

COB BOOK NO. 408
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~~Amendment~~ DATE 4/21/05

SEP 23 1983

RESIDENTIAL RESTRICTIONS

RECORDED
R. J.

OF

DY. CLERK
LIVINGSTON PARISH

RIVER PINES PLANTATION, PHASE III
(HEADRIGHT 38, T8S, R6E,
LIVINGSTON PARISH, STATE OF LOUISIANA)

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Tangipahoa, State of Louisiana, personally came and appeared:

R. P. P. CORP., a Louisiana corporation herein represented by James D. Scherer, its duly authorized President,

who declared:

Apparor is the owner of all of the lots included in the survey and plat of River Pines Plantation, Phase III, situated in Headright 38, T8S, R6E, Livingston Parish, Louisiana, prepared by William J. Bodin, Jr., of Bodin & Webb, Inc. dated January 4, 1982, and filed with an Act of Dedication dated September 21st, 1983, as required by La. R. S. 33:501 et seq;

WHEREAS, Apparor desires to subject said lots in River Pines Plantation, Phase III to certain residential restrictions to provide for the preservation of the values and amenities in said development, each and all of which are for the benefit of the said property and each owner thereof;

NOW, THEREFORE, Apparor declares that all of the lots of River Pines Plantation, Phase III, shall be held, sold and conveyed subject to the following residential restrictions which shall be binding upon all parties having any right, title and interest in said lot or any part thereof, their successors and assigns, and shall inure to the benefit of each owner of said lots, to-wit:

1. USES

All lots are for residential use only. No business activity of any kind will be allowed except in the Marina Area where such uses as launching ramps, fuel docks, boat houses, convenience store, boat sales and service, restaurants or other compatible activity will be allowed.

2. TEMPORARY STRUCTURES

No mobile homes, trailer, shack, or tent can be placed on any lot. No barn, garage, or other outbuilding or any structure of a temporary character shall at any time be used either temporarily or permanently as a residence.

RODNEY C. CASHE
ATTORNEY AT LAW
P. O. DRAWER 1509
HAMMOND, LA. 70404
(504) 842-8848

FILED Sept 23 1983 AT 9:13 M.
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3. STRUCTURE TYPE

No structure shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling which may have a garage or other appropriate outbuilding.

4. DWELLING SIZE

No dwelling shall be permitted on any lot having a living area, exclusive of open porches, carports or garages, of less than 1,000 square feet.

5. BUILDING LOCATION

All foundations including porches, but not steps, must be set back not less than 30 feet from the front line (facing street), nor closer than 5 feet from the side lines, nor closer than 10 feet to the rear line on off-water lots.

6. USE OF DWELLINGS PRIOR TO COMPLETION

AND BUILDING MATERIALS

No building may be occupied as a dwelling or residence before the exterior wall and roof have been covered and finished with a material generally accepted in this area as finish material. Finish material shall include brick, wood, stucco and pre-finished fiberboard for exterior walls and asphalt, abestos and cedar shingles for roof. When wood is used for exterior use, it shall be finished with the proper number of finished coats of paint or stain. Materials such as galvanized iron, building felt, roll siding, roll roofing imitation brick or stone marked asphalt composition siding shall not be used as finish material. Boathouses must be finished with the same materials as above plus baked-on enamel metal and galv-alum roofing may also be used.

7. FENCES

No fence shall be built nearer to the front lot line than the foundation of the dwelling and no fences shall exceed 42 inches in height. In the event a fence is built on the property line between lots, there is no obligation on the adjacent owner to pay any portion of the cost but if the adjacent owner desires to join onto said fence and use the same as part of his own, then he must pay the other owner 1/2 the value of said fence determined at the time of its construction and must thereafter bear 1/2 the maintenance.

8. RE-SUBDIVISION OF LOTS

These covenants prohibit the resubdivision of lots to any dimensions smaller than those shown on the official recorded plat. However, this does not prohibit the use of more than one lot, nor does it prohibit two lot owners from

purchasing a lot lying between their respective lots and then dividing it between them, provided only one dwelling be placed on the lot and one half thus created.

9. BOATHOUSES AND DOCKS

Boathouses and docks are to be built within the property lines of the lot. Combination boathouse-dwellings are acceptable.

10. SEWERAGE AND WATER UTILITIES

No residence may be occupied until it is connected to the sewer and water lines. Any dwelling constructed with a finish floor grade that will not allow gravity flow of sewerage to the collection lines, must install a lift pump. A fee will be charged for sewerage and water to be determined by R. P. P. Utility Corporation.

11. WATERWAYS

No swimming or the dumping of debris will be allowed in the water ways. Boats must be operated so as not to make a wake that will cause erosion of the banks or damage moored boats. Caution signs must be observed for boating safety.

12. NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No motor bikes, motorcycles or go-karts may be operated in the subdivision or upon the lands of the R. P. P. CORP. No firearms are to discharged within the subdivision nor closer than 600 feet to the perimeter of the subdivision.

13. LIVESTOCK AND POULTRY

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 under control by the owner.

14. OIL AND MINING OPERATIONS

No oil drilling or mining operation or their attendant activities can be carried on upon any lot.

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15. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the subdivision.

16. MAINTENANCE OF LOTS

The owners of the lots assume the obligation to keep their property from growing in weeds, underbrush or unkept grass. They are also obliged to keep their property clear of trash and debris.

17. TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. These restrictions may be amended at any time in whole or in part by an instrument signed by a majority of the owners of the lots of River Pines Plantation, Phase III.

18. ENFORCEMENT

The rights given to any owner of any of the lots in River Pines Plantation, Phase III, as well as to the developer, to personally enforce or enjoin by legal action or otherwise, any violation of the restrictions set forth herein, whether such owner is contiguous, near, or otherwise, to the party violating said restrictions or conditions.

19. DAMAGE TO FACILITIES

All owners of lots as well as contractors employed by said owners, shall take all necessary precautions to protect against damage to the streets, water, sewerage, drainage, power and other facilities in R. P. P., Phase III. The respective lot owners shall be responsible for all damages caused to said facilities by themselves, their contractors, employees or agents, and shall cause any damage to be repaired immediately, in failure whereof, the developer, as well as any owner of any lots in R. P. P., Phase III shall have the right to repair said drainage and to be paid a reasonable charge for said damage.

20. APPROVAL OF BUILDING PLANS

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

21. EXCEPTIONS

The developer of this subdivision shall have the right to use a lot for the purposes of a model home and to use the same as a sales office. The developer also reserves the right to place a mobile home or other temporary building on a lot to be used as a sales office.

THUS DONE AND SIGNED in my office in Hammond, Louisiana, on this 21st day of September, 1983, before the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

R. P. P. CORP.

Charlene B. Bever

BY: James D. Scherer
JAMES D. SCHERER, President

Mary S. Zaccari

[Signature]
NOTARY PUBLIC