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Current as of March, 2003

ACT OF DEDICATION OF SERVITUDES,
PRIVILEGES AND RESTRICTIONS OF
FRENCH BRANCH ESTATES SUBDIVISION,
PHASE ELEVEN-A (11-A),
PARISH OF ST. TAMMANY, STATE OF LOUISIANA,
UNITED STATES OF AMERICA

BE IT KNOWN, that on this 30th day of August, 1993,

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

PERSONALLY CAME AND APPEARED:

DEMAC, INC., a Louisiana corporation, authorized to do business in the State of Louisiana and herein represented by Don A. McMath, President by virtue of a resolution of said corporation recorded at COB 1555, folio 929 of the official records of St. Tammany Parish, Louisiana, who declared that:

WHEREAS, the Appearer is the record owner of the following described property, to-wit:

ALL THOSE CERTAIN LOTS OR PARCEL OF LAND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, being situated in Section 7, Township 9 South, Range 15 East and Section 12, Township 9 South, Range 14 East, St. Tammany Parish, Louisiana, being more fully described as LOTS 300-312, 343 and 390, PHASE ELEVEN (11A), FRENCH BRANCH ESTATES SUBDIVISION, as per plat of subdivision by J.V. Burkes & Associates, Inc.

WHEREAS said Appearer desires to protect and further its interest in and to the above described property and also desires to protect and further the interest of any and all future owners of the property.

NOW, THEREFORE, in consideration of the foregoing, said Appearer does by these presents establish, create, and impose upon the above described property the following conditions, servitudes, restrictions and privileges, which will govern the purchase and ownership of this property.

The purpose of these servitudes is to establish and maintain French Branch Estates Subdivision as a prime residential subdivision, protecting the investment of its property owners.

UNOFFICIAL COPY**Current as of March, 2003****RESTRICTIVE COVENANTS**

These restrictions are intended to cover the construction of new buildings and remodeling of existing buildings in French Branch Estates Subdivision. The covenants set forth herein are intended to run with the land and are to be binding on the purchasers herein and all owners of lots in said subdivision for a period of twenty-five (25) years from the date that these covenants are recorded. Said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by two-thirds (2/3) of the owners of all the lots in the subdivision has been recorded. An agreement to change said covenants in whole or in part may be made by a vote of owners of two-thirds (2/3) of the lots. Enforcement shall be by any legal proceeding against any person or persons violating or attempting to violate any covenant; either to restrain or enjoin violation or to recover damages, or both.

An Architectural Control Committee has been established for the purpose of approving plans and specifications of all construction within the subdivision. There will be a charge of one hundred fifty and 00/100 (\$150.00) dollars for review of each building plan. The Architectural Control Committee shall initially consist of Don McMath. He shall have full authority to approve plans and specifications, and enforce the restrictive covenants subject to review by other members of the committee. The committee shall consist of three (3) persons, initially appointed by Don McMath when 95% of the Lots have been built upon. Rulings by the chairman may be appealed to the full Committee, whose decision shall be final unless appealed to the lot owners. Any lot owner who is aggrieved by any action or forbearance from action by the Architectural Control Committee (or by any policy, standards or guidelines established by the Architectural Control Committee) may appeal the decision to the lot owners of the lots in Phase 11-A within 15 days, at a meeting of the lot owners called for this purpose or any other purpose by the Committee.

No building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change (including, without limitation, any other information specified by the Architectural Control Committee) shall have been submitted to and approved in writing as to safety, harmony of structures and topography and conformity with the design concept for the community of French Branch Estates Subdivision by the Architectural Control Committee.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, walls, aerials, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any lot or upon any of the common areas within the community or to combine or otherwise join two or more dwellings, or to partition the same after combination or to remove or alter any windows or exterior doors of any dwelling, or to make any change or alteration within any dwelling which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other lot owner, or impair any servitude, until the complete plans and specifications, showing the location, nature, shape, height, material color, type of construction and/or any other proposed form of change (including, without limitation, any other information specified by the Architectural Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for French Branch Estates.

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The Architectural Control Committee may in its sole discretion modify building setback and side yardlines, so long as such modification does not conflict with Parish Ordinance.

The Architectural Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and/or record such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, lot coverage, building set-backs, minimum square footage of the finished area of improvements, materials, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this article or any other provision or requirement of this Act of Dedication.

The following non-exclusive guidelines are given as general requirements subject to interpretation by the Architectural Control Committee:

1. Each lot shall be used only as a single-family residence and will not be further subdivided and sold in smaller parcels. All detached buildings shall be submitted to the Committee for approvals as to design and use. Detached buildings shall be limited primarily to garage, swimming pool, cabana, greenhouse or guesthouse not to be used for rental but to be used for occasional guests or servants.
2. Each dwelling shall have a minimum of 2400 square feet under roof. Each residence shall have at least a two car garage and/or carport which shall be included in calculating the 2400 square feet minimum.
3. All houses shall have a garage and/or carport which shall accommodate a minimum of two (2) cars and include an enclosed storage area which shall be suitable for the storing of lawn mowers, bicycles, etc. Garage doors and the doors of any other storage room or the like shall be maintained in a closed position. Any garage with its opening facing the front of the property shall be set back at least twenty (20) feet from the front of the main structure.
4. Buildings shall not be located on any lot nearer than fifty (50) feet from the front property line, nor twenty (20) feet to the side property line, nor nearer than twenty (20) feet to the rear property line as shown on the plat of subdivision, whichever is greater. No driveway shall be located nearer to the side property line than ten (10) feet or nearer to an intersection than fifty (50) feet. Driveway culverts where needed shall be corrugated steel with an inside diameter of fifteen (15) inches. The culverts shall be installed with a flow line at least twenty-four (24) inches below the centerline of the street. The culvert location and elevation shall be approved by the Committee prior to permanent installation.
5. No noxious or offensive trade or activity shall be carried on upon any lot or within any dwelling situated upon the property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other members of the subdivision.
6. The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited on any lot or within any dwelling situated upon the property, except that this shall not prohibit on any lot or within any dwelling situated upon the property, the keeping of dogs, cats and/or caged birds as domestic pets, provided, they are not kept, bred or maintained for commercial purposes, and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members of the subdivision. Pets shall be registered, licensed and inoculated as may from time to time be required by law.
7. No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any lot; provided, however, that the storage of building materials and equipment shall be permitted during improvements located upon any lot.

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8. No inoperative vehicle, commercial vehicle, trailer, truck, camper, camp truck, house trailer, boat or other machinery or equipment of any kind or character, except for such equipment and/or machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling or other improvements located upon the property, and except for such equipment and/or machinery as may be required in connection with the maintenance and operation of the common areas and community facilities, shall be kept upon the property, nor shall the repair of other vehicles be carried out thereon (except for bona fide emergencies); provided, however, that this restriction shall not apply to vehicles, trailers, boats, machinery, equipment or the like stored and kept within an enclosed storage room or garage.
9. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any lot. Garbage, trash and other refuse shall be placed in covered containers.
10. No lot shall be divided or subdivided and no portion of any lot (other than the entire lot) shall be leased, transferred or conveyed for any purpose. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions hereof shall not be construed to prohibit the granting of any servitude and/or right-of-way to any state, parish, municipality, political subdivision, public utility or other public body or authority, or to the Association or the dedicators.
11. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like shall be installed or maintained on any lot above the surface of the ground.
- 11A. [From amendment #00888754:] A water system is installed throughout the subdivision. All homes, structures, buildings etc. Shall use this water system. Individual water wells are specifically prohibited. All solid waste collection shall be obtained from the Environmental Services Commission of St. Tammany Parish or its successors.
12. No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.
13. Except for those trees that must of necessity be removed in order to clear any lot or portion of a lot for purposes of the construction of improvements thereon, no sound hardwood trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any lot without written approval of the Association acting through the Committee. The Board of Directors of the Association may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the property, as it may consider appropriate.
14. No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, playhouse, shed, or other buildings shall be erected, used or maintained on any lot at any time; provided, however, the foregoing restriction shall not prohibit the maintenance of those temporary structures, trailers or the like which are necessary during the construction, remodeling and/or renovation of any improvements thereon. No such structures, trailers or the like shall be utilized for dwelling purposes and all such structures, trailers or the like shall be removed from the lot promptly following the completion of any of such improvements.
15. Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas", no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any lot or dwelling situated upon the property, except one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling.
16. No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any lot which may damage or interfere with any servitude for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.
17. Septic tanks, and/or sewer treatment plants if allowed, by law shall be installed in a manner which will assure flow of the effluent to a drainage ditch adjoining the front, rear or side of the property.

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18. No member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member direct, supervise or in any manner attempt to assert control over any employee of the Association.
19. No dwelling or other improvements which are located upon the property shall be permitted to fall into disrepair and all such dwellings and other improvements (including lawn and other landscaped areas) shall be maintained in good condition and repair.

THUS DONE AND SIGNED, in my office in Slidell, St. Tammany Parish, Louisiana, on the day, month and year herein first above written and in the presence of the undersigned competent witnesses who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

DEMAC, INC.

Signed By: Don A. McMath, President

WITNESSES:

Signed By: Shirley E. Harris

Signed By: Teresa Davidson

SWORN TO AND SUBSCRIBED, before me, this 30th day of August 1993.

Signed By: Gary Duplechain, Notary Public

DT. Reg #471,080

Inst #873100

Filed St. Tammany Par

09/01/1993 03:15:00PM mur

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Document #00876906

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AMENDED RESTRICTIONS
 FRENCH BRANCH ESTATES SUBDIVISION,
 PHASE 11-A,
 PARISH OF ST. TAMMANY, STATE OF LOUISIANA
 UNITED STATES OF AMERICA
 LOTS 300-390

BE IT KNOWN, that on this 29th day of September 1993, BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, therein residing before the undersigned competent witnesses;

PERSONALLY CAME AND APPEARED, DEMAC, Inc., a Louisiana Corporation with its principal place of business in Slidell, St. Tammany Parish, Louisiana, represented herein by Don A. McMath, President, duly authorized, who after being duly sworn and deposed did state unto me, Notary, that:

Appearer is presently the record owner of all lots located in French Branch Estates Subdivision Phase 11-A, said lots being more particularly described as Lots 300-390.

[Instrument #00888754 amends #00876906 to read: Lots 300-312, 343 and 390]

The original restrictions for these lots is recorded at COB Instrument No. 873100 of the official records of St. Tammany Parish, Louisiana.

In accordance with these restrictions appearer desires to amend said restrictions in the following particulars.

That an error was committed in preparing said restrictions in that the name of said subdivision wherever mentioned read as follows:

“FRENCH BRANCH ESTATES SUBDIVISION, PHASE ELEVEN (11)” when in truth and fact the name of said subdivision wherever mentioned therein should read as follows:

“FRENCH BRANCH ESTATES SUBDIVISION, PHASE 11-A”.

Appearer further states that all other items, conditions and covenants contained in the restrictions recorded at COB Inst. #873100 for Phase 11-A will remain the same.

Appearer further states that they request and authorize the Clerk of Court to make mention of these amendments in the margin of the restrictions recorded at COB Inst. #873100 of the official records of St. Tammany Parish, Louisiana, to serve as occasion may require.

THUS DONE AND SIGNED on the day, month and year first hereinabove written in the presence of the undersigned competent witnesses, who hereunto subscribe their names with said appearers, after reading of the whole.

DEMAC, INC.

Signed By: Don A. McMath

WITNESSES:

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Signed By: Terri G. Dupris

Signed By: Patricia K. Ray

Signed By: Cynthia M. McGlone, Notary Public

DT. Reg #476,920

Inst #876906

Filed St. Tammany Par

09/30/1993 10:00:00AM

COB

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Document #891621

UNOFFICIAL COPYCurrent as of March, 2003**AFFIDAVIT OF CORRECTION****BY: J.V. BURKES, III****FRENCH BRANCH ESTATES SUBDIVISION,****PHASE 11-A,****PARISH OF ST. TAMMANY, STATE OF LOUISIANA****UNITED STATES OF AMERICA**

BEFORE ME, the undersigned Notary Public duly commissioned and qualified for the State of Louisiana, and Parish of St. Tammany,

PERSONALLY CAME AND APPEARED: J.V. BURKES, III, CIVIL ENGINEER

who being first duly sworn by me, deposed:

That after further examination of French Branch Estates Phase 11-A Subdivision Plat, File No. 1163, filed: September 29, 1993, in the Clerk of Court Office, St. Tammany Parish, Louisiana, it was discovered that certain additions and or corrections needed to be made to said Plat.

1. The municipal addresses should be as follows:
 - Lot 300 is 215 but should be 217 Rue Carroll
 - Lot 301 is 213 but should be 215 Rue Carroll
 - Lot 302 is 211 but should be 213 Rue Carroll
 - Lot 303 is 209 but should be 211 Rue Carroll
 - Lot 304 is 207 but should be 209 Rue Carroll
 - Lot 305 is 202 but should be 206 Rue Carroll
 - Lot 306 is 204 but should be 208 Rue Carroll [apparent error in affidavit. Affidavit says 209]
 - Lot 307 is 206 but should be 210 Rue Carroll
 - Lot 308 is 208 but should be 212 Rue Carroll
 - Lot 309 is 210 but should be 214 Rue Carroll
 - Lot 310 is 212 but should be 216 Rue Carroll
 - Lot 311 is 214 but should be 218 Rue Carroll
 - Lot 312 is 216 but should be 220 Rue Carroll
 - Lot 343 is 305 but should be 301 Rue Piper
 - Lot 390 is 307 but should be 303 Rue Piper
2. That the 25 foot drainage easement in the rear of Lots 343 and 390 should be a 40 foot drainage and utility easement.
3. That the 25 foot drainage easement along the south side of lot 343 should be a 35 foot drainage and utility easement.
4. That the 10 foot utility easement in front of lots 305 and 306 should be a 20 foot utility easement.
5. That Lot 304 shows a distance of 208.31 along a line bearing south 89 degrees 44 minutes 18 seconds east, when in fact the distance is 168.21 feet.
6. That the distance between Lots 306 and 307 was omitted and is 224.43 feet.

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The Affiant does hereby authorize and request the Clerk of Court of St. Tammany Parish, Louisiana, to make mention within Affidavit of Correction on the office record File No. 1163 on file in her office, file September 29, 1993, to serve as occasion may require.

Signed By: J.V. Burkes, III, Civil Engineer, Louisiana Registered, C.E. #6997

WITNESS:

Signed By:

Signed By:

SWORN TO AND SUBSCRIBED BEFORE ME THIS 20th DAY OF JANUARY 1994.

Signed By: Cynthia M. McGlone, Notary Public

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Current as of March, 2003

Document #00888754

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Current as of March, 2003

AMENDED RESTRICTIONS
 FRENCH BRANCH ESTATES SUBDIVISION,
 PHASE ELEVEN-A (11-A),
 PARISH OF ST. TAMMANY, STATE OF LOUISIANA
 UNITED STATES OF AMERICA
 Lots 300-312, 343and 390

BE IT KNOWN, that on the 23rd day of December 1993, before the undersigned competent witnesses;
 PERSONALLY CAME AND APPEARED, the following persons, representing a majority of the record
 homeowners within Phase 11-A and 11-B of FRENCH BRANCH ESTATES SUBDIVISION, St. Tammany Parish,
 Louisiana.

The following individuals own the Lot or Lots as shown below:

Record Owners	# of Lots	Lot #'s
<u>Phase 11-A</u>		
MORRISON (HIGHLAND HOMES)	1	300
CUSTOM CRAFT HOMES	2	301 & 302
NEFKEN	1	304
RAY BECK, INC.	2	306 & 309
WINGERTER, PHILIP, ET UX	1	308
ROSEWOOD HOMES (KATHORAH, INC. d/b/a)	3	310, 311, & 390
LAGASSE (DELACO CONSTRUCTION, INC.)	1	312
DEMAC	4	303, 305, 307 & 343

PHASE 11-B

DEMAC ALL LOTS IN PHASE 11-B

In accordance with Item #11 of said restrictions appearers desire to amend those restrictions recorded at Inst. #873100; amended at Inst. #876906 for Phase 11-A Lots 300-312, 343 and 390 and Inst. *878921 for Phase 11-B Lots 313-343 and 344-357, FRENCH BRANCH ESTATES SUBDIVISION to amend Item #11 adding item #11-A that will provide for the following:

A water system is installed throughout the subdivision. All homes, structures, buildings etc. Shall use this water system. Individual water wells are specifically prohibited. All solid waste collection shall be obtained from the Environmental Services Commission of St. Tammany Parish or its successors.

That an error was committed in preparing said restrictions for Phase 11-A of French Branch Estates Subdivision registered at Inst. #873100; amended at Inst. #876906 St. Tammany Parish, Louisiana in that the lot numbers were incorrectly stated and that same should read as follows:

Lots 300-312, 343 and 390, Phase 11-A, FRENCH BRANCH ESTATES SUBDIVISION

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Appearers further state that all other items, conditions and covenants contained in the restrictions recorded at Inst. #873100; amended Inst. #876906 for Phase 11-A and Inst. #878921 for Phase 11-B remain the same.

Appearers further state that they request and authorize the Clerk of Court to make mention of these amendments in the margin of the restrictions recorded at Inst. #873100; amended Inst. #876906 for Phase 11-A and Inst. #878921 of the official records of St. Tammany Parish, Louisiana, to serve as occasion may require.

THUS DONE AND SIGNED on the day, month and year first hereinabove written in the presence of the under-signed competent witnesses, who hereunto subscribe their names with said appearers, after reading of the whole.

Signed By: PHILLIP G. WINGERTER, III

Signed By: DON McMATH

Signed By: ERIC WENDEL for KATHORAH, INC. d/b/a ROSEWOOD HOMES

Signed By: JAMES MORRISON for HIGHLAND HOMES, INC.

Signed By: RAY BECK, INC. by RAYMOND L. BECK, Jr.

WITNESSES:

Stephanie Swinea

Francine Grand

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the parish and State aforesaid, therein residing;

PERSONALLY CAME AND APPEARED; Stephanie Swinea, a person of the full age of majority who being first duly sworn, deposed and stated unto me, Notary, that he/she is one of the witnesses to the foregoing Amendment of Restrictions, and that the signatures thereto are true and genuine, affixed thereto by their own free will in my presence and in the presence of Francine Grand.

Signed By: Stephanie Swinea

SWORN TO AND SUBSCRIBED BEFORE ME, NOTARY PUBLIC, THIS 28th DAY OF DECEMBER 1993.

Signed By: Gary P. Duplechain , Notary Public

DT. Reg #494,987

Inst #888754

Filed St. Tammany Par

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12/28/1993 02:20:00PM lef

COB