approval of the state board of health and the St. Tammany Police Jury.

Construction of any nature is prohibited in parish drainage or street easements. Not noxious or offensive activity shall be carrier on upon any lot. Nor shall anything be done thereon which may be, or may become, an annoyance to the neighborhood, particularly the use of lots as dumps and junk car storage.

The minimum finished floor elevation in this area, which is subject to inundation due to periodic flooding is 10.0' M.S.L. No driveway culvert will be installed until size requirements meet the approval of the Parish Department of Planning and Engineering or Police Jury.”

## Riverwood Court

File #398A Map/Plat Jan 30, 1975



Dedication:

“Streets dedicated to the Parish”

General Notes:

1. This subdivision was previously referred to as Riverwood Estates Addition – Phase 1 on plans by Adloe Orr Consulting Engineers, Inc.
2. Acreage to limits of original property line of Riverwood Estates Addition-Phase 1 = 17.66 acres. Acreage to top of bank on east side of Riverwood Court~15.66 acres.
3. Length of streets = 2130 ft.
4. 5.3 Typical for indication of ground elevation in Mean Seal Level.
5. All slabs are to be built at elevation of 10.0' or more above Mean Sea Level.

### COB 747 folio 564 – Restrictive Covenants:

January 8, 1975

... Who declared that Riverwood Estates, Inc. is The owner or a subdivision known as Riverwood Court Subdivision,...

Lots 1 through 19, Square A, Riverwood Court Subdivision and lots 20 through 29, Square B, Riverwood Court subdivision.

Appearer declared that in order to make the above described property more desirable for prospective purchases and in order to protect the investment of appearer, its successors, assigns and/or transferees, appearer hereby places the following restrictions on each of the lots which are shown on plat of said subdivision prepared by Gerald B. Dunn, Registered Land Surveyor , dated January 10, 1975.

## SECTION 1 – DEFINITIONS (skip definitions)

## SECTION II – GENERAL CHOOSE

No building shall be erected, reconstructed, moved or structurally altered on any lot in the Riverwood Court Subdivision except in accordance with the provisions hereof.

## SECTION III – LAND USE

**The lots in the Riverwood Court subdivision and the buildings constructed thereon may be used only for the following purposes:**

(A) The construction and occupancy thereof of single family dwellings, together with the construction of accessory buildings, including garages, and use his customarily incidental thereto when located on the same lot. The main building must be constructed prior to the construction of any accessory building.

(B) Parks, playgrounds and community buildings owned and operated by Municipal, State or Federal Agencies, including any buildings constructed by Riverwood Court Subdivision in connection with management of Subdivision.

(C) Libraries, public or private.

(D) Private recreational uses such as tennis courts, swimming pools, etc., operated exclusively for private use and not for commercial purposes.

(E) Churches and temples.

(F) Private gardens, truck gardens and nurseries only when plants, flowers and produce are not offered for sale.

(G) Home occupations:

No lot may be subdivided and not more than one main building may be erected on one a lot. The use of any lot for any purpose other than the erection of a single family dwelling (and specifically the use of any lot for a church site) must be approved in writing by the Board of Directors of Riverwood Estates Inc., its successors and assigns.

## SECTION IV – APPROVAL OF BUILDING PLANS

Prior to beginning the construction of a residence, garage, fence or other structure, the owner shall submit detailed plans and specifications of the proposed building or structure to Riverwood Estates Inc. for the written approval and no work shall be permitted on the building, garage, fence or other structure until such written approval is received.

*(Read the original copy of covenants for additional information on approval of building plans.)*

## SECTION V – MINIMUM FRONT, SIDE AND REAR YARDS

Minimum front setback line shall be as shown on the recorded plat of Riverwood Court Subdivision, St. Tammany Parish, Louisiana, prepared by Gerald B. Dunn, Registered Land Surveyor, dated January 10, 1975. The minimum home side in rear lines shall be 10 (10 ") feet, unless otherwise shown on the plat. The sideline restriction shall not apply to a detached garage or other outbuilding located 100 (100') feet or more from the front property line, which garage or outbuilding shall not be nearer than five (5') feet to the rear of any side lot line. For the purpose of these restrictions, steps, carports and open porches shall be considered part of the building or structure.

## SECTION VI – DWELLING COST, QUALITY, HEIGHT AND SIZE

*(Read the original copy of the covenants for the details of this section, which set the minimum value and square footage, height, etc., of any dwelling to be constructed on the property.)*

## SECTION VII - MISCELLANEOUS

### 1. FENCES:

Fences must conform generally to the design and architecture of the dwelling to be enclosed and plans showing location and details fences must be approved by the Riverwood Estates, Inc.'s Architectural Control Committee. The Architectural Control Committee shall have the right to prohibit any fence in the front yard area or to fix the maximum height of such fences, provided that such prohibition or limitation must be adopted prior to the erection of any fence enclosing a front yard area.

### 2. GRADE OF SITE:

The grade of lots is not to be raised or lowered by an individual owner so as to adversely affect an adjacent property owner or owners in the same square.

### 3 . EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities or reserved as shown on the recorded map. Riverwood Court Subdivision shall have the right to require that all such servitudes and easements be kept unfenced and cleared and Riverwood Court Subdivision shall have access thereto for installation and maintenance of any and all utility services.

### 4. NUISANCES:

No noxious or offensive activity shall be carried on, on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other owners in the subdivision.

## 5. TEMPORARY STRUCTURES:

No structure of a temporary nature, tent, trailer, shack, barn, or other outbuilding shall ever be used or allowed to remain on any property in this subdivision for residential purposes, temporarily or permanently, except that a garage or outbuilding maybe occupied by servants of the owner.

## 6. SIGNS AND ADVERTISING:

(A) No advertising displays are sign shall be permitted on any lot except:

- (1) a sign offering said property for sale or rent, the maximum size of said sign to be not larger than 5' x 5' and
- (2) a professional sign not larger than 4" x 18" indicating that the occupant of any dwelling is engaged in a professional occupation, such as a physician, surgeon, dentist, lawyer, clergyman or similar professional occupation.

(B) no truck, trailer, automobile or other commercial vehicle, having exposed thereon any advertising material, display, or sign, shall not be stored or parked on any street in the subdivision, except when making deliveries.

## 7. LIVESTOCK AND POULTRY:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in the subdivision, except dogs, cats and other household pets, provided they are not, bred or maintain for any commercial purpose.

## 8. MAINTENANCE OF LOTS:

In case of the failure of any owner to maintain his lot and sidewalks appurtenant thereto in a neat condition, the Board of Directors reserves the right to cause said lot or lots and sidewalks to be serviced and maintained in to charge the cost thereof to such owner.

## 9. RESERVED AREA:

The reserved areas shown on the map or reserved by Riverwood Estates, Inc. for whatever purposes Riverwood Estates, Inc. may elect to use such areas and nothing herein shall be construed as prohibiting the use of such areas for private parks, playgrounds, school or church sites, commercial sites, or for the future subdivision of lots in the construction of canals, yacht basin's, or any other purpose and these restrictions shall not apply to such areas. It is the intent of Riverwood Court Subdivision, however, to establish adequate and necessary restrictions on any future development of the reserved areas so that such development will not adversely affect the lots in the subdivision.

## 10. Sewerage Disposal:

No individual sewerage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Board of Health for the State of Louisiana in the Parish of St. Tammany, Louisiana, are other cognizant authority, and approval of such systems, before and after installation, shall be obtained from such authority and from Riverwood Estates, Inc.

#### 11. GARBAGE AND REFUSE DISPOSAL:

Each dwelling owner in this subdivision shall be required to install a garbage receptacle of approved design, and of sufficient capacity to take care of the garbage cans use by said dwelling. The receptacle shall be installed underground and shall have a neat cover flush with the surface. No garbage cans are to be exposed on the street or sidewalk in front of a dwelling.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other refuse and no rubbish, trash and no burning or burying of any rubbish, trash, garbage or other refuse shall be permitted in this subdivision.

#### *SECTION VIII - EXCEPTIONS*

The Board of Directors of Riverwood Estates, Inc. may, by special permit and subject to such protective conditions as it may deem necessary, authorize the location, extension or structural alteration of any residential building in an area where it is prohibited by these restrictions, and may authorize a reduction in the required square foot area of any dwelling, and may authorize the use of an accessory building for home occupations provided:

(1) That the cost of the main building in the required square foot area of such dwelling a not be reduced but that 50% of the square-foot area of porches, carports and other attached buildings may be counted in computing the square-foot area of any dwellings.

(2) That no exception may be granted unless and until a public hearing has been called in at least five days notice thereof has been given at their last known address to all owners of property within Riverwood Court Subdivision. At such hearing any such owner shall have the right to present such objection is he may desire to the proposed exception.

Thereafter the Board of Directors of Riverwood Estates, Inc. may grant the exception requested within the limitations set forth above and subject to such other restrictions as it may attached thereto, but the Board of Directors shall not be required to grant any exception and its decision with respect thereto shall be final and on appealable.

#### *SECTION IX - DURATION OF RESTRICTIONS, ENFORCEABILITY AND INVALIDITY*

The covenants set forth herein are intended to run with the land and are to be binding on the purchaser herein and all owners of lots in said subdivision for a period of 20 years from the date of these covenants are recorded, after which time said covenants shall be automatically

extended for successive periods of 10 years, enlisting instrument signed by two thirds of the then owners of all of the lots in the subdivision has been recorded, agreeing to change said covenants all in whole or in part.

Enforcement shall be by proceedings at law against any person or persons violating or attempting to violate any of the covenants either to restrain violation or recover damages.

Invalidation of any one or more of these covenants by judgment or order of any court of competent jurisdiction shall in no wise affect any of the other provisions here of which shall remain in full force and effect.

#### SECTION X - SUCCESSORS AND ASSIGNS

Any reference to Riverwood Court Subdivision, Riverwood Estates, Inc., or the Board of Directors of a Riverwood Estates, Inc., in these restrictions shall be applicable to the successors and assigns of Riverwood Estates, Inc. and the Board of Directors of any such successor or assignee.

#### SECTION XI - EASEMENTS AND/OR SERVITUDES

The following shall be in accordance with the plat of survey prepared by Gerald initial B. Dunn, Registered Land Surveyor, dated January 10, 1975:

- (1) also rich and utilities and servitudes shall be of the size and in accordance with the above mentioned plat of survey and
- (2) all servitudes for drainage and/or any other purpose whatsoever shall be accordance with the above reference plan of subdivision.

This done and signed in my office in Covington, Louisiana on the 14th day of January, 1975...

## Riverwood Estates

File # 459A Map/Plat Aug 27, 1968



No Notes or Covenants on Map.

### Section One

Restrictions COB 749 folio 661 Feb 18, 1975

#### **PERSONALLY CAME AND APPEARED:**

ASSET MANAGEMENT, INC., herein represented by Lonnie L. Blanchard, duly authorized by a resolution of the board of directors of said corporation, a copy of which is annexed hereto and made part thereof, who declares that it is the owner of the following described property, to wit:

Lots 10 through 28 of Square 4,

Lots 16 through 43 of Square 7, being all the lots in in the subdivision known as Riverwood Estates Section One, in sections 22 and 37, Township 7 S. Range 11 E., St. Tammany Parish, Louisiana, as shown on a subdivision plan by J. J. Krebs & Sons, Inc., Dated May 7, 1973, a copy of which is annexed hereto and made part thereof.

#### SECTION ONE - DEFINITIONS:

*See a copy of the Restrictions for the Definitions of terms used.*

#### SECTION II – GENERAL PROVISIONS

No dwelling or accessory building shall be erected, reconstructed, moved or structurally altered on any lot in Riverwood Estates, Section 1, except in accordance with provisions herein.

#### SECTION III – RESIDENTIAL COVENANTS

## A. LAND USE

Lots in Riverwood Estates, Section 1, and the buildings constructed thereon may be used only for the following purposes:

1. Construction and occupancy thereof of dwellings, not to exceed 2 1/2 stories in height, together with construction of accessory buildings, including carports or garages for not more than three (3) automobiles, and uses customarily incidental thereto when located on the same lot.

A. Dwellings must be constructed prior to construction of any accessory buildings.

B. Accessory buildings must be constructed of the same material and shall follow the same exterior design as the dwellings.

C. No lot may be subdivided and not more than one (1) dwelling may be erected on one lot.

D. No mobile home shall be permitted on any lot.

2. Private recreational uses such as tennis courts, swimming pools, etc., operated exclusively for private use and not for commercial purposes.

## **B. COST, QUALITY AND SIZE OF DWELLING**

this section determines the minimum cost of the residence and minimum square footage. See restrictions for details.

## **C. BUILDING LOCATION**

1. No dwelling accessory building shall be erected or placed on any lot near to the front lot line or near to the side lot line then the minimum building setback lines in accordance with the Map described in Section I, Item A.

2. No dwelling or accessory building shall be erected or placed on any lot nearer than 30 feet to the front lot line or nearer than 30 feet to the side lot line on O'Connor a lot in accordance with the Map described in Section I, Item A.

3. No dwelling or accessory buildings shall be erected or placed on any lot nearer than 10 feet to any interior lot line nor shall any roof overhang or projection, including gutter, be less than 10 feet of any interior lot line in accordance with the Map described in Section I, Item A.

4. No dwelling or accessory building shall be erected or placed on any lot in violation of the rear setback line, which setback line shall be not less than 20% of the depth of the lot or less than 50 feet when Lot depth is in excess of 50 feet. The depth of a lot shall include any portion thereof within a canal.

#### D. EASEMENTS

Easements and/or servitudes for installation and maintenance of utilities in drainage facilities are reserved in accordance with the Map described in Section I, Item A, and are a width of 5 feet on all lots unless otherwise shown.

#### E. NUISANCES

Obnoxious or offensive activity shall not be permitted on any lot nor shall any activity be permitted on any lot which may be or may become an annoyance or nuisance to other property owners in Riverwood Estates, Section I.

#### F. TEMPORARY STRUCTURES

No structure of it temporary nature, i.e., tent, trailer, shack, barn, garage, or of the structure, shall be used are allowed to remain on any lot for residential purposes, temporarily or permanently, except that

A. A carport, garage, or other accessory building may be occupied by the usual domestic servants residing on the premises, and

B. The developers of Riverwood Estates, Section 1, may place a temporary structure near the entrance of Riverwood Estates, Section 1, for sales, construction, or other purposes deem necessary until all lots are sold.

#### G. SIGNS AND ADVERTISING

1. No sign of any kind shall be displayed for public view on any lot except a sign of not more than 5 ft.<sup>2</sup> advertising the property for sale or rent our signs use by a buildup to advertise the property during the period of construction and sale.

2. No automobile, boat, Or, trailer, truck, or other commercial vehicle having exposed thereon any advertising material, display, or sign shall be stored or parked on any street in Riverwood Estates, Section 1, except when making deliveries.

#### H. LIVESTOCK AND POULTRY

1. No animals, livestock, or poultry of any kind shall be raised, bred, are kept on any lot except the dogs, cats, and/or other household pets may be kept provided they are for household pets and not for commercial purposes.

2. No animals, livestock, or poultry of any kind, including dogs, cats, and/or other household pets shall be allowed to freely roam in Riverwood Estates, Section 1.

#### I. FENCES

1. Fences must conform generally to the design and architecture of the dwelling to be enclosed and plans showing location and detail offenses must be submitted to and approved by the Architectural Committee prior to the erection of any fences.
2. The Architectural Committee shall have the right to prohibit any fence enclosing a front yard like to fix the maximum height of such fences provided that such prohibition or limitation is adopted prior to erection of any fence enclosing a front yard.
3. Fences enclosing a front yard and extending between properties shall be of redwood, cedar and/or brick and shall be no higher than 6 feet.
4. Fences at the water age shall be no higher than 4 feet.

#### J. GRADE OF SITE

Grade of lots is not to be raised or lowered by any property owner so as to adversely affect adjacent property owners in the same square.

#### K. SITE DISTANCE AT INTERSECTION

1. No fence, wall, hedge, or shrubbery which obstructs sight lines and elevations between 2 feet and 6 feet above 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 25 feet from the intersection of street property lines or, in the case of rounded property corner, from the intersection of the street property lines extended.
2. The same sideline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement.
3. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

#### L. MAINTENANCE OF LOTS

Each property owner is responsible to maintain his lot (s) and curb (s) appurtenant thereto in a neat condition. In the event of failure to do so, the Architectural Committee wrote reserves the right to cause said lot (s) and curb (s) appurtenant thereto to be maintained in to charge the cost for such maintenance to the property owner.

#### M. LAND NEAR WATER EDGE

No dwelling or accessory building shall be erected or placed, nor shall any material or refuse be placed or stored, on any lot within 20 feet of any water age of any open water course, except that clean fill may be placed or stored near a provided that the natural water course is not altered or blocked by such fill.

## N. EXTERIOR LIGHTING

Spot or floodlights may be installed on cars of residences provided lights do not point higher than fifty-five degrees (55 degrees) down from the roof line.

All other exterior lights shall be approved by the Architectural Control Committee.

## O. PRIVATE RECREATIONAL VEHICLES

No private recreational vehicles such as boats, buggies, campers, trailers, and trucks shall be stored, parked, or allowed to remain on any lawn, driveway, or street, temporarily or permanently, nor shall any such vehicle be stored, parked, temporarily or permanently, except that a carport, arise, or other accessory building may be used as storage for such private recreational vehicle.

## P. CONFLICT WITH OTHER RESTRICTIVE COVENANTS

Nothing in these Restrictive Covenants shall be construed to minimize, lessen, or reduce the minimum requirements of St. Tammany Parish but rather, in case of conflict between these Restrictive Covenants and the minimum requirements of St. Tammany Parish, greater or more stringent shall take precedence or government.

## SECTION IV – WATERFRONT COVENANTS

### A. DOCKS

1. Prior to the beginning construction of a dock, each property owner shall submit construction plans specifications to scale, prepared by a registered engineer or architect, to the Architectural Committee for written approval based partly on compliance with the following provisions:

A. Width of docks shall be no more than six (6') feet past the land and water edge

B. Length of docks shall be no more than two-thirds (2/3) of the waterfront footage of each lot in accordance with the Map described in Section I, Item A.

C. Decking of docks shall meet concrete or pressure-treated lumber space not more than 1/16 inch between each strip.

D. Pilings of docks shall be concrete or pressure-treated lumber with about size of 10 inches (10") and sunk a minimum of 2 feet (2') in the ground for every 1 foot (1') above soil level.

E. Pilings of docks to the waterside shall be space no more than 8 feet (8') apart from center to center.

F. Pilings of docks to the land side shall be space no more than 12 feet (12') apart from center to center.

G. For every two (2) pilings to the land side, there shall be a tie – back piling which shall be no less than 10 feet (10') long and no closer than 12 feet (12') to the dock.

H. The above provisions may be changed or altered by the Architectural Control Committee

## B. BOAT HOIST AND LAUNCH FACILITIES

No boat hoist and launch facilities, including slings and fixed land lifting/launching devices, shall be permitted on any lot or dock.

## C. BOAT REPAIRS

No refinishing, engine overhaul, or light or heavy boat repair work shall be permitted on any lot except for day-to-day, routine maintenance of boats in the water.

## D. BULKHEADS

1. With the exception of Lots 31 and 32 in Square 7, no bulkhead of any kind shall be permitted at the land and water edge of any lot and less approved by the Architectural Control Committee.

2. In the event the Architectural Control Committee deems necessary the prevention of erosion, each child develop or prove an erosion prevent up such as a "Gobbie Mat" are other suitable method, possibly including the highest grade of bulkhead, acceptable to a registered engineer or architect with experience in the field, which decision by the Architectural Committee shall be final.

## E. CANALS

1. The Subdivision plan identified in Section I, Item A refers to existing canals (referred to as "Exist. Canal" as shown on said plat), which canals are located generally at the rear or side of every lot in the subdivision except Lots 16 and 17 of Square 7 but have no canal frontage.

2. Although the lot boundaries include a portion of the canals, each lot in this Subdivision (except said Lots 16 and 17 of Square 7) is granted and shall enjoy a perpetual servitude of right-of-way, passage in use of said canals for the entire length and width of said canals, subject to the other provisions of these restrictive covenants that might have affected upon these canals (e.g. docks and the succeeding paragraph).

3. The Architectural Control Committee shall have the right to make rules and regulations with respect to the use of said canals, which rules and regulations and any amendment thereto shall be mailed to each lot owner and his last known address. All lot owners shall be bond by said Rules and Regulations.

4. The developer, Asset Management, Inc. shall have no responsibility for the maintenance of said canals.

## SECTION V – RESIDENTIAL STREET LIGHTING

1. 2. The street lighting charge by Cleco in effect as of the date of these restrictions is as follows, which charges are subject to change by Cleco, to-wit:

"The Net Monthly Bill shall be an amount computed under the Residential Electric Service rate schedule for service furnished during the current month plus an additional charge of \$0.75 per month per customer in the fuel cost adjustment applicable to energy furnished for lighting service hereunder."

## SECTION VI – ARCHITECTURAL CONTROL COMMITTEE

### A. MEMBERSHIP

The Architectural Control Committee (sometimes called Architectural Committee) is composed of

(1) Remus Hébert, (2) Lonnie L Blanchard, (3) Gus the. Baldwin, III.

In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after 2/3rds of the lots in this Subdivision have been sold to individual purchasers, the then record owners of the majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee.

## SECTION VII – APPROVAL OF BUILDING PLANS

A. Prior to beginning construction of a dwelling, accessory building, carport, garage, fence, or other structure, each property owner shall submit construction plans, specifications, and plot plans of the proposed structure to the Architectural Committee for written approval as to quality workmanship and materials; harmony of external design existing structures; location with respect to topography and finish grade elevation; and general overall appearance and design and no work shall be permitted on the proposed structure until such written approval is received from the Architectural Committee.

1. The approval of all structures in Riverwood Estates, Section 1, will be based on the provisions of these Restrictive Covenants and on the approval of such construction plans, specifications, and plot plans by the Architectural Committee.

2. Approval or disapproval by the architectural committee shall be in writing and shall be given within 30 days after receipt of construction plans, specifications, and plot plans after which the

property owner shall be probably notified of such approval or disapproval. 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 in the related covenants shall be deemed to have been fully complied with.

## VIII – EXCEPTIONS

A. The Architectural Committee may, by special permit and subject to such protective conditions as it may deem necessary, authorize the erection, reconstruction, move, or structural alteration of any dwelling or accessory building in an area where prohibited by these Restrictive Covenants, may authorize reduction in the required square foot area of any dwelling or accessory building:

1. The total side yard may not be reduced to less than 30% of the width of the lot and the dwelling may not be located closer than 10 feet (10') from any side lot line

2. The front yard may not be to reduced to less than 30 feet (30') except that

A. In the case of an irregular shaped lot where the required front yard setback may be impracticable, the Architectural Committee may authorize reduction in the front yard setback to a minimum of 25 feet and

B. The Architectural Committee may authorize extension into the front yard of open, unenclosed paved terraces, porches, and patios.

3. An accessory building may be constructed prior to construction of the dwelling only of said building would not impair values of adjoining properties in such construction is approved by the Architectural Committee.

4. No exception may be granted unless and until a public hearing has been called and at least five (5) days notice thereof have been given to the last known address of all property owners in Riverwood Estates, section 1, and which hearing any property owner shall have the right to present such objection to the proposed exception as he may desire.

5. The Architectural Committee may grant any exception requested within limitations set forth above, subject to such other restrictions as it may attach thereto, but the Architectural Committee shall not be required to grant any exception and decision of the Architectural Committee with respect thereto shall be final and on appealable.

## SECTION IX - DURATION OF RESTRICTIONS, ENFORCEABILITY AND INVALIDITY

A. Restrictive Covenants set forth herein are intended to run with the land that are to be binding on purchases herein and on all property owners in River water states, section 1, for a period of ten (10) years from the date on which these Restrictive Covenants are recorded, after which time said Restrictive Covenants shall be automatically extended for successive

periods of ten (10) years unless an instrument agreeing to change said Restrictive Covenants, in all or in part, signed by two - thirds (2/3) of the property owners of all the lots in Riverwood Estates, section 1, has been recorded.

B. Enforcements of these Restrictive Covenants shall be by proceedings at law and equity against any person or persons violating or attempting to violate any of these Restrictive Covenants either to restrain violation or recover damages.

C. Invalidation of any one or more of these Restrictive Covenants by judgment or owner of any court of competent jurisdiction shall in no wise affect any of the other provisions thereof which shall remain in full force and effect.

Filed for record February 24, 1975

**As Amended COB 762 folio 510 August 11, 1975**

**Further Amended COB 800 folio 346 September 20, 1976**

**Amendments to Restrictive Covenants of Riverwood Estates Subdivision, Section I**

**COB 983 folio 646 August 27, ????**

Appears, hereinafter named and undersigned, do by these presents, amend SECTION IV - WATERFRONT COVENANTS; E. CANALS paragraph 2, to read as follows:

#### **E. CANALS**

2. Although the lot boundaries include a portion of the canals, each lot in this subdivision (except said Lots 16 and 17 of Square 7) and Lots 32 through 40, Riverwood East Subdivision, Phase I, in accordance with the plat of Ned R. Wilson, a Land Surveyor, dated June 26, 1980, in the undeveloped portion contiguous to the existing canal is shown on the survey of Ned R. Wilson, dated July 27, 1978, and the lots there on that baby developed are granted and shall enjoy a perpetual servitude right-of-way, passage in use of said canals for the entire length and width of said canals, subject to the other provisions of these restrictive covenants that might have affected upon these canals (e.g., DOCKS, and the succeeding paragraph).

## Riverwood Forest

File # 78D    Map/Plat    Jan 4, 1968



### Notes & Covenants:

"Building setback lines shall be 25' Front, 12.5' for rear and sidelines.

Sewerage, drainage and utilities easement, width as shown (on map)

The foregoing shall be covenant running with each title and reference shall be made thereto in each title."

No of lots: 10                  Number of 5qs: 1

Type of Road, Aggregate (Existing)                  Length of roadway: 1,830 lin ft or 0.34 mi.

**2600978                  January 27, 1969**

*Beginning of this section contains a Surveyor's description of the exterior lines of this development.....*

Appears to clear that in order to make the above described property more desirable or prospective purchasers and in order to protect the investments of appears and their heirs and assigns. Appears hereby place these restrictions and covenants on all lots in the said subdivision would said restrictions or to run with the lamb and chilled beef servitudes and all of the lots in said subdivision in favor of each and every lot and parcel thereon, for a period of 25 years from date hereof, after which time the said covenants shall be automatically extended for excessive period of 10 years, unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to a change in whole or part.

Invalidation of any of these covenants by Court Judgment shall in no way affect any of the other provisions, which shall remain in full force and effect, as follows:

1. Capital land-use and building title.

No lot shall be used except for restrictive purposes.

## 2. DWELLING COST

No dwelling shall be permitted on any lot at a cost of less than \$20,000 who looks exciting when is this more stuff from bed numbers and based upon the cost levels prevailing on the date these covenants are recorded, it may be the intention and purpose of the covenant to assure that all dwelling shall be of the quality of workmanship and materials substantially the same or better than that which can be produced on the date of these covenants are recorded at the minimum cost stated herein on the minimum permitted dwelling.

## 3. BUILDING LOCATION

No building shall be located on any lot nearer to the front line are near to the sideline and the rear set back line as shown on the official plat of said subdivision by Robert A. Berlin, Surveyor dated January 4, 1968 and on file in the office of the Clerk of Court for the Parish of St. Tammany. In any event, no building shall be located on a lot nearer than 25 feet to the front line are 12 1/2 feet from any rear our sideline.

For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

## 4 . NUISANCES

No noxious or offensive activity shall be carried on upon any lot, or shall anything be done there which may be gourmet become an annoyance or nuisance to the neighborhood.

## 5. TEMPORARY STRUCTURES

no structure of a temporary character, trailer, basement, tent, shack, garage, barn are other outbuilding shall be used on any lot in any time as a residence either temporarily or permanently.

## 6. ENFORCEMENT

enforcement shall be by proceeding 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.

## 7. SIGNS

no signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than 5 ft.<sup>2</sup>, one sign of not more than 5 ft.<sup>2</sup> advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales..

## 8. LIVESTOCK AND POULTRY

no animals, livestock or poultry of any kind shall be raised, bred are kept on any lot, dogs, cats or other household pets may be Provided that they are not kept, bred or maintain for any commercial purpose.

## 9. 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 Insanitary containers. All incinerators or other equipment from storage or disposal of such material shall be kept in a clean and sanitary condition

*Filed for record February 10, 1969*

## Riverwood on the Tchefuncte – Phase One

File # 147B Map/Plat July 30, 1960

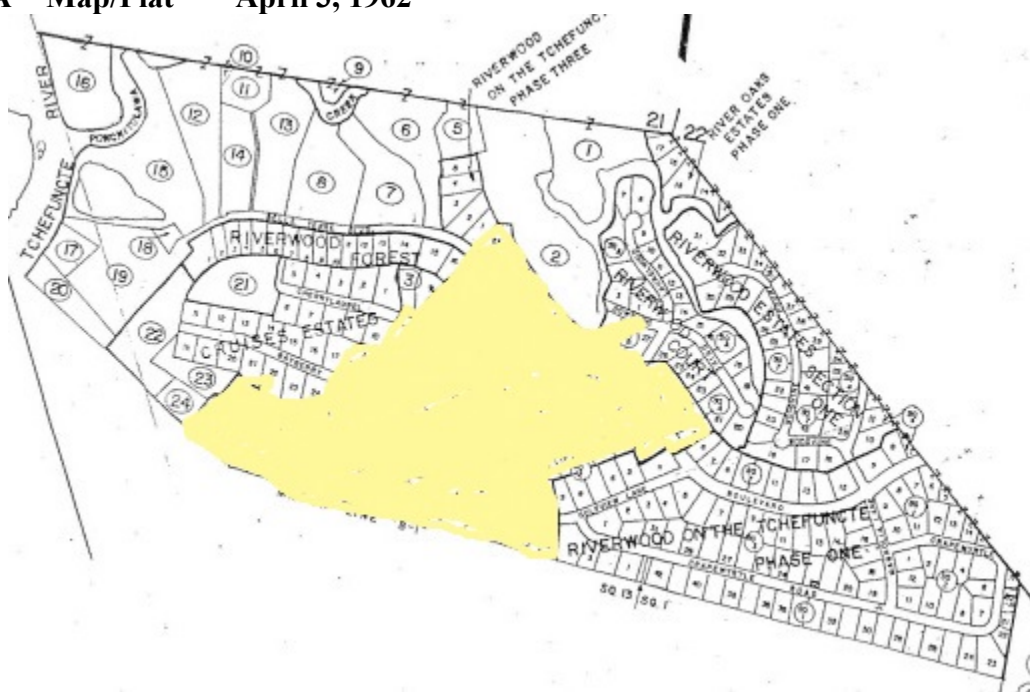


### General Notes:

“All rear and side lot lines are parallel, perpendicular, or or radial except where bearings are given”

## Riverwood on the Tchefuncte – Phase Two

File # 565A Map/Plat April 3, 1962



### Dedication:

“I hereby dedicate to the Parish of St. Tammany through the Police Jury of said Parish the streets ???on this plan as Public Throughfares.”

### Set Back Lines:

“The title to any lot may provide minimum building set back *(hard to read on plat.)*”

### Easements:

*(hard to read on plat)*

**File #11C (Supersedes File #396) Map/Plat Sep 15, 1962**

### Set Back Lines:

Revised *(hard to read on plat)*.

## **Riverwood on the Tchefuncte – Phase Two**

### **Bayou Villa Estates, Inc.**

**Property acquired and registered COB 287 folio 380 April 15, 1960;**

**Act of Dedication of Street 184722 COB 326 folio 708 July 18, 1962**

#### **The following streets:**

Laurelwood Drive  
Gulfview Drive  
Riverwood Drive  
Bayberry Drive  
unnamed street  
Cherry Laurel Drive  
Belle Terre Boulevard

### **Restrictive Covenants 184723**

**BE IT KNOWN, that on this 27th day of the month of June, in the year 1962,**

PERSONALLY CAME AND APPEARED...

**BAYOU VILLA ESTATES, INC.**, A corporation duly organized and doing business under the laws of the state of Louisiana, domiciled in the city of New Orleans, created by act before John G. Weinman, Notary Public, dated March 16, 1960, recorded in MOB 1976 folio 13, parish of Orleans,...

WHO DECLARED that said corporation is the owner of certain property described in exhibit quotation marks "A" in that part known as **Riverwood on the Tchefuncte., Phase II, annexed hereto and made part hereof, and at the Appear or intends to cause said property to be subdivided into buildings lots and streets.**

Appear a further declared that it will convey, from time to time, lots in said subdivision, by deeds containing restrictive covenants on the part of the purchasers, identical to the restrictive covenants hereinafter set forth, to the end that such restrictive covenants shall run with the land and be an essential part of each and every instrument under which property and said subdivision shall be acquired, to a enure to the benefit of each and every purchaser and/or holder of the title to land in said subdivision, and their respective heirs, the successors and assigns.

NOW, THEREFORE, appear or does declare that the restrictions hereinafter contained, shall, from the time of execution of this instrument affect, bear against and encumber, as a blanket encumbrance (and with the intent to bind all persons, firms and corporations, their respective heirs, administrators, executorys, successors or assigns, in whom title to any portion thereof shall be vested), all of the problem property described on said Exhibit "A", and which restrictions are the following, to-wit:

1. No lot shall be used for any purpose other than as site for a private residence for one family. No buildings a structure shall be erected, placed or permitted to remain on any lot

other than a private residence for one family, not more than two stories in height, and other than a private automobile garage and other similar appropriate outbuildings. Any residence, garage, fence, cooling tower, or other service facility, or of the structure are outbuilding to be erected on any lot shall be subject to the approval of the Architectural Control committee established in paragraph 80 and no such can shock should shall commence on any lot into laughter plans and specifications for the same shall have been approved by the Committee, in writing.

2. No resident shall be erected, placed or permitted to remain on any lot if if the cost of such a residence, together with the garage and other outbuildings, determined on the basis of cost levels prevailing on the date of execution of these restrictions, be less than say fifteen thousand dollars(\$15,000). The first or ground floor of the residents proper, exclusive of porches, breeze ways, garages and the like, show not be less than 1200 ft.<sup>2</sup>, exclusive of garage, for a one-story residence not less than 1000 ft.<sup>2</sup>, exclusive of of garage for a two-story residence.

3. The title to any lot may provide minimum building setback lines from the front blind and/or side lot line; provided however, that no residents are of the building, structure are construction or any nature or kind whatsoever shall be located on any lot near than 25 feet to the front line, near than 10 feet to any side lot line, nor narrow than 40 feet to the rear lot line. For the purpose of these restrictions, overhanging eaves will not be considered as part of the building, structure our construction.

4. No resident shall be erected, placed or permitted to remain on any lot having a width of less than 85 feet measured at the minimum setback line area no resident shall be erected, placed or permitted to remain on any lot having an area of less than 16,000 ft.<sup>2</sup>.

5. No noxious or offensive activity shall be carried on upon any lot nor shall anything eat Don thereon which may be or become an annoyance or nuisance to the adjoining properties, the owners thereof or the neighborhood in general.

6. No building, structure our construction of a temporary nature and no tent, trailer, basement, shack, barn or other out building shall be used as a dwelling on any lot in the time, either temporary or permanently. These restrictions shall not be construed, however, as for penning the maintenance of servants' quarters in the residence or any outbuilding thereof.

7. No sign of any kind shall be displayed pumping few on any lot except a sign indicating a professional occupation and being of not more than one square foot in area; except one sign having an area not more than 5 ft.<sup>2</sup> in area advertising the property in question for sale already; and except such appropriate sign our signs as baby use by builders are contractors to identify such builders or contractors with the construction then being undertaken.

8. An Architectural Control Committee is established in and by these restrictions....

In the event any vacancy should a car on such Committee as a result of death, resignation or otherwise the remaining members of such Committee shall have full authority to sit to designate and appoint a member to fill the vacancy on such Committee. The Committee may,

by a vote or two members thereof, designate a representative or representatives to act for it and in its behalf. Neither the members of the Committee nor any designated representative shall be entitled to any compensation for services performed pursuant to these restrictions. At any time the record owners of all of the lots Bayou Villa Estates may, by vote of the record owners of a majority of said lots any by a written instrument duly recorded, change the membership of the Committee are change, increase or diminish any of the powers or duties of said Committee.

The Architectural Control Committee shall have full right, power and authority, and the purchaser of every in Bayou Villa Estates, by such purchase, delegates to such Committee the full right, power and authority to approve all plans and specifications for the erection and construction of residences and outbuildings and for the erection of each and every other building, structure our construction of every nature or kind whatsoever to be erected, placed or maintained on the property subject to these restrictions and to approval of all plans and specifications for the alteration, remodeling or addition to the exterior of any building, structure, or construction situated upon any such lot in Bayou Villa Estates. The action of the Architectural Control Committee in approving or rejecting any plans and/or specifications shall be final and shall be binding upon the owner of the lot upon which such as construction is contemplated and the Committee shall have the full right, power and authority to enforce compliance with all the restrictions herein and hereby established. In order to enforce compliance with these restrictions the Architectural Control Committee is vested with the full right, power and authority to bring any action in its name against any person, firm or corporation owning a lot are lots subject to those restrictions, the said action to be brought in a court of competent jurisdiction, to be brought for the purpose of preventing a violation of these restrictions are for the purpose of acquiring compliance with these restrictions, by prohibitory or mandatory injunction, or both, all by such other action, either in equity or at law as the matter may require, including the right to bring suit for declaratory judgment for the construction of those restrictions in the event of any ambiguity.

The owner of any lot must cause the plans and specifications covering any construction to me made thereupon to be submitted to the Architectural Control Committee for approval before any building permit is applied far obtained. Any approval or disapproval of such plans are specifications I the Architectural Control Committee, as required by these restrictions, shall be in writing. In the event that the Committee shall fail to approve or disapprove any such plans or specifications within 30 days after same shall of been submitted to it, such plans and specifications shall be considered as having been approved by the Committee.

9. For the purpose of keeping the subdivision in an orderly condition, is the responsibility of the owner of each vacant residential lot to maintain the grass in a presentable condition; and in connection with such obligation, each vacant residential lot, and the owner thereof, is heir"s, successors and/or or assigns, shall be liable to and remain bound to the owners of the other lots in Bayou Villa Estates and/or to Bayou Villa Estates, Inc., its successors and/or assigns, for the necessary cost of maintaining the grass in presentable condition as follows:

(a) if the grass on the residential lot is not maintained in presentable condition in the opinion of the Architectural Control Committee of Bayou Villa Estates, Inc., after 15 days written

notice to the record owner of such lot, is authorized to have the grass on such lot placed in presentable conditions in such lot and the owner thereof, his heirs, successors and assigns shall be required to pay to Bayou Villa Estates Inc. the cost incurred by it in having the grass placed in presentable condition.

The payments for grass cutting herein provided for:

(1) Shall not exceed the sum of \$25 per residential lot in any one calendar year.

(2) shall fall due immediately upon Bayou Villa Estates Inc. cutting the grass and shall be, text and liquidated debt by residential lot itself and by each and every owner thereof, and any lot owner of Bayou Villa Estates Inc., its successors or assigns, shall have the right to institute and prosecute any legal proceedings for the use and benefit of Bayou Villa Estates Inc. and/or all other lot owners against any residential lot owner or owners, who are in default in making payments, to compel such payments

(3) shall constitute a lien against the residential lot in residence thereon, subordinate to any preexisting mortgage or mortgages.

10. No livestock or other animals or fowl of any kind shall be raised, bred or On any lot subject to these restrictions except the dogs, cats and/or similar animals may be To his household pets.

11. No lot shall be used or maintained as a dumping ground for trash, rubbish or garbage. Trash, rubbish, garbage or other waste shall be kept only enclosed sanitary containers. All incinerators or other equipment for the storage and/or disposal of such trash, rubbish, garbage or other waste shall be kept in a clean and sanitary condition, free of unsightly appearance and of noxious odors.

12. No shrub or other planting shall be placed or permitted to remain on any corner lot within the triangle area two sides of which are formed by the property lines abutting the two streets in the third line of which is formed by a line connecting such two lines at a .25 feet distant from the intersection of the side street lines, if such shrub or planting obstructs or obscures the view of traffic using such streets.

13. No automobiles, trucks, trailers or other vehicles and no boats or other items are objects shall be stored or parked on the property subject to these restrictions unless such be in the garage or carport provided therefor, and no automobiles, trucks, trailers or other vehicles and no boats are other items or objects shall be parked here kept overnight as a practice on the street in the front or on the side of the property. All automobiles owned by the occupants of each lot shall be parked in the driveway on such property shall not be parked near to the street then the setback line.

14 these restrictions are to be covenants running with each lot sold by Bayou Villa Estates Inc. in Riverwood on the Tchefoncté, Phase 2, and shall be binding upon and shall enure to the benefit of all such purchasers from Bayou Villa Estates Inc., and all persons claiming

under such purchases from the Bayou Villa Estates Inc., for a period of 25 years from the date here of, after which these restrictions shall be automatically extended and be remain binding for successive periods of 10 years each and less an instrument has been signed by the owners of the majority of lots subject to these restrictions terminating these restrictions in a whole or in part as of the end of the original are and extended period of making changes or amendments in or to these restrictions effective as of the end of the original or any extended period of these restrictions.

15 Enforcement of these restrictions may be had by proceedings at law or in equity brought by any owner or owners of any lot or lots subject to these directions and against any persons or persons of violating or attempting to violate these restrictions or failing to comply with any restrictions herein contained, whether to restrain any violation of these restrictions or to enforce compliance with any of these restrictions are to recover damages, as the case may be, and any or more of such remedies may be combined with any other such remedy or remedies.

16. In the event that any one or more of these restrictions shall be declared to be invalid by any final judgment or order of court, such shall not in any wise affect the validity of any remaining restrictions herein contained, which said it remaining restrictions shall continue in full force and effect. In the event that it should become necessary for any reason for any owner or owners of the lots subject to these restrictions to reuse subdivide such property so that the boundary lines of such properties, these restrictions shall, nonetheless applied to the property as re-subdivided. Nothing herein contained, however, shall permit the size of of any lot to be reduced beyond the minimum requirements set forth in Paragraph 4 herein above. The non-enforcement of these restrictions as to any or more persons shall not be construed as a waiver thereof, nor shall any such action be used as an estoppel against the bringing of any action to enforce these restrictions....

Filed for record July 18, 1962.

## Riverwood on the Tchefuncte – Phase Three

File # 369B Map/Plat Aug 8, 1972



### Dedication:

“I hereby dedicate to the Parish of St. Tammany through the Police Jury of said Parish, the street delineated on this plan as Public Throughfares”

### Set Back Lines:

“The title to any lot may provide a minimum building setback lines from front lot line and/or side lot line, provided, however, that no residence or other building structure or construction of any nature or kind whatsoever, shall be located on any lot nearer that 25' to the front lot line, nearer than 10' to any side lot line, nor nearer than 10' to the rear lot line for the purpose of these restrictions, overhanging eaves shall not be considered as part of the building structure or construction.”

The map is a detailed plat of Riverwood Estates, divided into several phases. A red arrow points to a specific lot in the upper right section, which is part of Riverwood on the Tcherungite Phase One. The map includes labels for 'RIVERWOOD ON THE TCHERUNGITE PHASE ONE', 'RIVERWOOD ON THE TCHERUNGITE PHASE TWO', and 'RIVERWOOD ON THE TCHERUNGITE PHASE THREE'. It also shows 'RIVER OAKS ESTATES PHASE ONE' and 'RIVERWOOD FOREST'. A 'MATCH LINE' is indicated at the bottom. The map is numbered with lot numbers and phase numbers.

## Properties Sold as Individual Lots (Not Developed)



**Riverwood, Inc.**

**File # 71C    Map/Plat    Nov 15, 1967**

**Revised    Nov 22, 1967**

**Revised    Nov 23, 1967**

**Revised    Dec 1, 1967**

**Revised    Dec 27, 1967**

No Notes or Covenants on the Plat (Map)

Kevin Bennett's Copy of Sale of a Subdivided portion of the property owned by Hank and Phyllis Stram contained the following:

“Purchaser does grant, create, dedicate and establish the following deed restrictions and restrictive covenant on the property transferred herein which shall constitute praedial servitudes, real rights and encumbrances upon the property transferred herein, which restrictions are as follows;

1. The immovable property transferred herein is restricted to no more than one (1) single family residence with appurtenant cabanas, garages, sheds and other out buildings appurtenant to each resident.
2. A fifty foot setback is hereby established along the easterly side of the immovable property transferred herein prohibiting the construction of the main residential structure outside of the building setback line, provided that cabanas, garages, sheds and other out buildings appurtenant to a residence may be constructed outside the building setback lines, subject to any setback restrictions which may be imposed by applicable zoning regulations at the time of construction.
3. The restrictions created and established herein shall be an encumbrance upon the immovable property transferred herein and shall be binding upon the purchaser, their heirs, successors and assigns for a period of ten (10) years from date thereof, and after the said ten (10) year period this restriction shall expire and terminate; provided that this restriction may be terminated, altered or amended prior to the end of the ten (1) year term by an instrument in writing signed by the then owner of the immovable property transferred herein.....”

*(missing the remaining restrictions)*