

St. Tammany Parish Communications District 28911 Krentel Road Lacombe, LA 70445 Phone: (985) 898-4911 Fax: (985) 898-4974 Email: address@stp911.org

REQUEST TO APPROVE ROAD NAME

| Date: 6/13/20 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Proposed Road Name: COMPASS PT |
| |
| Submitted by: |
| Name: Mitchell S. Kogan |
| Phone: (985)-898-2529 |
| Email: mskogan@stpgov.org |
| Applicant's Name: Deen Carter Reese |
| ■ STP Planning and Development Department |
| ☐ STP Department of Public Works |
| ☐ Developer (for subdivisions which have not received Final Plat Approval) |
| ☐ STP Communications District No. 1 |
| ☐ Municipality |
| |
| Disclaimer: This approval form only states that the proposed Road Name does not cause any duplication errors, could not potentially cause a delay in 911 call-taking, and meets the criteria for an appropriate Road Name for use within St. Tammany Parish. This approval form is valid for 60 days after date of approval. |
| Reviewed by the STP Communications District No. 1 ■ The STP Communications District No. 1 has no objection to this request. □ The STP Communications District No. 1 objects to this request for the following reasons: |
| Signed: Rodney Hart, Director Rodney Hart, Director |
| For Office Use Only: |
| St. Tammany Parish/City Government: |
| ☐ Parish/City Ordinance ☐ Attached Survey ☐ (if applicable), list of all property owners with contact information |
| 911 Office: |
| □ VOID Date: □ Map □ USPS □ Completed Date: □ MSAG □ Readdressing |
| |

CASH SALE

UNITED STATES OF AMERICA

October 674, 2015

STATE OF LOUISIANA

BY: DEEN CARTER, wife of and

DANIEL R. REESE

PARISH OF JEFFERSON

TO: MARY ADRIENNE LABORDE

BE IT KNOWN, That on this Little day of the Month of October in the year of our Lord two thousand fifteen,

BEFORE ME, George L. Gibbs, a Notary Public, duly commissioned and qualified, in and for the Parish of Jefferson, and in the presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

DEEN CARTER, wife of and DANIEL R. REESE, both persons of the full age of majority and residents of and domiciled in the Parish of St. Tammany, State of Louisiana, who declared under oath that they have been married but once and then to each other and that they are presently living and residing together at 138 Deloaks Road, Madisonville, Louisiana 70447, hereinafter, whether one or more referred to as "Vendor",

Who declare that they by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which they have or may have against all preceding owners and vendors, unto:

MARY ADRIENNE LABORDE, wife of Charles Bryan Macgowan, a person of the full age of majority and resident of and domiciled in the State of Louisiana, Parish of St. Tammany, whose mailing address is 240 S. Massachusetts St., Covington, LA 70433, purchasing the hereinafter described property as her own separate and paraphernal property with her separate and paraphernal funds administered separately and apart by her and acquired by her prior to her marriage to Charles Byran MacGowan, and the said MARY ADRIENNE LABORDE further declares that she has been married but twice, first to John Douglas Parsons, from whom she was divorced and second to Charles Bryan MacGowan with whom she is presently living and residing,

THAT CERTAIN PIECE OR PARCEL OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances thereon, or in anywise appertaining thereto, situated in the Parish of St. Tammany, State of Louisiana, and being more fully described as follows:

PARCEL A of SECTION 54, TOWNSHIP 7 SOUTH, RANGE 11 EAST, consisting of 1.27 +/- acres all as more fully shown on survey of Minor Subdivision prepared by Land Surveying, LLC, dated November 26, 2014, revised January 16, 2015, a copy of which is attached hereto and made a part hereof.

Being a portion of the same property acquired by Vendors, Deen Carter, wife of and Daniel R. Reese from Frances Buchanan, widow of Donald Russel Allen by act of sale with mortgage dated September 25, 2013, recorded in the records of the Clerk of Court for the Parish of St. Tammany under instrument # 1918031 on September 27, 2013.

Said property bears the Municipal Address: No. 2 Deloaks Ln., Madisonville, LA 70447

To have and to hold the above described property unto the said purchaser, her heirs, successors and assigns forever.

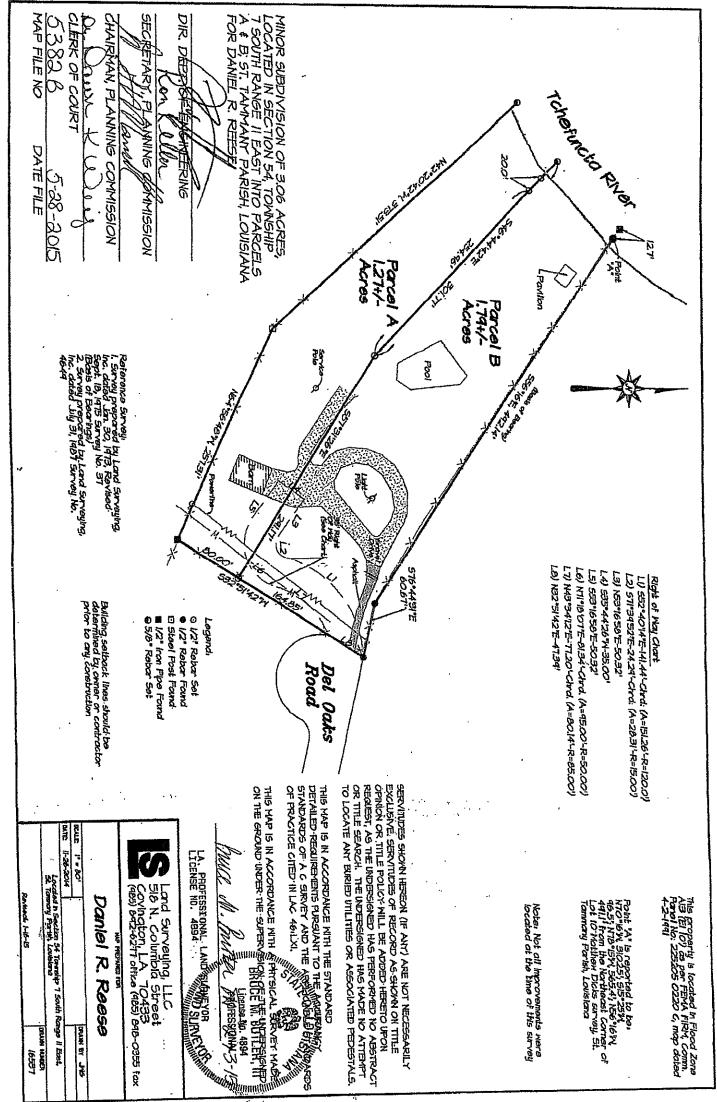
This sale is made and accepted for and in consideration of the price and sum of \$650,000.00 Cash, all of which the said purchaser has well and truly paid, in ready and current money to the said owners who hereby acknowledge the receipt thereof and grant full acquittance and discharge therefore.

The parties to this act waive the production of a current survey of the subject property and relieve and release the Notary herein and his law firm from any and all liability in connection with the non-production thereof.

The parties of this act do further waive the production of mortgage, conveyance and tax research certificates and relieve and release the Notary herein and his law firm from any and all liability in connection with the non-production thereof.

The parties hereto also waive an examination of the title to the subject property herein and the issuance of a title insurance binder and policy in connection with the transfer herein, and relieve and release the Notary herein and his law firm from any and all liability in connection with THUS DONE AND PASSED in my office at Metairie, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers, and me, Notary, after reading of the whole.

| WITNESSES: Abbyla oetney Abbyla oetney | Deen Ca | Mater Joese rter Reese |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Andrea 5. Konan | 4 1 _ | |
| GEORGE L | . GIBBS, NOTARY PUBLIC La. Bar #6138 | George L. Gibbs Notary Public Entire State of Louisiana Entire State of Louisiana My Commission is for Life ID #36750 |
| WITNESSES: John Horfney Abby Goetney | Daniel R | Reese |
| Andrea S. Ronan | h/4 | |
| ØEORGE L | . GIBBS, NOTARY PUBLIC La. Bar #6138 | George L. Gibbs NOTARY PUBLIC ENTIRE STATE OF LOUISIANA MY COMMISSION IS FOR LIFE ID #36750 |
| WITNESSES: Short Destrey Application | Mary Mary | Manage Laborde |
| Andrea & Royan Andrea S. Konan | V | |
| | AND NOTABLE DE LA COMPANION DE | |
| GEORGE I | GIBBS, NOTARY PUBLIC La. Bar #6138 | George L. Gibbs NOTARY PUBLIC CHITIDE STATE OF LOUISIANA |



DEED RESTRICTIONS AND COVENANTS FOR DELOAKS LANE SUBDIVISION,

STATE OF LOUISIANA PARISH OF ST. TAMMANY

BE IT KNOWN, that on this Bday of Feb. 2015,

BEFORE ME, SUSANT. Leo Nandary, in the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared DANIEL R. REESE AND DEEN CARTER REESE (hereinafter "Developers"), residents of St. Tammany Parish, whose mailing address is 138 Deloaks Road, Madisonville, LA 70447,

WHO DECLARED, that the Developers are the record owners of land containing 3.06 acres located in Section 54, Township 7 South, Range 11 East, St. Tammany Parish Louisiana.

From the Northeast corner of Lot 10, Matthew Dicks Survey, measure North 70 degrees 16 minutes West 3102.5 feet; thence South 15 degrees 25 minutes West 96.5 feet; thence North 78 degrees 15 minutes West 565.4 feet; thence North 56 degrees 16 minutes West 491.1 feet to a point on the East Bank of the Tchefuncte river and THE POINT OF THE BEGINNING

From the point of beginning measure South 56 degrees 16 minutes East 492.14 feet to an iron; thence South 76 degrees 44 minutes 60.67 feet to an iron; thence South 32 degrees 51 minutes West 244.85 feet to an iron; thence North 64 degrees 56 Minutes West 257.31 feet to an iron; thence North 42 degrees 20 Minutes West 373.51 feet to an iron, thence upstream along the said Bank to the POINT OF BEGINNING

The Developers desire to subdivide the existing Property into two (2) parcels, that have been or will be developed into lots as part of a subdivision known as DELOAKS LANE SUBDIVISION ("Subdivision"). Said parcels are described in accordance with the survey prepared by Land Surveying, Inc., dated November 26, 2014 revised January 16, 2015, hereinafter referred to as the "Plat". A full legal description of the Property on which the residential Lots are located and the location of the said Lots thereon, are shown by reference to the said subdivision plat which has been approved by the Parish authorities, and duly filed with the Clerk of Court, St. Tammany Parish, Louisiana, all of which is incorporated hereby by reference.

AND WHICH DEVELOPERS DECLARED, that they desire to submit the two (2) Lots within Deloaks Lane Subdivision as shown on the referenced subdivision plat to certain deed restrictions and covenants in order to provide for the preservation of values in the Subdivision, and in order to accomplish this end it is necessary that these deed restrictions and covenants be placed of record.

St. Tammany Par Instrum.

be placed of record.

St. Tammany Parish 2213

Instrumt #: 1997045

Registry #: 2396798 mb2

Record at the direction of David K. Leave. 09/24/2015 9:55:00 AM

Me CE X MI UCC

Manual Converging days.

NOW THEREFORE, the Developers hereby declare that the two Lots in Deloaks Lane Subdivision shall be and are held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and approved subject to the covenants, privileges, restrictions and contractual obligations and rights as hereinafter set forth, all of which are declared to be in aid of a plan for the improvement of the Property. These Deed Restrictions and Covenants shall be deemed to run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Developers, their successors and assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

DEED RESTRICTIONS, COVENANTS AND OBLIGATIONS FOR DELOAKS LANE SUBDIVISION

I. DEFINITIONS

- 1. DLACC. Shall mean and refer to Deloaks Lane Architectural Control Committee authorized and provided for hereinafter.
- 2. Developers Shall mean Daniel R. Reese and Deen Elizabeth Reese, individually or jointly.
- 3. Lot Shall mean each of the two (2) subdivided parcels A and B of real property designated for residential construction and private ownership in Deloaks Lane Subdivision, as shown on the recorded Plat.
- 4. Property- Shall mean all land encompassed in the Subdivision.

II. LOT OWNERS' RIGHT OF ENJOYMENT

Subject to the provisions of these restrictions and covenants, every Lot owner shall have a right to use and enjoy the Lot acquired and owned by the said owner as the legal owner thereof, subject to the provisions contained in these restrictions and covenants.

III. USE OF PROPERTY

- 1. The Lots in the Subdivision were approved for single-family use by the proper Parish authorities. The Lots shall be subjected to no other subdivision and no other use than those allowed under the zoning ordinance of the Parish of St. Tammany on the date of this instrument, unless such subdivision is unanimously agreed on by all Lot owners.
- All improvements on the Lots shall be constructed in accordance with the requirements provided herein below and shall thereafter be maintained by the Lot owner in a clean, safe, attractive condition and in good repair.

IV. DELAOKS LANE PRIVATE DRIVE MAINTENANCE AGREEMENT

Deloaks Lane is a private drive with an easement over the Lots in the Subdivision as reflected on the recorded Plat. The maintenance and improvements for easement and roadway for Deloaks Lane will be controlled by the Deloaks Lane Private Drive Maintenance Agreement attached as Exhibit A. All Lot owners will sign this Private Drive Maintenance Agreement as a condition of owning a Lot in the Subdivision.

V. ARCHITECTURAL CONTROL AND CONSTRUCTION

- 1. Architectural Control. No structure shall be erected on any Lot or elsewhere on the Property by any person, firm or corporation without the prior approval of the Deloaks Lane Architectural Control Committee ("DLACC"). For purposes of this section, the word "structure "shall be construed most broadly and shall include but not be limited to buildings, docks, boat houses, swimming pools, fences, sheds, kennels, walls, porches, signs, towers, driveways, walks, television antennas or satellite dishes, storage facilities and any other thing erected or placed on any part of the Property. For purposes of this section, any addition to a present structure shall be considered a structure and shall require architectural approval. In addition to the matter otherwise provided herein, architectural control shall include the approval of a structure's size, structural construction materials, exterior appearance and location on the Lot. The DLACC has the authority to disapprove structures which it deems not to coincide with the aesthetics of the Subdivision, in its sole discretion. The DLACC is appointed by the Developers and shall be composed of no more than three (3) members. A majority of members must be present for meetings and all matters not approved by a majority vote are denied. Despite any provisions to the contrary or which might be hereafter made, so long as the Developers or their heirs continue to own one (1) Lot, the Developers have the right to appoint at least two (2) members to the DLACC.
- 2. Commencement and period of construction. Construction must commence as soon as practicable after, but in no event more than six (6) months after obtaining the approval of the DLACC, unless the committee grants an extension. Construction must be substantially completed within fifteen (15) months from the commencement of work. All necessary building and related permits must be obtained prior to commencement of construction, and all construction must be performed in accordance with any regulations promulgated by the DLACC from time to time, and applicable building codes, and in accordance with the plans and specifications submitted to and approved by the DLACC. Any change in plans and specifications during construction from those approved by the DLACC shall be resubmitted for specific approval.
- 3. <u>Approval of Site Plan</u>. The owner/builder shall submit two sets of site plan showing the building size, elevation, setback to scale and driveway to the DLACC at a place designated by the DLACC. One set of plans will be signed as either approved or rejected within reasonable time period. The signed set will be returned, the other retained for the committee's records.

4. <u>Approval of Plans</u>. The owner/builder shall submit two (2) complete sets of plans to the DLACC at a place designated by the DLACC. One set of plans will be signed as either approved or rejected within reasonable time period. The signed set will be returned, the other retained for the committee's records.

5. Building Location - Elevations

The yard requirements apply to the future construction of the primary living structure and accessory buildings on all Lots in the Subdivision, and shall be as follows. The front yard setback shall be at least eighty (80) feet, the backyard setback shall be at least three-hundred (300) feet, and the side yard setback shall be at least fifteen (15) feet. The architectural style, proportions and materials of the accessory building should match or be compatible with that of the primary structure, and plans and locations therefor must be submitted just as for the primary structure. DLACC may grant set back variances for accessory buildings or structures in its discretion.

- (1) The placement of driveways on Lots must be approved by the DLACC to assure that there are no entrances or exits of driveways which interfere with traffic flow and to assure that aesthetics of the overall Subdivision are preserved.
 - (2) Driveways may cross servitudes or easements to join the private drive or street.
- (3) Construction of any nature, except fences which do not interfere with the use of the servitude, is prohibited on any easement.
- (5) The minimum elevation for residences shall be determined from Insurance Rate Maps, as obtained from Department of Engineering or a licensed surveyor.
- (6) The DLACC will require that all piers on raised houses be faced with a material which is compatible with the building materials of the residence.
- 6. <u>Utilities</u>. Each Lot owner will provide their own connections to the water, sewer and electrical systems serving the Subdivision. Lot owners may agree to own a common sewer pump facility if such a facility is necessary to connect to the sewer system.
- 7. <u>Fences</u>. All fences must be approved prior to construction by the DLACC for both placement and materials. Fences should not exceed six (6') feet in height. No barbed wire or other dangerous material can be used. No chain link is allowed on any Lot, with the exception of any fences that exist at the date of this instrument.
- 8. <u>Docks and Boathouses</u> Docks and boathouses constructed on or attached to any Lot must have a setback of at least ten (10) feet from the Lot lines and cannot extend over a line of sight created by extending the Lot line into the river. Such structures cannot be more than one story and the style and construction are subject to approval of the DLACC.
- 9. <u>Authority to Grant Variances</u>. The DLACC shall have the exclusive power and authority to grant variances from the strict application of any of these covenants provided that such variances shall not subvert the purpose and principal thereof. The grant of a variance should be based upon the DLACC's opinion that the variance will improve the quality and/or appearance

of the Property or will alleviate practical difficulties or undue hardship. Such variances as may be presented to the DLACC shall be considered on an individual, case by case basis, and shall not be deemed to set any precedent for future decisions by DLACC, nor shall the grant of a variance in any manner alter the force or effect of the restrictions with regard to other Lots. Variances required by law to be granted by the Parish's Board of Adjustments or similar board must be sought directly.

10. <u>Disclaimer</u>. Review of plans and specifications by the DLACC is for the purpose of assuring the desired aesthetics for the Subdivision and the steady quality of construction on the property affected by these restrictions and is not intended nor shall it be construed to be for the benefit of any other party. No party who submits plans and specifications shall have any right or cause of action against the DLACC, or any of its members for alleged negligent or intentional failure to advise of any deficiencies or defects therein, it being understood that same is not being monitored, and no such duty is owed.

VI. PROHIBITED ACTIVITIES

- 1. No accumulation or storage of any trash and no accumulation or storage of litter, lumber, scrap metal, building materials, new or used, shall be permitted in open areas of 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 improvement located upon any Lot, for periods deemed reasonable by the DLACC. Garbage and rubbish receptacles shall be in complete conformity with sanitary regulations and shall not be visible from other Lots or the private drive except immediately prior to and after scheduled garbage pickup times.
- 2. No structure of a temporary character such as a trailer, camper, camp truck, house trailer, mobile home, or other prefabricated trailer, house trailer, or recreational vehicle or other vehicle having once been designed to be moved on wheels, no tents, shacks, barns or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, with the exception of any such permanent structures existing at the date of this instrument. No such trailer, camper, camp truck, junk vehicle, recreational vehicle, motorcycle, boat and/or boat trailer shall be kept on any Lot or in the private drive adjoining any Lot in the Subdivision where it would be in the view of other Lots or the private drive.
- 3. Clearing Trees and Placing Fill Except for those trees that are located within six (6) feet of the building site as shown on the plans submitted prior to construction, no sound trees measuring in excess of six (6) inches in diameter and three (3) feet above the ground shall be removed without written approval of the DLACC. Builder or owner should take every precaution to protect existing trees on the Lot or adjacent Lots. Further, additional care should be taken to preserve any valuable plants which may exist in the Subdivision. The sole and only exception is that hand clearing of small "scrub brush" is allowed and the removal of any tree which is certified as dead by the parish extension agent or other similar qualified professional and which poses a danger to person or property may be removed with the written consent of DLACC.

- 4. No Lot owner will do or permit to be done any act upon his Lot which may be, or is, or may become, a nuisance to the other Lot owners or which is unsafe, hazardous or illegal, or in violation of these restrictions The Subdivision is considered a wildlife haven and nothing shall be done by the Lot owners or users to harm the wildlife. The breeding of animals or raising of any livestock is prohibited.
- 5. Changes in the elevations or drainage of the land, including placement of fill or grading of any Lot shall in no manner adversely affect any neighboring Lot.
- 6. Outdoor speakers, radios, public address systems and the like, whether temporary or permanent, and all other noise which offends, disturbs or constitutes a nuisance should not infringe on other Lot owners right of enjoyment of the Property except for occasional events, in which case the other Lot owners must be notified at least one (1) week in advance of such an event.
- 7. No sign shall be placed on a Lot or on the exterior of any building constructed on a Lot without prior approval of the DLACC, except a sign offering a Lot for sale, or temporary signs for political or charitable events. Such signs may not exceed four (4) square feet

VII. GENERAL PROVISIONS

- 1. <u>Term</u>. Each provision of this act shall continue and remain in full force and effect for a period of twenty-five (25) years and thereafter shall be automatically extended for successive periods of ten (10) years each unless within one (1) year prior to the expiration of any expiration period, this act is terminated by recorded instrument signed by all Lot owners of record as of the date of the instrument of termination.
- 2. <u>Amendments or Repeal</u>. Any provisions contained in this act may be amended or repealed, even if the amendment is more restrictive or burdensome, by the recordation of a written instrument specifying the amendment or the repeal, executed by the owners of all of the Lots of record as of the date of the instrument(s). Each Lot is assessed and granted one (1) vote regardless the number of owners. Any person or entity purchasing a Lot in this Subdivision specifically and contractually consents to these amendment and repeal provisions and relinquishes any right to contest or refuse to comply with any amendment, even those creating restrictions more burdensome or restrictive than initially set out herein, provided the amendments are adopted as set out hereinabove.
- 3. <u>Enforcement</u>. Enforcement of these covenants and restrictions may be by proceedings at law or equity, and against any person or persons violating or attempting to violate any provision herein contained, either to restrain violation or to recover damages. Every Lot owner and/or the DLACC, shall be vested with the right to institute and prosecute proceedings to enforce the provisions contained herein, including the recovery of reasonable attorney's fees and court costs incurred in said proceedings. The owners of Lots in the Subdivision consent to an

injunction without bond on the part of the Developers or the DLACC in enforcing rights or obligations described herein.

- 4. Effect of Provisions of Act. By filing these covenants and restrictions before the sale of any Lot in this Subdivision, each provision of this instrument shall be deemed to have been contractually agreed to by all Lot owners and deemed incorporated into each deed or other instrument by which any right, title or interest in any of the Property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.
- 5. Severability. Invalidity or unenforceability of any provision in this instrument shall not affect the validity or enforceability of any other provision of any valid and enforceable part of this instrument.
- 6. Captions. Captions and headings herein are for convenience only and are not to be considered substantively.
- \cdot 7. No Waiver. Failure to enforce any of the provisions of this instrument shall not operate as a waiver of any such provision or any other provision of this instrument.

IN WITNESS WHEREOF, Developers have executed this instrument on the date set forth in the preamble hereto in the presence of the undersigned competent witnesses, after reading the whole and forth purpose stated herein.

WITNESSES

DEVELOPERS

ID# 54446 Notary Public St. Tammany Parish, LA

Commision Expires at Department

Administrative Comment

An Ordinance to officially name the 35-foot Right of Way identified on the attached survey Compass Point (Ward 4, District 4).