

Tangipahoa Parish Recording Page

Julian E. Dufreche
Clerk of Court
P. O. Box 667
110 North Bay Street, Suite 100
Amite, LA 70422
(985) 748-4146

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TRI-PARISH TITLE COMPANY INC
1930 FLORIDA AVENUE S W
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First VENDOR

FIRST HORIZON INC

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TO THE PUBLIC

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I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Tangipahoa Parish, Louisiana


Deputy Clerk

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RESTRICTIVE COVENANTS
FOR
ARRINGTON PLACE, PHASE TWO

STATE OF LOUISIANA

PARISH OF LIVINGSTON

BE IT KNOWN that on this 8th day of July, 2009, before me, Donald L. Miers, Jr., Notary Public, duly commissioned and qualified within and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

FIRST HORIZON, INC., a Louisiana Corporation, domiciled in the Parish of Livingston, State of Louisiana, represented herein by its duly authorized representative, J. C. Parker, acting pursuant to resolution, a copy of which is attached hereto and made part hereof, and whose present mailing address is declared to be 1208 S. Range Avenue, Denham Springs, Louisiana 70726

AND

DSL D, L.L.C., a Louisiana Limited Liability Company, domiciled and having its principal place of business in the Parish of Livingston, represented herein by Saun A. Sullivan, its duly authorized Agent, acting pursuant to resolution, a copy of which is attached hereto and made a part hereof, and whose mailing address is 1244 S. Range Avenue, Denham Springs, LA 70726

hereinafter called "APPEARERS and collectively DEVELOPER", who declared that they have acquired and are the owners of the following described property, to-wit:

All those certain lots or parcels of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in any way appertaining, located in Section 6, T7S-R8E, Greensburg Land District, Parish of Tangipahoa, State of Louisiana, in that subdivision known as ARRINGTON PLACE SUBDIVISION, PHASE TWO, and designated on a plat of survey thereof made and prepared by Lester A. McLin, Jr., Professional Land Surveyor, dated June 15, 2009 and recorded at Plat Book 1184, Page 874, Entry No. 810054 of the official records of the Clerk and Recorder of the Parish of Tangipahoa, State of Louisiana, as LOT NUMBERS FIFTY-FIVE (55) THROUGH SIXTY (60), inclusive, SIXTY-A (60-A), SIXTY-ONE (61) THROUGH ONE HUNDRED TWENTY-TWO (122), inclusive, said lots having such size and dimensions and subject to such rights of way as are shown on the aforesaid plat.

APPEARERS further declare that it is their intention to sell tracts from the above named subdivision in the future and that they hereby establish the following restrictive covenants, which shall run with the land and be binding upon all future owners of the same, and upon all tracts taken from the above described property, as follows:

1. All lots taken or developed from the above described property are designated for residential use only and may not be re-subdivided by any lot owner except as herein provided and specifically conferring on the Developer the right to re-subdivide any lot owned by the Developer for the purposes of creating passages of ingress and egress to adjoining property.
2. No building shall be erected, altered, placed or permitted to remain on any lot or tract other than one single family dwelling or duplex, not to exceed two and one-half stories in

height, with the usual and appropriate outbuildings, private garages and/or carports designated to house automobiles.

3. Building setback lines from all streets are as set forth on the official plat of this subdivision. In addition, no building shall be constructed or placed nearer than five (5) feet to any sideline.
4. Servitudes and rights-of-way for the installation and maintenance of utilities, sewerage, and drainage facilities, as shown on the map of record, or as designated on any individual tract plot, are dedicated to the perpetual use of the public for such purposes.
5. The Developer's approval or disapproval as required by these covenants shall be in writing. In the event the Developer fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.
6. No residence or building of any kind, no improvement which extends above ground level, and no fence shall be erected, placed, altered, or permitted on any lot unless and until the construction plans, specifications, elevations, and a plan showing the location for the structure shall have been approved in writing by the Developer as to harmony of the exterior design with existing structures, and the location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot closer to any street than the minimum building set back line, nor any nearer any street than the location of the front of the house. No fence shall exceed six (6) feet in height.

There shall be established an Arrington Place Subdivision Homeowners Association (the "Association"). Until such time as the Developer forms the Association, the Developer shall have all the powers of the Association under these restrictions. Neither the members of the Association, nor its designated representatives, shall be entitled to receive any compensation for services performed in connection with the administration of these covenants. Each lot owner shall be a member of the Association. Each lot owner will have membership and voting powers in the Association, one vote for each lot owned.

Assessments and dues are hereby established for Arrington Place Subdivision under the following terms and conditions:

- A. Annual dues of \$100.00 per lot owner beginning the fiscal year January 1, 2010 through December 31, 2010 and each fiscal year thereafter are payable on or before March 31st of each fiscal year.
 - B. A late fee of \$25.00 will be assessed for those dues paid thirty days beyond due date.
7. No house trailer, mobile homes, buses, commercial vehicles or trucks shall be kept, stored, repaired or maintained on any lots or tracts, servitude or right-of-way, in any manner which would detract from the appearance of the subdivision.
 8. No structure of a temporary character, trailer, mobile home, tent, shack, barn or other outbuilding shall be used or employed on any lot or tract at any time as a residence, nor allowed on any tract for a prolonged period of time so as to detract from the appearance of the subdivision.
 9. No commercial business or noxious or offensive trade activity shall be conducted on any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood; this shall not be interpreted to restrict a

building from erecting temporary warehouse and/or office on any lot for the construction of a house on that lot.

10. No signs of any kind shall be displayed to the public view on any lot or tract, except customary signs advertising the lot or tract for sale or rent.
11. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.
12. Access to any lot is to be provided by covered culverts over the existing drainage ditches which culverts are to be of such a size and set at such a grade as on the final plat in accordance with Parish regulations and shall not interfere with the free flow of water in the drainage ditches across any lot. The Developer may have the object of such cause removed and the lot owner will be responsible for all expenses incurred by the Developer.
13. Lot owners shall keep their respective lots or tracts mowed and free from noxious weeds. In the event owners fail to discharge this obligation, the Developer may, at its own discretion, cause the lot(s) or tract(s) to be mowed with the owner thereof obligated to pay the cost of such mowing. Failure to pay such cost may cause a lien to be filed against said lot.
14. Boats, vehicles, campers or trailers of any kind or parts, appurtenances of any boats, vehicles, campers or trailers shall not be kept or stored on any lot nearer to the street than the minimum setback lines as set forth in these covenants, nor shall such equipment be kept or maintained on any lot in any manner which would detract from the appearance of the subdivision.
15. Fences shall be constructed only of wood, brick, ornamental iron, or other materials approved in writing by the Developer, provided that barbed wire and net wire fences are prohibited.
16. No building material or no building equipment of any kind may be placed or stored on any lot except in the actual course of construction of a residence or other building thereon. No vacant lot shall be used for gardening or farming purposes, except that flowers or shrubbery may be grown for non-commercial purposes.
17. The Greenspace areas within the subdivision, being approximately 39.001 acres and labeled CA-1, CA-2, CA-3, CA-4 and CA-5 (on Subdivision Plat) contain approximately 19.24 acres wetland (Labeled restrictive area with permanent signs placed every 200 feet) that shall be preserved and protected in its natural state and condition, and accordingly said areas shall expressly prohibit any form or clearing of existing underbrush, vegetation, and/or trees, as well as no deposit of any fill material in said areas, so as to preserve these areas in their natural state and condition and further protect existing wetland conditions and habitat.
 - a. Removal of significantly damaged and/or fallen trees is allowed in the wetland areas of the restrictive areas, provided that any impacted contours are immediately graded back to pre-existing conditions. Removal of trees does not allow filling in wetlands or mechanized clearing for access.
18. No party shall install fencing within Gulf South's right of way paralleling pipeline.
19. Trees, large bushes and shrubs shall not be allowed within the pipeline(s) right of way. Gulf South may give written approval for landscape planting or small ornamental

trees. Under no circumstances shall landscape planting be allowed within ten feet (10') of Gulf South's pipeline(s). Gulf South may clear any vegetation within the right of way. No vegetation should obstruct signage.

- 20. These covenants are to run with the land and shall be binding upon all present and future owners for a period of fifteen (15) years from the date of this act, after which time said covenants shall be automatically extended for successive periods of ten (10) years.
- 21. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions herein, and the latter shall remain in full force and effect.
- 22. If the owner, purchaser or occupant of any lot or tract in this subdivision, his heirs, successors, or assigns shall violate or attempt to violate any of the restrictive covenants imposed herein, it shall be lawful for any person or persons owning any of the lots or tracts therein to initiate any proceedings in a court of competent jurisdiction to obtain injunctive relief against such threatened or actual violations, and for all other appropriate relief.
- 23. Amendments by Developer. Developer, acting alone and at any time, may amend these Restrictions by an instrument in writing filed and recorded in the records of the Clerk and Recorder for Tangipahoa Parish, Louisiana, without approval of any Owner or other person with an interest in any Lot. In any amendment of these Restrictions by Developer, Developer may add, change or delete provisions in these Restrictions, the effect of which may be to create new restrictive covenants, modify restrictive covenants and/or otherwise make these Restrictions more or less restrictive. Each owner, by acceptance of a deed or other conveyance of a Lot, agrees to be bound by such amendments as are permitted by this Section.

THUS DONE AND SIGNED by the APPEARERS on the day and month and year first above written and in the presence of me, Notary Public, and the undersigned competent witnesses.

WITNESSES:

FIRST HORIZON, INC.

Tammy Temple
Tammy Temple

By: [Signature]
A. J. Parker, Agent

DSL/D, L.L.C.

Charlene Hamilton
Charlene Hamilton

By: [Signature]
Sauln A. Sullivan, Agent

[Signature]
Donald L. Miers, Jr., Notary Public
Bar Roll No. 26687