

Tangipahoa Parish Recording Page

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First VENDOR

FORBES FARMS LLC

First VENDEE

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

S/NATALIE BATISTE
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On (Recorded Date) : 04/18/2005

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File Number 689865



Deputy Clerk

Return To :

TILLERY, ROBERT W
ATTORNEY AT LAW
P.O. BOX 1298
HAMMOND, LA 70404

1 **ACT CREATING**
2 **DEED RESTRICTIONS**
3 **AND COVENANTS**

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

4
5
6 **BY: Forbes Farms, L.L.C.**

7
8 **FOR: Forbes Farms Subdivision Phase 2**
9 **Residential Lots Only**

10
11
12 **BEFORE ME**, Notary, on this 15th day of April 2005, in the Parish and State aforesaid,
13 and in the presence of the undersigned competent witnesses, personally came and appeared:

14
15 **FORBES FARMS, L.L.C.**, a limited liability company organized under the laws of
16 the State of Louisiana, domiciled and doing business in Tangipahoa Parish,
17 Louisiana, herein represented by T. JAY SEALE, Member/Manager, the mailing
18 address of which is declared to be 44015 Parker Boulevard, Hammond, La.
19 (hereinafter referred to as "Developer").
20

21 **WHICH DEVELOPER DECLARED**, that it is the record owner of a portion of ground
22 located in Section 30, Township 6 South, Range 8 East, Tangipahoa Parish, Louisiana, being a
23 parcel containing 37.87 acres on which 105 residential lots have been developed, known as
24 Forbes Farms Subdivision Phase 2 (residential lots only). Said lots are described in accordance
25 with the plat and survey prepared John E. Bonneau & Associates, Inc. dated 11/3/2004, recorded
26 in the official records of the Parish of Tangipahoa, State of Louisiana, at Instrument # 684078,
27 COB 1008, Page 513, hereinafter referred to as the "Plat". Full legal descriptions of the parcel
28 on which the residential lots are located and the location of the said lots thereon, are shown by
29 reference to the said subdivision plat which has been approved by City of Hammond authorities
30 and annexed into the City Limits of the City of Hammond, and duly filed with the Clerk of
31 Court, Tangipahoa, as Forbes Farms, Phase 2 all of which is incorporated hereby by reference.
32

33 **AND WHICH DEVELOPER DECLARED**, that it desires to submit Forbes Farms
34 Subdivision Phase 2, (residential lots only) to certain deed restrictions and covenants in order to
35 supplement the Restrictive Covenants, Dedication and Building Setbacks shown on the Plat, and
36 for the preservation of values in the subdivision; and in order to accomplish this end it is
37 necessary that these deed restrictions, covenants and Building Setbacks be placed of record; and
38 further, that Developer intends these Restrictions to supercede all other restrictions which may
39 have been adopted for Forbes Farms Subdivision, except those restrictions which apply to
40 FORBES FARMS, PHASE I and PHASE I-A.
41

42 **NOW THEREFORE**, the Developer hereby declares that all residential lots in Forbes
43 Farm Subdivision Phase 2, shall be and are held, conveyed, hypothecated, encumbered, sold,
44 leased, rented, used, occupied and approved subject to the covenants, privileges, restrictions and
45 contractual obligations and rights as hereinafter set forth, all of which are declared to be in aid of
46 a plan for the improvement of the Property. These Deed Restrictions and Covenants shall be

47 deemed to run with the land and bind the land, and shall inure to the benefit of and be
48 enforceable by the Developer, the Association, the FFPOA, their successors and assigns, and any
49 person acquiring or owning an interest in the Property and improvements or any portion thereof.

50
51 **COVENANTS, DEED RESTRICTIONS AND OBLIGATIONS**
52 **FOR FORBES FARMS SUBDIVISION PHASE 2**
53 **(Residential Lots Only)**
54

55 **I. DEFINITIONS**
56

- 57 A.) Architectural Control Committee: Shall mean and refer to Forbes Farm
58 Subdivision Architectural Control Committee authorized and provided for
59 hereinafter.
60
61 B.) Association: Shall mean the Forbes Farms Property Owners Association, Inc.
62
63 C.) Developer: Shall mean FORBES FARMS, L.L.C., its successors, assigns, or
64 transferees.
65
66 D.) Lot: Shall mean each of the subdivided parcels of real property designated for
67 residential construction and private ownership in FORBES FARM
68 SUBDIVISION PHASE 2, as shown on the recorded plat, and any other lots in
69 future phases of the subdivision if Developer elects to add future phases to these
70 restrictions, as adjacent land owned or hereafter purchased by Developer is
71 developed.
72

73 Rules and Regulations: Shall mean the Rules and Regulations as may be promulgated by
74 the FFPOA from time to time, governing the rules and standards for construction, use and
75 enjoyment of Lots, and the procedures for obtaining necessary variances and prior approval for
76 site preparations and construction.
77

78 **II. USE OF PROPERTY**
79

- 80 A.) The residential lots in the subdivision were developed for single family use by
81 the Developers and submitted for approval as such to City of Hammond
82 authorities. The lots shall be subjected to no other use than single family
83 residences, except that one owner may own one or more lots in addition to the lot
84 on which his home may be situated. The lots shall be subject to uses as
85 appropriate for the zoning designations to which the lots were subjected at the
86 time when the lots were approved or as subsequently approved by the Planning
87 and Zoning Commission of the City of Hammond.
88
89 B.) All improvements on the lots shall be constructed in accordance with the
90 requirements provided herein below and shall thereafter be maintained by the
91 owner in a clean, safe, attractive condition and in good repair.
92

- 93 C.) FORBES FARMS SUBDIVISION PHASE 2 shall be operated as a gated
94 subdivision and as part of FORBES FARMS SUBDIVISION, PHASE I, with
95 entry way security restrictions designed to exclude unwanted persons from access
96 to FORBES FARMS SUBDIVISION PHASE I and PHASE 2. Security
97 apparatus, including the gate mechanisms and access to streets within the
98 Subdivision from outside, shall be governed by the FORBES FARMS
99 PROPERTY OWNERS ASSOCIATION, INC. Streets shall be privately owned
100 and maintained by the FORBES FARMS PROPERTY OWNERS
101 ASSOCIATION, INC. (see Section VIII hereof).
102

103 **III. PROHIBITED ACTIVITIES**
104

- 105 A.) No Lot shall be used for any commercial purposes or home occupation such as
106 beauty shops, day care facilities, dress shops, etc.
107
- 108 B.) No animals, birds, or fowl shall be kept or maintained on any part of the property
109 except for dogs, cats, and pet birds, which may be kept thereon in reasonable
110 numbers as pets for the pleasure and use of the occupants, but not for any
111 commercial use or purpose. No dogs may be kept on chain runs. Dogs which
112 exhibit excessive barking or which otherwise are nuisances to neighbors are not
113 permitted.
114
- 115 C.) No clothes lines or similar outdoor drying apparatus shall be located on the
116 subject property.
117
- 118 D.) No accumulation, storage or burning of trash (including yard refuse such as
119 leaves) and no accumulation or storage of litter, lumber, scrap metal, building
120 materials, new or used, shall be permitted in open areas of any lot, provided,
121 however, that the storage of building materials and equipment shall be permitted
122 during periods of new construction, remodeling and/or renovation of any
123 improvement located upon any lot, for periods deemed reasonable by the FFPOA.
124
- 125 E.) No structure of a temporary character such as a trailer, camper, camp truck, house
126 trailer, mobile home, or other prefabricated structure having once been designed
127 to be moved on wheels, and no tents, shacks, barns or other outbuilding shall be
128 used on any lot at any time as a residence either temporarily or permanently.
129
- 130 F.) Except for those trees that must of necessity be removed in order to clear any lot
131 or portion of a lot for purpose of the construction of improvements thereon, no
132 sound trees measuring in excess of six (6) inches in diameter and three (3) feet
133 above the ground shall be removed without written approval of the FFPOA.
134 Further, before cutting any tree, the builder or owner should take every precaution
135 to protect existing trees on the lot or adjacent lots. Such precautions may include
136 (but are not limited to) topping trees and/or any procedures as may be determined
137 by FFPOA. Further, additional care should be taken to preserve any valuable
138 plants which may exist in the Subdivision. Dead or dying trees shall be removed

139 by lot owners. Stumps visible from the street shall be ground to the grade of the
140 lot. Reference is made to Canopy Tree Restrictions on the plat of FORBES
141 FARMS SUBDIVISION, PHASE 2, see Section VII.
142

143 G.) Garbage and rubbish receptacles shall not be visible from the street when stored
144 and shall not be placed on the street for garbage collection sooner than 8:00 p.m.
145 the night before collection day, and shall be removed from the street not later
146 than 8:00 a.m. on the day following the collection day.
147

148 H.) No owner will do or permit to be done any act upon his property which is, or may
149 become, a nuisance to the other owners or which is unsafe, hazardous or illegal.
150 Prohibited nuisance activities shall include the repetitive revving operation of
151 loud motors such as motorcycle engines, outboard motors, or other internal
152 combustion engines at high rpm levels.
153

154 I.) No individual water supply systems (except shallow wells for irrigation use only),
155 and no sewerage treatment plants or septic tanks shall be permitted. Water and
156 sewer services shall be supplied by Parish or Municipal authorities.
157

158 J.) No cars or other vehicles may be parked on the streets or lawns on more than a
159 temporary basis (not to exceed 4 hours). Further, boats and RV's and utility
160 trailers shall not be parked in open view, but must be housed in enclosed garages
161 or similar facilities, or behind a fenced or landscaped enclosure approved by
162 FFPOA.
163

164 K.) No changes in the elevations or drainage of the land, other than changes to
165 meeting government regulations, shall be made on the property without prior
166 approval of the FFPOA. Such changes shall in no manner adversely affect any
167 neighboring property.
168

169 L.) All antennas must be of the concealed type installed inside attic space or other
170 enclosure, as allowed by the Federal Communications Commission, or approved
171 by the FFPOA. Satellite receiver dishes must be of the modern, small size (such
172 as Direct TV) and shall be mounted in a workmanlike manner to the structure.
173

174 M.) Outdoor music speakers, radios, public address systems and the like, whether
175 temporary or permanent, are expressly prohibited if same can be heard from
176 adjacent lot areas. Noise emanating from inside a structure shall not be audible
177 outside the structure. All other noise which offends, disturbs or constitutes a
178 nuisance is expressly prohibited.
179

180 N.) No work or construction of any kind can be done on the Property except with the
181 prior approval of the FORBES FARMS PROPERTY OWNERS ASSOCIATION,
182 INC. (FFPOA).
183

- 184 O.) No owner shall install or cause to be installed any mailbox except as approved by
185 the FFPOA. The FFPOA reserves the right to require standardized mailboxes for
186 all lots, which will be supplied by FFPOA for the cost thereof.
187
- 188 P.) Where security systems are installed, they shall be engineered and installed in a
189 manner to be switchable to silent alarm systems which automatically dial police
190 or fire departments rather than sounding external alarms. If, in the opinion of the
191 FFPOA, or the Association, the alarm system is irritating neighbors because of the
192 frequency of false alarms, the owner shall switch the alarm system to silent, or
193 disconnect it.
194
- 195 Q.) Lot owners shall keep their lawns mown to a short attractive length, and free of
196 noxious weeds. If an owner fails to discharge this obligation, the Association or
197 the FFPOA may cause the lot(s) to be mown or otherwise manicured, and the
198 owner of such lots shall be obligated to pay this expense together with reasonable
199 costs of collection.
200

201 **IV. EASEMENT OVER LOTS**
202

203 The Developer shall have the right to grant reasonable licenses, easements and rights of
204 way for sewer, water, storm drain, telephone, electricity, gas, cable T.V. and other utility
205 lines over portions of the lots prior to the sale of the lot to the owner occupant.
206 Specifically, there is herein and hereby established a drainage servitude five (5') feet wide
207 along the interior sideline of each lot which shall be graded by owner/builder so as to
208 drain the lot from the back toward the front of the lot and the street.
209

210 **V. ARCHITECTURAL CONTROL AND CONSTRUCTION**
211

- 212 A.) **Architectural Control Committee.** No structure shall be erected on any lot or
213 elsewhere on the Property by any person, firm or corporation without the prior
214 approval of the Architectural Control Committee of FFPOA. For purposes of this
215 section, the word "structure" shall be construed most broadly and shall include but
216 not limited to buildings, swimming pools, fences, sheds, walls, porches, signs,
217 towers, driveways, walks, television antennae, storage facilities and any other
218 thing erected or placed on any part of the Property. For purposes of this section,
219 any addition to a present structure shall be considered a structure and shall require
220 architectural approval. If the Architectural Committee has not taken action on the
221 application for the construction within 30 days after receipt of the required plans,
222 then the construction of the subject structure shall be deemed approved.
223

224 In addition to the matter otherwise provided herein, architectural control shall
225 include the approval of a structure's size, structural construction materials,
226 exterior appearance and location on the lot, and window treatment of the windows
227 facing the street. The architectural control committee has the authority to
228 disapprove structures which it deems not to coincide with the aesthetics of the

subdivision or which it deems to be too repetitive within the subdivision, in its sole discretion.

The owner/builder shall submit two sets of plans to FFPOA at the 44015 Parker Boulevard, Hammond, Louisiana, which plans shall be signed as either approved or rejected within a reasonable time period, not to exceed 30 days. One signed set will be returned, the other retained for the FFPOA's records. The plans shall be submitted with a set of specifications and a site plan showing the building size, slab elevation, setback lines, driveway location, any other paving, fences and culverts to scale, to the FFPOA at the address listed in paragraph 1 above. The plans shall show the name and address of the design professional (architect, draftsman, planner) and the date of the plan. At the request of FFPOA, the owner/builder shall submit a complete color palette of exterior colors and materials, providing the manufacturer's identification and product name for all exterior materials and colors. Roofing materials may be identified by product name with a color brochure.

In the case of brick structures, FFPOA shall have the right to require a brick color palette (i.e., a mock up panel of brickwork) to be provided illustrating the range of colors within the palette and the color of mortar and method of raking joints. Modifications or changes in the plans undertaken during construction shall be approved by FFPOA if they affect the elevation or color palette in any way, or if they result in a reduction of square footage. The FFPOA shall have the right to require AS BUILT drawings upon completion in such a case.

There shall be no appeal to the decision of the FFPOA regarding approval of architectural design within the subdivision.

The Architectural Control Committee of the FFPOA shall consist of the Developer for a period of 15 years from the date these Restrictions become effective; thereafter, the Architectural Committee shall consist of 3 persons selected by majority vote of the FFPOA who are owners of lots in FORBES FARM SUBDIVISION PHASE I and PHASE 2 [together with the owners of subsequently developed phases added to these restrictions in accordance with Section I(D) above]. The Developer shall have the right, but shall not have the duty, to withdraw from service on the Architectural Committee at any time after 75% of the lots have been sold.

- B.) **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 FFPOA, unless the committee grants an extension. Construction must be substantially completed within twelve (12) 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 FFPOA from time to time, and applicable building codes, and in accordance with the plans and

specifications submitted to and approved by the FFPOA. Any change in plans and specifications during construction from those approved by the FFPOA shall be resubmitted for specific approval.

C.) **Disclaimer.** Review of plans and specifications by the FFPOA 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(ies). No person shall have any right or cause of action against the FFPOA for alleged negligent or intentional failure to advise of any deficiencies or defects in the plans submitted or the construction erected on lots within the subdivision.

D.) **Sign Control.** No sign shall be placed on a lot or on the exterior of any building constructed on a lot without prior approval of the FFPOA, except a sign offering a lot or lots for sale and signs supporting candidates for political office, until the election. Such signs may not exceed four (4) square feet. However, a larger sign may be erected by the Developer at a location approved by the FFPOA. This section does not affect signs announcing the name of the subdivision, which shall be of such size and at such location as the FFPOA determines appropriate.

E.) **Authority to Grant Variances.** The Architectural Control Committee of FFPOA 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 Architectural Control Committee's opinion that the variance will improve the quality and/or appearance of the project or will alleviate practical difficulties or undue hardship. Such variances as may be presented to the Architectural Control Committee shall be considered on an individual, case-by-case basis, and shall not be deemed to set any precedent for future decisions by the Architectural Control Committee. Nor shall the grant of a variance in any manner alter the force or effect of the restrictions with regard to other lots.

VI. **OWNER'S RIGHT OF ENJOYMENT**

Subject to the provisions of these restrictions, and any regulations established by the FFPOA or the Association, every member shall have a right to use and enjoy the property or lot acquired and owned by the said member as the legal owner thereof, subject to the provisions of and restrictions contained in these restrictions and covenants:

A.) The right of the FFPOA, in accordance with its rules and bylaws, to take such legal action as might be prudent and necessary to enforce the restrictions herein, including injunctive action.

B.) The right of the FFPOA to take such steps as are reasonably necessary to protect the property values in the said subdivision, and to prevent unsightly

320 accumulations and the like from remaining on the property of any member, in
321 violation of these restrictions.

322
323 Should any property owner fail to properly maintain its property, grounds and/or
324 facilities, or in any manner allow its property to become detrimental to the
325 aesthetic scheme of the subdivision, or violate these restrictions in any manner,
326 then the FFPOA, its agent, employees, and/or contractors shall have the right to
327 enter upon the property in order to take such corrective actions as will alleviate
328 the situation. In this instance:

- 329
- 330 1.) Such an entry by the FFPOA, its agent, employees, and/or contractors
331 upon the property shall not be deemed to be a trespass.
332
 - 333 2.) Prior to entry upon the property, the FFPOA shall give written notice to
334 the property owner by actual delivery or certified mail, that failure of the
335 owner to remedy the deficiencies complained of within five (5) days of
336 receipt of demand may result, in the Association's entry upon the property
337 to remedy the situations complained of.
338
 - 339 3.) The FFPOA shall assess the property owner for the full costs of such work
340 performed for the owner's benefit. The FFPOA shall have the right to
341 continue taking such corrective actions from time to time until the
342 property owner pays the assessment levied and arranges to accomplish the
343 task of rectifying the situation.
344

345 **Enforcement of Restrictions.** In addition to the rights of the Association and the
346 FFPOA as provided for herein, any owner of property within FORBES FARM
347 SUBDIVISION PHASE I or PHASE 2 may enforce these restrictions by means of filing
348 suit against the lot and the owner in violation hereof, as is authorized by and provided for
349 in the, La. R.S. 9:1145, et seq. The party cast in judgment shall pay all reasonable legal
350 fees and court costs.

351

352 **VII. SPECIAL PROVISIONS**

353

354 A). Dwelling Size.

355

356 Forbes Farm Subdivision, Phase 2 shall consist of the following described lots
357 with dwelling sizes as indicated below:

358

359 Lots 111-131: 1700 square feet of living area (heated and cooled).

360

361 Lots 105-110; 132-134, 168-187: 2000 square feet of living area (heated and
362 cooled).

363

364 Lots 83-104, 157-167: 2300 square feet of living area (heated and cooled).
365

366 Lots 135-156: 3000 square feet of living area (heated and cooled).
367

368 For 111-131, if a structure of more than one story, there will not be less than nine
369 hundred (900) square feet of living area on the ground floor. Each residence will
370 have, in addition, at least a two-car garage.
371

372 For all other lots, if a structure of more than one story, there will not be less than
373 one thousand fifty (1050) square feet of living area on the ground floor. Each
374 residence will have in addition, at least a two-car garage.
375

376 **B.) Building Location Elevations**
377

378 The front, rear and side yard requirements which shall apply to all lots in the
379 subdivision, are those described under "Building Setbacks" shown on the Plat.
380 Any and all servitudes, and the like as shown on the plat, are adopted and
381 incorporated, and construction of any nature which interferes with such servitudes
382 is prohibited. These yard requirements apply to both the primary living structure
383 and accessory buildings, but not to driveways or other paved surfaces. The
384 architectural style, proportions and materials of the accessory building should
385 match or be compatible with that of the primary structure, and plans and locations
386 therefore must be submitted just as for the primary structure. FFPOA may grant
387 set back variances for accessory buildings or structures in its discretion.
388

- 389 1). All driveways and aprons and off street parking areas must be finished
390 with a top layer of concrete or asphalt. Gravel may only be used as the
391 surface layer during the construction of a home, but is not permitted after
392 the home is completed. Each driveway must have two (2) expansion
393 joints, one on either side of the culvert.
394
- 395 2.) The placement of driveways on lots must be approved by the FFPOA to
396 assure that there are no entrances or exits of driveways which interfere
397 with traffic flow at intersections and to assure that aesthetics of the overall
398 subdivision are preserved. No driveway shall be permitted to be built any
399 closer to any property line than two (2') feet.
400
- 401 3.) Any owner who owns two or more adjacent lots, may construct a building
402 across the common side line of the lots, subject to compliance with all
403 other setback requirements. There can never be more than one dwelling on
404 any one lot, and garage apartments are expressly prohibited.
405
- 406 4.) Construction of any nature, except fences which do not interfere with the
407 use of the servitude, is prohibited in any utility or drainage easements.
408 Driveways, naturally are a further exception, and may cross servitudes, to
409 join the street.

- 410 5.) The minimum elevation for the lowest floor of all residences shall be
411 determined from the latest FEMA Flood Insurance Rate maps, as obtained
412 from the Parish Engineering Department or a licensed surveyor.
413
414 6.) All piers on raised houses shall be faced with a material which is
415 compatible with the building materials of the residence, and lattice or
416 other material shall be used to close/skirt in the open area, between the
417 piers.
418
419 7.) No Lot shall be re-subdivided from the dimensions shown on the Plat,
420 except with the written consent of the Association or the FFPOA. This
421 shall be in addition to any approval required by applicable regulations of
422 the City of Hammond.
423

424 **C.) Fences.**

425
426 All fences must be approved prior to construction by the FFPOA for appearance,
427 placement and materials. No fence shall extend forward of the front corner of the
428 house into the front yard area, it being the intention that only rear and side yards
429 be fenced. Fences should not exceed six feet (6') in height. No barbed wire or
430 other dangerous material can be used. No chain link is allowed on any lot. No
431 fence, wall, hedge or shrub which obstructs sight lines at elevations between two
432 feet (2') and six feet (6') above the roadway shall be placed or permitted to remain
433 on any corner lot within the triangle area formed by the street property lines and
434 the lines connecting them at points twenty five feet (25') from the intersection of
435 the street lines extended. The same sight line limitations apply on any lot within
436 twenty feet (20') feet from the intersection of a street property line with the edge
437 of a driveway pavement. No tree or shrub shall be permitted to remain within
438 such distances of such intersections unless the foliage line is maintained at
439 sufficient height to prevent obstructions of such sight lines.
440

441 Owners of lots on the perimeter of Forbes Farm Subdivision which back up to
442 landscape fencing provided by Forbes Farm Subdivision shall have the obligation
443 to maintain and paint the interior face of the subdivision fence, using paint
444 materials and colors approved by the Forbes Farm Subdivision Architectural
445 Control Committee
446

447 **D.) Electrical Service.**

448
449 Electrical service shall be subsurface fed from utility rights of way and shall be
450 fed underground to the residence at the owner's expense. No overhead electrical
451 drops shall be permitted.
452

453 **E.) Cable TV Drops.**

454
455 Cable TV drops shall be underground to the residence or outbuildings on each lot.

456 **F.) Prohibited Building Materials and Colors.**
457

458 The following building materials shall not be used on any structures within the
459 subdivision:
460

- 461 1.) Metal roofing (except v-crimp tin when placed on a farmhouse or cottage-
462 type structure or standing seam steel; and steel shingles).
463
464 2.) Roll roofing.
465
466 3.) Board & batten siding, if cut on the bias.
467
468 4.) Poured-in-place concrete walled structures, unless faced with appropriate
469 materials.
470

471 Roofing colors, masonry and siding colors, and trim colors, regardless of
472 materials, shall be subject to review and approval by the FFPOA.
473

474 No gable elevation shall be constructed with siding above brick veneer unless
475 separated by an intervening roofline. The FFPOA shall carefully review plans
476 which use mixed materials on one elevation, as well as plans which utilize
477 extremely steep roof pitches, highly stylized facade trim and decoration, and/or
478 architectural embellishments and thematic accents which are nontraditional to the
479 South Louisiana and the Hammond community. It shall be the intent of the
480 FFPOA to insure that neighborhoods within Forbes Farms Subdivision Phase 2
481 have a reasonable degree of architectural homogeneity.
482

483 Masonry materials and construction techniques, including the construction and
484 appearance of mortar joints, shall be in keeping with general architectural themes
485 of Forbes Farms Subdivision, Phase 2 as interpreted by the FFPOA. Traditional
486 brick styles such as Old Chicago and Old St. Louis shall be encouraged, along
487 with brick palettes containing a traditional array of color and texture.
488

489 **G.) Yard, security and landscape lighting.**
490

491 No floodlights shall be projected towards the street or outwards from a building in
492 such a manner to present an annoyance to a neighbor. No night watchman-type
493 lighting shall be installed lower than 20 feet from the ground.
494

495 **H.) Landscaping and Grading.**
496

497 Prior to occupancy, all lots shall be sodded with commercially grown and
498 furnished landscape sod from the closest front corners of the house, to the margin
499 of the street, which sod shall be applied over a properly prepared and graded
500 surface and laid solid.

501 Site preparation prior to laying sod shall include setting the drainage grade of the
502 roadside swale so as to maintain subdivision drainage after the installation of the
503 sod.

504
505 No sod shall be required for lawn areas in which raised landscape bedding is
506 furnished and installed prior to occupancy.

507
508 All corner lots shall be completely sodded on the side street yard in the same
509 manner as provided above.

510
511 Owners shall plant in the front yard two (2) high-landscape value trees of species
512 approved by FFPOA or the Hammond Tree Foundation, of 3" caliper or greater,
513 from nursery-grown stock or by transplant with burlap root ball, except where
514 acceptable species exist on site and the Owners take steps to preserve the existing
515 trees. Should any such trees die from age, disease or damage, Owners shall
516 remove the failed specimen and replace within 90 days.

517
518 **I.) Engineering Verification of Lot Drainage Elevations for Driveways and**
519 **Sidewalks.**

520
521 The responsibility of property owners to comply with the subdivision's drainage
522 plan shall extend to:

- 523
524 1.) During construction, setting the proper grades for drainage so that water
525 does not pool;
526
527 2.) Maintaining the drainage set during construction by maintenance of pipes
528 and culverts beneath the drives and walks;
529
530 3.) Correcting the drainage by relocating drives and walks in the event that
531 subsidence or construction defect interfere with drainage once the property
532 has been placed in service. The homeowner shall be deemed to have
533 complied with the provisions of this section if driveways and sidewalks
534 are placed at an elevation supplied by a civil engineer or surveyor
535 acceptable to Forbes Farm L.L.C., and evidenced by an elevation
536 certificate signed by the engineer or surveyor

537
538 **J.) Double Front Loaded Garage Doors**

539
540 Except on lots 111-131, the use of double-front-loaded garages on the front
541 elevation are prohibited without specific approval of the FFPOA. When approved,
542 the owner shall take steps to mitigate the appearance of such doors such as
543 utilizing coach-house door styles, installing two one-car garage doors separated
544 by posts, off-setting the doors by stepping back one garage entrance, and other
545 techniques to break up the visual plane of the garage opening.

547 **K.) Canopy Tree Restrictions**
548

549 Canopy Tree Restrictions ("No Cut Buffer") Restrictions apply to lots 135-145,
550 and lots 96-100, such that lot owners are prohibited from removing mature
551 canopy cover trees within 20 feet of the rear property line, except damaged trees.
552 The same restrictions apply to lots 83-95 and 101-110, except that the canopy area
553 for these lots shall be 10 feet from the rear property line.
554

555 **L.) Outbuildings**
556

557 Outbuildings must be of permanent construction and may not be temporary
558 structures such as PVC or portable storage buildings. Exterior materials and
559 roofing must match exterior materials used in the primary residence in material,
560 trim detail, and color. Site placement must be approved by the Architectural
561 Control Committee, and City of Hammond permitting requirements may also
562 apply.
563

564 **VIII. MATTERS PERTAINING TO GATED SUBDIVISION**
565

566 It is the nature of a gated subdivision that access to the subdivision shall be restricted to
567 owners, guests, authorized service and delivery personnel, and public services (including
568 emergency access by fire, police, and 911 personnel).
569

570 The method of restricting access shall be use of an electronically activated gate system
571 which shall be maintained under standards of operation set by the Association. Nothing in
572 these restrictions shall prevent the Association from increasing or altering the level of
573 security provided within the subdivision, as the needs and means of the residents may
574 dictate. The Association shall develop and maintain for use of residents a Standing Order
575 for the administration of the gate system which shall provide for the manner of use of the
576 gate and other security features of the subdivision. During the initial phases of
577 construction, until occupancy reaches certain minimal levels set by the Developer, the
578 gate mechanism shall remain open during daylight to permit access by construction crews
579 building houses within the development.
580

581 As a gated subdivision, the streets within Forbes Farms Subdivision, Phase I and Phase 2
582 are privately owned by the residents thereof and are administered and maintained by the
583 FORBES FARMS PROPERTY OWNERS ASSOCIATION, INC. From time to time,
584 the streets will require maintenance which shall be the responsibility of the Association
585 and the residents. Certain other aspects of the infrastructure of the subdivision may be
586 public or private, including the gravity-operated internal collection system for sewage
587 waste (the lift station(s) being publically owned and serviced through The Tangipahoa
588 Sewage District). The recreation facilities (pool and cabana and recreation area are
589 privately owned by Forbes Farms LLC, until transferred to FFPOA.
590
591
592

593 IX. MATTERS PERTAINING TO FORBES FARM PROPERTY OWNERS
594 ASSOCIATION, INC.
595

596 The developers have chartered the Association as a not-for-profit corporation, to be
597 owned by the owners of lots in FORBES FARMS SUBDIVISION, PHASE I AND
598 FORBES FARMS SUBDIVISION, PHASE 2, and any subsequent phases which the
599 developer may develop or add to the subdivision.

600
601 Each owner of record of a lot in FORBES FARMS SUBDIVISION, PHASE I AND
602 FORBES FARMS SUBDIVISION, PHASE 2, shall be issued one share of stock in the
603 Association. The shares shall be issued to one individual if a lot is owned by more on
604 than one person. The vote of each lot may not be further divided among owners, but a
605 person owning more than one lot shall be entitled to a vote for each lot owned.

606
607 The Association shall have ownership, dominion, and control over the common property
608 of the subdivision, which common property shall include the streets located within the
609 subdivision, the recreation facilities including the pool and cabana and playground (when
610 ownership has been transferred by Developer to Association) and the gravity-operated
611 internal collection system for sewerage waste (unless transferred by Developer to a public
612 sewage district).

613
614 All of the decisions of the Association (not inconsistent with these restrictions) shall be
615 made by an executive committee selected by the members, which executive committee
616 shall have executive authority over the operations of the Association, in accordance with
617 its Articles and By-Laws.

618
619 The Association shall be entitled to levy charges or assessments incident to the conduct
620 of the business of the Association and in addition, shall have the following specific
621 powers in connection with Forbes Farm Subdivision, Phase I and Phase 2 and all
622 subsequent additional phases:

- 623
624 A.) To promote the well being of, and to enhance and protect the value of the property
625 owned by members of the Association.
626
627 B.) To ensure conveniences and utilities services are provided to members.
628
629 C.) To provide for the maintenance, improvement, operation, and beautification of
630 roadways, entrance-ways, landscaping and common areas and recreational
631 amenities owned by the Association.
632
633 D.) To exercise all of the powers and privileges and perform all of the duties and
634 obligations of the Association as set forth in these restrictive covenants.
635
636 E.) To acquire by gift, purchase, or otherwise to own, hold, improved, build upon,
637 operate, maintain, convey, sell, lease, transfer, dedicate for public use, or

638 otherwise dispose of real or personal property in connection with the affairs of the
639 Association.
640

641 To have and to exercise any and all powers, rights, and privileges which a
642 corporation organized under the laws of the State of Louisiana relating to
643 corporations not for profit may now or thereafter have or exercise.
644

645 To enforce the collection of charges and assessments against any Owner or
646 Owners who incur such charges but fail to pay them within a reasonable period
647 after billing, which enforcement may include legal action for collection, the levy
648 of a lien for unpaid charges, and the withdrawal of gate access. All costs of
649 enforcement, including the reasonable fee of an attorney hired to effect such
650 collection, shall be an expense of the Owner or Owners in arrears.
651

652 X. GENERAL PROVISIONS

653

654 A.) Term. Each provision of this act shall continue and remain in full force and
655 effect for a period of twenty five (25) years and thereafter shall be automatically
656 extended for successive periods of ten (10) years each unless within one (1) year
657 prior to the expiration of any expiration period, this act is terminated by recorded
658 instrument signed by the owners of not less than fifty one percent of the lots of
659 record as of the date of the instrument of termination.
660

661 B.) Amendments. Any provisions contained in this act may be amended by the
662 recordation of a written instruments specifying the amendment or the repeal,
663 executed by the owners of seventy five (75%,) percent of the lots of record as of
664 the date of the instrument(s). The foregoing notwithstanding, during such time as
665 the Developer is the owner of at least one lot in this phase or any later phase
666 which the Developer adds to the provisions of these restrictions, Developer has
667 the authority acting alone to amend the restrictions to the extent deemed necessary
668 and advisable for its legitimate business purpose.
669

670 C.) Effect of Provisions of Act. By filing these restrictions before the sale of any lot
671 in this subdivision, each provision of this act shall be deemed incorporated into
672 each deed or other instrument by which any right, title or interest in any of the
673 property is granted, devised or conveyed, whether or not set forth or referred to in
674 such deed or other instrument.
675


676 D.) Severability. Invalidity or unenforceability of any provision in this act shall not
677 affect the validity or enforceability of any other provision of any valid and
678 enforceable part of this act.
679

680 E.) Captions. Captions and headings herein are for convenience only and are not to
681 be considered substantively.
682

683 F.) No Waiver. Failure to enforce any provisions of this act shall not operate as a
684 waiver of any such provision or any other provision of this act.
685

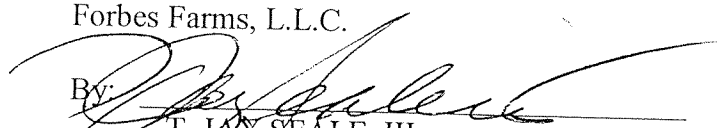
686 **IN WITNESS WHEREOF**, Declarant has executed this instrument as the date set forth
687 in the presence of the undersigned competent witnesses, after reading the whole and for the
688 purposes stated herein.
689

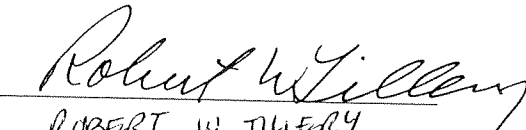
690 WITNESSES:


691 
692 LOU G. CUDDE
693

Forbes Farms, L.L.C.

By:

694 
695 T. JAY SEALE, III
696 MEMBER/MANAGER
697

698 
699 ROBERT W. TILLEY
700

701 
702 NOTARY PUBLIC
703 LESLIE S. BOLNER, NUMBER 21969
MY COMMISSION EXPIRES
AT MY DEATH