

2516 Connecticut Avenue  
Kenner, LA 70062  
Phone: 504-468-3656  
Fax: 504-464-1989  
Email: gmc70062@bellsouth.net

**GENERAL MAINTENANCE CORP.**

# Fax

**To:** Chuck @ Dammon Engineering      **From:** Jim Price  
**Fax:** 985-641-5950      **Pages:** 8 (including cover)  
**Phone:**      **Date:** June 6, 2007  
**Re:**      **CC:**  
 **Urgent**     **For Review**     **Please Comment**     **Please Reply**     **Please Recycle**  
• **Comments:**

BOAT House -

→ 16 1/2' - 0" MAX Height

→ No Enclosed Sides Allowed.

**MYRTLE GROVE MARINA SUBDIVISION  
DECLARATION OF COVENANTS,  
RESTRICTIONS AND SERVITUDES**

**STATE OF LOUISIANA  
PARISH OF ORLEANS**

**BE IT KNOWN**, that on this \_\_\_ day of \_\_\_\_\_, 2002,

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

**PERSONALLY CAME AND APPEARED:**

**CLL LIMITED PARTNERSHIP, LTD.**, a Nevada limited partnership, whose mailing address is whose mailing address is P. O. Box 487, Belle Chasse, Louisiana 70037-0487 and whose taxpayer identification number is 88-0293081, appearing herein by and through its general partner, Citrus Lands Of Louisiana, Inc., a Louisiana corporation, which in turn is represented herein by Edwin J. Blair, its Vice-President, duly authorized by resolutions of said general partner's Board of Directors, a certified copy of which is attached hereto (hereinafter referred to as "Declarant" or "Developer"),

who after being duly sworn, declared that:

**WHEREAS**, Declarant is the owner of certain real property commonly referred to as the Myrtle Grove Marina, which property is located in Section 10, Township 17 South, Range 25 East, Plaquemines Parish, Louisiana;

**WHEREAS**, Declarant desires to create a planned residential community upon the aforesaid property;

**WHEREAS**, on May 10, 2001, the Plaquemines Parish Council adopted Ordinance No. 01-147 (the "Preliminary Ordinance") granting conditional approval of a plan of re-subdivision with respect to the aforesaid property in accordance with a plat of survey of Dufrene Surveying & Engineering, Inc., dated January 28, 2001 (the "Survey");

**WHEREAS**, on \_\_\_\_\_, 2002, the Plaquemines Parish Council adopted Ordinance No. \_\_\_\_\_ (the "Final Ordinance"); and together with the Preliminary Ordinance, the "Ordinances"), granting final approval of the plan of re-subdivision with respect to the aforesaid property, in accordance with a plat of the Survey, which approved plat of re-subdivision is recorded in the conveyance records of Plaquemines Parish, Louisiana at COB \_\_\_, folio \_\_\_ (the "Approved Plat");

**WHEREAS**, Declarant desires to provide for the preservation of the values and amenities in the subdivision shown on the Approved Plat, and to this end, desires to subject the immovable property that is the subject of the above-referenced Ordinances and the Approved Plat (the "Subdivision") to the covenants, restrictions, servitudes, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Subdivision and each part thereof and of each owner of any thereof;

other items required by Section 6.3 hereof. In the event of disapproval by, and one or more re-submissions of an Application to, the ARC, the ARC shall have an additional fourteen (14) working days from the date each re-submission is received by the Association within which to review and "Approve", "Approve as noted" or "Disapprove" a resubmitted Application. In the review process, the ARC may consider such facts and circumstances as it may deem appropriate, in its reasonable discretion, including, without limitation, the quality of workmanship and design, the harmony of exterior design with existing structures within the Subdivision, the location of the subject matter of the Application in relation to surrounding or adjacent structures, the typography, and finish grade elevation. The review by the ARC and any "Approval as noted" or "Disapproval" may be based purely on aesthetic considerations.

- 6.7 Variances. Variances may be considered by the ARC for good cause when circumstances such as topography, natural obstructions, hardship, or aesthetic or other unique circumstances exist. Requests for variances must be in writing and state the reasons for and arguments in favor of the variance requested and include the applicant's name, address and Lot number. Any request for a variance shall cause the fourteen (14) day review period described in Section 6.6 hereof to recommence upon the date any variance request is received at the office of the Association. The ARC shall have the sole power and authority to approve or reject any request for a variance, and all decisions of the ARC shall be final.
- 6.8 Right to Enter and Inspect. Following the approval by the ARC of any Application, representatives of the ARC shall have the right to enter and inspect any Lot, dwelling or other improvement or modification during reasonable hours to determine whether work is proceeding or has been completed in compliance with the approved Application. In the event that the ARC shall determine that an Application for work has not been approved or that the work is not proceeding or has not been completed in compliance with an approved Application, the ARC shall be entitled to immediate injunctive relief from any court with proper jurisdiction, stopping further construction and/or requiring the removal or correction of any work in place which does not comply with an approved Application, as applicable.
- 6.9 Limitation of Liability. Neither the approval of an Application nor the promulgation of the Design Guidelines shall ever be construed as representing or implying that such Application or Design Guidelines will, if followed, result in properly designed improvements. Such approvals and Design Guidelines shall in no event be construed as representing or guaranteeing that any dwelling or other improvement built in accordance therewith shall be deemed to be constructed in a good and workmanlike manner or in accordance with applicable building codes or other laws. Neither the Declarant, the Association nor the ARC shall be responsible or liable for any defects in any Plans or Specifications submitted, revised or approved pursuant to the terms of this Declaration, any loss or damage arising from the noncompliance of such Plans and Specifications with any governmental ordinance or regulation, or any defects in construction undertaken pursuant to such Plans and Specifications. All dwellings and other structures and improvements located upon a Lot shall be constructed and maintained in compliance with all applicable state, parish and municipal zoning and building restrictions and codes, as well as all other applicable laws, ordinances, regulations and restrictions.

## ARTICLE VII GENERAL RESTRICTIONS

Single Family Dwellings. Each Lot shall be used for single family residential purposes only, and no industrial, commercial or business activity of any kind, nature or character may be carried on from or upon a Lot except as expressly referenced hereinafter. No more than one (1) principal dwelling shall be located on any Lot. No mobile and/or manufactured homes shall be placed or allowed to remain on any Lot. No structure of a temporary character, including, but not limited to, a motor home, recreational vehicle, tent, shack, garage or other construction shall be used at any time as a residence, whether permanently or on a temporary or interim basis. The use of a portion of a dwelling as an office by an Owner or occupant shall not be considered a violation of this covenant if such use does not create regular or disruptive customer, client or employee traffic.

- 7.2 Excavation. No Lot may be used for the purpose of locating, mining, quarrying, extracting, or removing oil, gas or other hydrocarbons, minerals, gravel, sand or earth or for any other similar or related purpose.
- 7.3 Water and Sewerage. No private water wells may be drilled, installed or maintained upon or below any Lot and no septic tanks or similar sewerage facilities may be installed, used or maintained on or below any Lot. Each Lot shall be connected to the Plaquemines Parish, Louisiana public water and sewer systems, and all costs and expenses attributable to or resulting from such connections shall be paid when due by the Owner or Owners of such Lot.
- 7.4 Commercial Activities. No industrial, commercial, business or agricultural activities, including, but not limited to, farming, fishing, gardening or the raising of animals for commercial purposes, shall be allowed on or about any Lot. No commercial vessels of any kind (including, but not limited to, fishing and shrimping vessels, crew boats, supply boats, tour boats, fishing guide boats, service boats, etc.) shall be moored, docked, maintained or operated on any Lot or within any waterway adjacent to or crossing any Lot.
- 7.5 Pets. Ordinary household pets shall be allowed within the Subdivision, but each such pet shall be maintained on a leash at all times when not on the Lot occupied by the owner or custodian of such pet. No animals shall be maintained for commercial, business or agricultural purposes such as breeding or sale.
- 7.6 Signs. Except for street address markers and the entrance sign to the Subdivision, directional signs, signs for traffic control or safety, and other signs installed within the Subdivision by the Declarant or the Association, no signs or advertising of any kind or character shall be erected, posted or displayed upon, in or about any Lot or any dwelling situated upon any Lot, provided that one temporary "for sale" or "for lease" sign not exceeding six (6) square feet in area each may be erected upon any Lot or attached to any dwelling placed on the market for sale or rent. One temporary contractor's sign not exceeding six (6) square feet also may be placed upon a Lot, but only during the period that the dwelling to be located upon such Lot is under construction. Each such temporary sign shall be removed promptly following the sale or lease of the Lot where located or completion of construction thereon, as applicable.
- 7.7 Burning. Burning of trash, scrap materials or refuse of any kind is prohibited on any Lot at any time.
- 7.8 Noxious Activities: Noise. No noxious or offensive activity that may become an annoyance or nuisance to the occupants of the Subdivision shall be carried on upon or about any Lot or within any dwelling or other structure located upon a Lot. No

radio, stereo, amplifier or similar device shall be played outdoors, and no speakers shall be mounted outside of any dwelling.

- 7.9 Canals and Waterways. No person shall be allowed to live or reside on any boat, barge, houseboat or other water craft moored or maintained on any Lot, including within any waterway adjacent to or crossing any Lot, without the express written approval of the Association. The maximum speed limit for water craft within waterways located within the Subdivision shall be five (5) miles per hour (MPH), which speed limit shall be strictly enforced.
- 7.10 Leases. No dwelling located upon any Lot nor any part of any thereof shall be leased or rented for a term of less than twelve (12) months. No other portion of, or structure located on, any Lot shall be leased independently of the dwelling located thereon.
- 7.11 Storage of Supplies. Supplies, equipment, fishing gear and other similar movable property located upon a Lot shall be stored inside of an enclosed structure so that they are not visible from other Lots or rights-of-ways within the Subdivision.
- 7.12 Lot Settlement and Elevation. The Subdivision is situated outside of publicly maintained levee protection areas, and the Subdivision, including the Lots, were created, in large part, by the process of pumping sand from the Mississippi River. Under the circumstances: (a) further subsidence and settlement are inevitable, and neither the Declarant nor the Association has or shall have any responsibility or liability in connection therewith; (b) each Owner shall be responsible for maintaining, and each Owner agrees to maintain, his Lot at an average elevation of four (4) feet above mean sea level; and (c) the periodic inundation of the Subdivision by storm tide or other flooding is anticipated, and neither the Declarant nor the Association shall have any liability, obligation or responsibility in connection therewith or as a consequence thereof.

#### ARTICLE VIII DESIGN AND CONSTRUCTION REQUIREMENTS AND GUIDELINES

- 8.1 General. The following requirements and guidelines shall be used by the ARC to review and evaluate each Application and related Plans and Specifications for the development of each Lot and the construction of a residential dwelling and other structures and improvements upon a Lot. Provided each Owner consciously and diligently adheres to the requirements and guidelines outlined herein, the ARC shall endeavor to assist such Owner in accomplishing his desired goal. These requirements and design guidelines are as follows:
- 8.2 Orientation / Minimum Area Requirement. The front entrance to all residential structures shall face the street. The minimum area requirements for residential structures shall be twelve hundred (1,200) square feet of heated/cooled living area. The determination of "living area" shall not include screened porches, carports and/or garages.
- 8.3 Site Setbacks. Front and side yard building setbacks shall comply with the regulations and ordinances of the government of Plaquemines Parish, Louisiana. No building (except recreational mooring facilities, decks, and other permitted marine construction) shall be located within ten (10) feet of the edge of any waterbody within the Subdivision.

8.4 Fences. No fence or wall shall be allowed between the front property line of a Lot and the front setback line of a Lot. Fences and walls located upon a Lot shall conform to the architectural style of the dwelling situated on such Lot and shall not exceed six (6) feet in height. No fence or wall shall be erected or permitted on any servitude established under this Declaration.

8.5 Detached Structures. Gazebos and other detached or outlying structures located upon a Lot, if any, shall be (i) permitted only with the prior written approval of the ARC, (ii) constructed with materials and workmanship of a quality identical to that of the dwelling located or to be located upon such Lot, and (iii) located only in the rear (or water side) of the Lot. No metal buildings shall be allowed. Garages shall be attached, enclosed and integrated with the main dwelling except for detached garages located at the rear of a Lot.

8.6 Driveways / Sidewalks. Driveways or other areas of a Lot used for vehicular parking shall be constructed with concrete or other similar hard-paved surface material approved by the ARC in writing. All driveways or other parking areas shall extend continuously from the street in front of such Lot to the dwelling, or the garage attached to the dwelling, located upon such Lot. Each Owner shall provide off-street parking facilities for all vehicles used by individuals residing upon or otherwise visiting the Lot of such Owner. At a minimum, off-street parking, excluding garage parking, shall be provided on each Lot for two (2) vehicles.

No vehicles of any kind shall be parked on a regular basis on any street within the Subdivision, whether such street is public or private. No boats, motor homes, recreational vehicles, campers or trailers of any kind (including boat trailers) shall be regularly parked and/or maintained in any street within the Subdivision, whether public or private, or in the front yard, front driveway or front portion of any Lot.

No sidewalks have been, and no sidewalks may be, constructed within the Subdivision, provided that a walkway from any street in front of a Lot to the front entrance to the dwelling located upon such Lot shall be permitted. All such walkways shall be constructed with concrete, brick or similar materials approved by the ARC.

8.7 Launches. No down ramp or other facilities by which boats are launched from trailers shall be allowed on any Lot.

8.8 Drainage. Drainage swales on any side of a Lot shall be maintained with healthy sodding and mowed regularly. Lots shall be graded from the street side(s) to the rear of the Lot. Lots shall not drain onto any adjacent Lot or any street within the Subdivision.

8.9 Swimming Pools. Swimming pools may be constructed or otherwise located upon a Lot, but only if located in the side or rear yard of such Lot and such side or rear yard is enclosed with fencing permitted by this Declaration.

8.10 Dwelling. Traditional, southern-styled architectural designs for dwellings are preferred in order to achieve and maintain the desired character of the Subdivision. Color selections for dwellings and other improvements located upon any Lot shall be compatible with the general appearance of the neighborhood and with other materials used or otherwise located upon such Lot. Bright, contrasting colors shall not be permitted unless compatibility with the existing neighborhood is conclusively demonstrated by the applicant to the ARC. Exterior color and finish selections shall be reviewed and approved by the ARC prior to installation.

8.11 Boats / Personal Water Craft. No boat or other water craft having a length in excess of 28 feet shall be moored, located, placed, operated or maintained on any Lot or within any waterway adjacent to or crossing any Lot. Personal water craft, i.e., a jet ski, and air boats (i) shall not be operated within any waterway adjacent to or crossing any Lot and (ii) shall not be moored or maintained on any Lot (provided personal water craft may be stored within an enclosed garage located upon a Lot) or within any waterway adjacent to or crossing any Lot.

8.12 Shore Side Improvements: Recreational Boat Mooring Facilities, Bulkheads. The design, materials, methods and equipment used to construct any improvements on the water side of any Lot (including rip-rap, mooring facilities, decks, roofs, boat lifts, boat houses, retaining walls, etc.) shall be approved by the ARC prior to the commencement of construction. The design, materials, methods and equipment used to construct any such improvements shall substantially comply with the recreational boat mooring facility drawings of Richard Wright & Associates, Inc., dated April 2001, a copy of which is attached hereto as Exhibit "A" (the "Drawings"). No construction of any nature or kind shall be permitted on or within the banks of the Wilkinson Canal, whether or not the Wilkinson Canal crosses any Lot, except a rip-rap shield.

Any rip-rap shield installed on a Lot shall be constructed only with white or light gray limestone.

If an Owner elects to construct a primary structure (that is, a parallel walkway or a bulkhead) within a waterway adjacent to or crossing the Lot of such Owner, the waterside edge thereof shall be constructed on a line common to all Lots on the same side of such waterway which is parallel to the waterside crown of such Lots and located the distance from such waterway specified in the Drawings. [Note: G.O.]

In order to facilitate the use of the servitudes of navigation and passage created over, across and under the waterways located within the Subdivision pursuant to the provisions of Section 10.1 below, the dimensions of any mooring facility constructed upon a Lot shall be as set forth on the Drawings. Without limiting the foregoing, the "outboard" pilings of any such mooring facility shall be constructed on a line common to all Lots located on the same side of such waterway which is parallel to the waterside crown of such Lots, and is located the distance from such waterway specified in the Drawings. [Note: G.O.]

The construction of a bulkhead / retaining wall upon any Lot is neither endorsed nor encouraged by the Declarant, and the Declarant has not made, does not make and will not make any representation or warranty with respect to the suitability or functionality of any bulkhead / retaining wall design which might be used on or in connection with any Lot. In the event that an Owner of a Lot elects to construct a bulkhead / retaining wall on or adjacent to such Lot, the above ground portion of such bulkhead / retaining wall must be constructed of gray vinyl ("Shore Guard 300" or its equivalent) and its location must be approved by the ARC prior to the commencement of construction thereof. All bulkheads / retaining walls approved by the ARC must substantially comply with the Drawings.

An Owner may elect to install a boat lift and/or a roof upon a boat mooring facility located upon the Lot of such Owner. Any such roof shall be constructed of galvanized, corrugated metal or other materials approved by the ARC. No boat mooring facility or other structure located within a waterway adjacent to or crossing any Lot shall have enclosed sides, and no roof built upon any mooring structure shall

have a height from grade greater than sixteen and one-half (16.5) feet above mean sea level, provided that safety railings not exceeding four (4) feet in height from the location at which such railing or its support structures contact such a roof also may be installed on top of any such roof. No walkway or passageway from a land based structure located upon a Lot to a boat mooring facility also located on such Lot shall be higher than the level of the first floor of the land based structure.

- 8.13 Exterior Walls. All exterior walls below the first residential floor of any dwelling located upon a Lot shall be of a breakaway design for safety reasons in the event of flood or high winds.
- 8.14 Culverts. Between each street and each Lot within the Subdivision is a drainage ditch. Water lines and sewage drainage pipes servicing the Subdivision are located underground within the boundaries of each such drainage ditch. Each such drainage ditch is located within the street rights-of-ways within the Subdivision. The Owner of each Lot, prior to the commencement of any work on such Owner's Lot or the entry of any vehicle onto such Lot, shall install and thereafter maintain, at such Owner's sole cost and expense, a twelve (12) inch concrete culvert in the drainage ditch adjacent to the front yard of such Lot and shall cover such culvert with soil or other material first approved by the ARC. The purpose of this culvert is to enable vehicular access to each Lot without damaging the aforesaid drainage ditches or the utilities located thereunder.
- 8.15 Underground Utilities. All utilities, including, without limitation, telephone lines, electrical lines, sewers, drains, water pipes, etc., located on or within the boundaries of any Lot shall be placed underground in such a manner as to be acceptable to the applicable utility authority, the ARC and all government authorities with jurisdiction.

### ARTICLE IX CONSTRUCTION REGULATIONS

- 9.1 General. These construction regulations shall apply to all Owners and to all general contractors, builders, sub-contractors, suppliers, materialmen, laborers and other service personnel (collectively, "Service Personnel") working or otherwise providing services within any part of the Subdivision. Each Owner shall be responsible for, and shall familiarize any and all Service Personnel working on his or her Lot with, these regulations. The Association shall be responsible for enforcing these regulations. The Association shall deliver written notification of any violation hereof to the Owner of the Lot(s) responsible, and each such notice shall describe those items not in compliance with these regulations. Upon receipt of such a notification, the involved Owner shall have five (5) working days to correct the situation. If the involved Owner has failed to remedy the violation within the time allowed, the Association may take such action and incur such expenses as may, in the sole discretion of the Board of Directors of the Association, be necessary to correct the violation. The actions and remedies available to the Association shall include, but shall not be limited to: immediate injunctive relief; charging the Owner for any and all corrective measures; withholding ARC review and/or approval of any Application or other matter in which such Owner is an interested party until all violations are corrected; and, denying entry to the Subdivision to Service Personnel engaged by or on behalf of such Owner.

Any damage done by Service Personnel to streets and curbs, drainage inlets, street markers, mailboxes, walls, fences, landscaping and/or any other improvements within