

# RUBY DELL SUBDIVISION

## ( LOTS 1 - 9 )

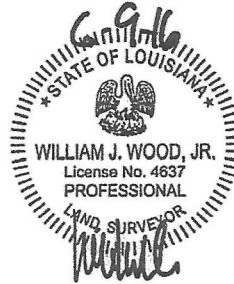
LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER,  
SECTION 42, TOWNSHIP 4 NORTH, RANGE 2 EAST, LOUISIANA MERIDIAN,  
DISTRICT NORTH OF RED RIVER, RAPIDES PARISH, LOUISIANA

### NOTES:

SCHOOL DISTRICTS:  
RUBY WISE ELEMENTARY  
BUCKEYE HIGH SCHOOL

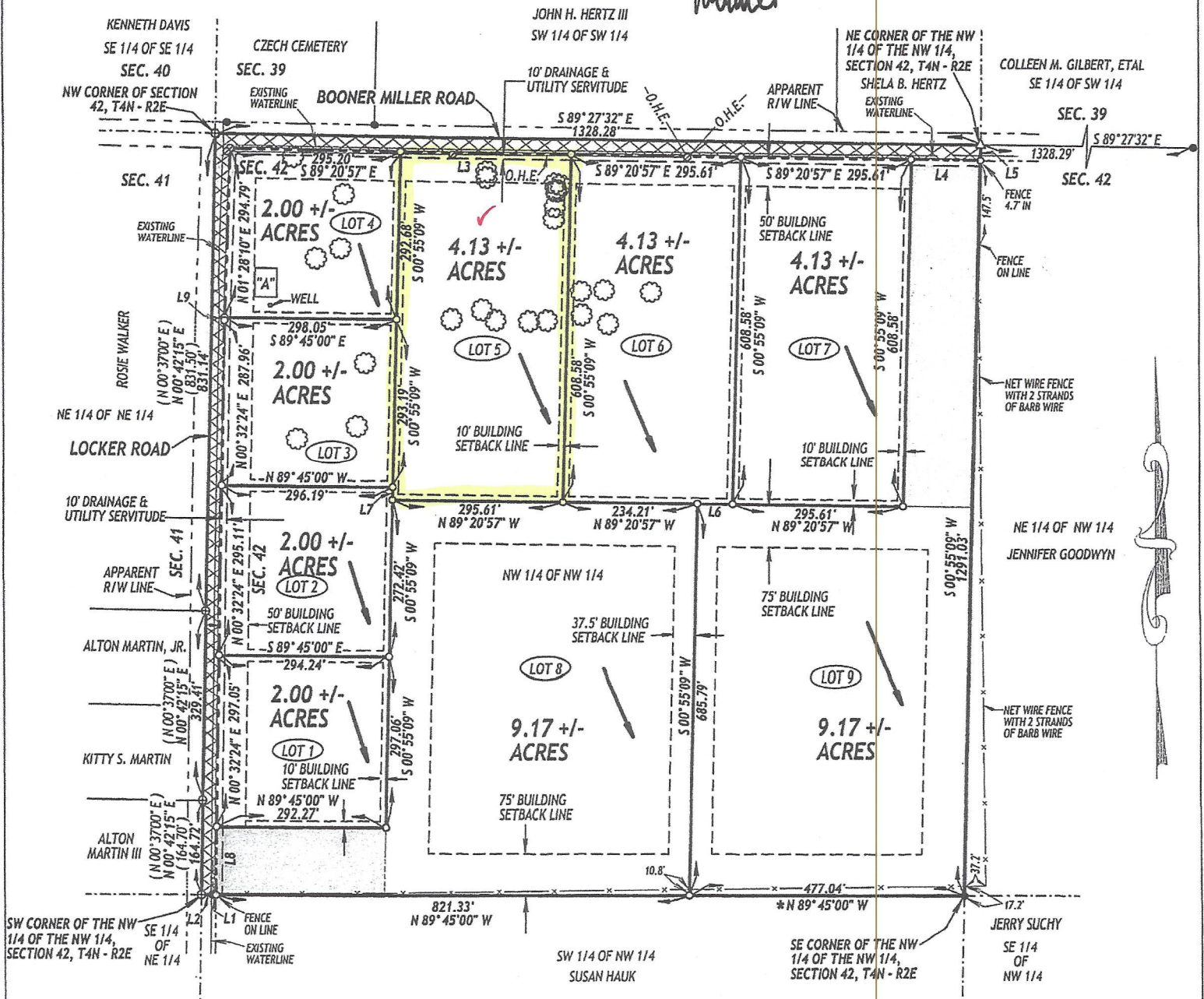
UTILITIES:  
WATER: RUBY - KOLIN WATER DISTRICT  
SEWER: INDIVIDUAL TREATMENT FACILITIES  
ELECTRIC: CLECO  
FIRE PROTECTION: RUBY - KOLIN FIRE PROTECTION DISTRICT #7

## EXISTING DRAINAGE MAP



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89° 45' 00" W	6.10'
L2	N 89° 45' 00" W	18.90'
L3	S 89° 20' 57" E	295.61'
L4	S 89° 20' 57" E	120.00'
L5	S 00° 55' 09" W	27.54'
L6	N 89° 20' 57" W	61.40'
L7	S 00° 55' 09" W	22.71'
L8	N 00° 32' 24" E	120.00'
L9	N 01° 28' 10" E	5.22'

"A" APPROXIMATE LOCATION OF OLD HOMESITE.

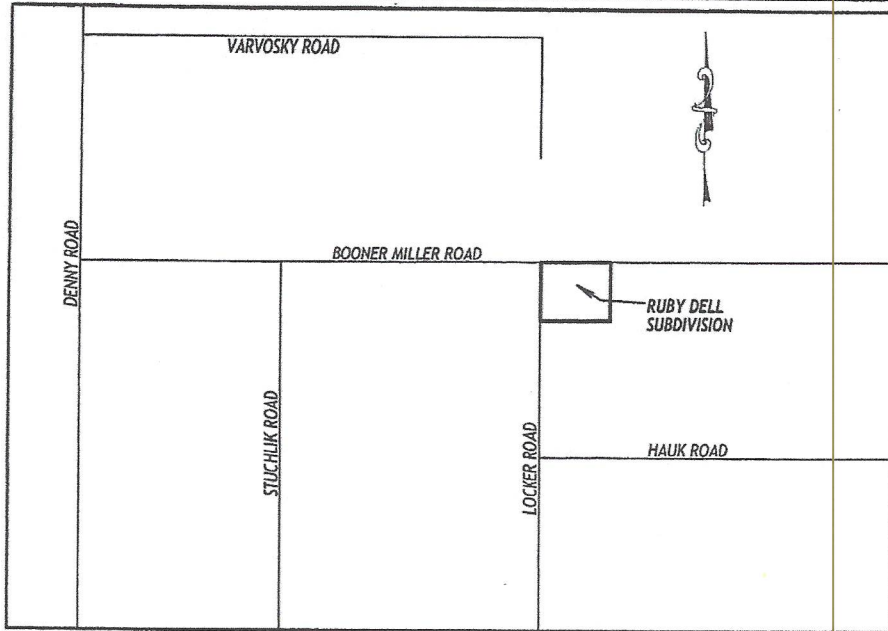


\* BASIS OF BEARINGS:  
BEARING ALONG THE SOUTH LINE OF THE NORTHWEST  
1/4 OF THE NORTHWEST 1/4, SECTION 42, T4N - R2E, TAKEN

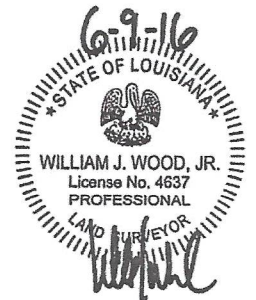
NOTE:  
HATCHED AREA TO BE DEDICATED TO RAPIDES

**RUBY DELL SUBDIVISION  
( LOTS 1 - 9 )**

**LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER,  
SECTION 42, TOWNSHIP 4 NORTH, RANGE 2 EAST, LOUISIANA MERIDIAN,  
DISTRICT NORTH OF RED RIVER, RAPIDES PARISH, LOUISIANA**



**VICINITY MAP**  
NOT TO SCALE



**SURVEY REFERENCES:**

- PLAT OF SURVEY BY STEPHEN BARRETT GREMILLION FOR SUSAN M. HAUK, DATED JUNE 3, 1994.
- PLAT OF SURVEY BY BALLARD & ASSOCIATES, INC. FOR ROSIE WALKER, DATED OCTOBER 4, 2005.
- PLAT OF SURVEY BY ME FOR DARRELL BEJSOVEC, DATED DECEMBER 6, 2004.

**SOILS NOTE:**

PORTIONS OF THIS PROPERTY MAY CONTAIN SOILS WHICH REQUIRE ADDITIONAL REINFORCING CONSIDERATIONS. THIS PLAT DOES NOT REPRESENT SOIL ANALYSIS. BUILDER SHOULD OBTAIN SOIL BORINGS.

**FLOOD NOTE:**

- RUBY DELL SUBDIVISION IS LOCATED IN ZONE "C" PER THE F.E.M.A. FLOOD INSURANCE RATE MAPS FOR RAPIDES PARISH, COMMUNITY - PANEL NO. 220145 0175 B, DATED SEPTEMBER 5, 1984 & COMMUNITY - PANEL NO. 220145 0275 C, DATED SEPTEMBER 3, 1997.

**RIGHT OF WAY / SERVITUDE DEDICATION:**

ON THIS THE 17<sup>th</sup> DAY OF June 2016, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC AND THE UNDERSIGNED COMPETENT WITNESSES, PERSONALLY CAME AND APPEARED EDWIN KIRKLAND, MANAGER OF RUBY DELL, L.L.C., WHO DECLARED THAT HE IS THE OWNER OF THE TRACT OF LAND SHOWN HEREON, AND HE DOES HEREBY DEDICATE AND APPROPRIATE FOR PUBLIC USE, THE RIGHTS OF WAYS AND SERVITUDES SHOWN HEREON AS OUTLINED, FOR THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF STREETS, UTILITIES AND DRAINAGE IMPROVEMENTS FOR THE PERPETUAL USE BY THE PUBLIC.

**NOTES:**

- THE DEVELOPMENT OF EACH LOT INDICATED HEREIN SHALL BE IN ACCORDANCE WITH THE BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS RECORDED IN CONVEYANCE BOOK 2044, PAGE 500, RECORDS OF RAPIDES PARISH, LOUISIANA.
- NO TREES, SHRUBS OR PLANTS SHALL BE PLANTED, NOR SHALL ANY BUILDINGS, FENCES OR OTHER IMPROVEMENTS BE CONSTRUCTED OR INSTALLED WITHIN OR OVER ANY SERVITUDE SO AS TO PREVENT OR UNREASONABLY INTERFERE WITH ANY PURPOSE FOR WHICH THE SERVITUDE WAS GRANTED.
- A SEARCH OF PUBLIC RECORDS FOR EXISTING RIGHTS OF WAYS AND SERVITUDES WHICH MAY AFFECT TITLE TO THE PROPERTY HEREIN SURVEYED, WAS NEITHER REQUESTED NOR MADE.
- NO SEARCH WAS CONDUCTED FOR UNDERGROUND UTILITY OR DRAINAGE LINES.

BY: Edwin Kirkland, Jr. Melissa Johnston  
EDWIN KIRKLAND, JR. DATE 6/17/16 WITNESS DATE  
Melissa Johnston 6/17/16  
Scott M. Brune Tia Jamison  
NOTARY PUBLIC DATE 6/17/16 WITNESS DATE  
Scott M. Brune La State 2017 Tia Jamison 6/17/16

**APPROVED AND ACCEPTED BY:**

RAPIDES AREA PLANNING COMMISSION

Charlie Moore 6/20/16  
CHARLIE MOORE DATE  
CHAIRMAN, RAPC

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF L.R.S. 33: 5051 AND THE SUBDIVISION REGULATIONS AND LAWS OF THE PARISH OF RAPIDES, STATE OF LOUISIANA, THAT THE HEREIN PLAT IS BASED ON AN ACTUAL SURVEY DONE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE CORNERS INDICATED HEREIN HAVE

William J. Wood, Jr. 6-9-16

BUILDING RESTRICTIONS & COVENANTS  
FOR  
RUBY DELL SUBDIVISION

STATE OF LOUISIANA  
PARISH OF RAPIDES

1583819  
FILED & RECORDED  
ROBIN L. HOOTER  
RECORDER  
2016 AUG 24 PM 2:29  
BY Kelly Meek  
DECLERK & RECORDER  
RAPIDES PARISH LA

BE IT KNOWN that on this the 23<sup>rd</sup> day of August, 2016, before me, the undersigned Notary Public in and for the State and Parish aforesaid, personally came and appeared:

RUBY DELL, L.L.C., (the "Developer") a Louisiana Limited Company, with its mailing address of 301 Booner Miller Road, Deville, LA 71328, represented herein by Edwin L. Kirkland, Jr., duly authorized member, pursuant to a Limited Liability Resolution recorded at conveyance book 2038, page 635, records of Rapides Parish, Louisiana.

Who declared to me, Notary, in the presence of the undersigned competent witnesses, that the Company are the owner of that development known as RUBY DELL SUBDIVISION, (the "Subdivision") which property is more fully shown on a plat of survey prepared by William J. Wood, Jr., P.L.S., dated the 9<sup>th</sup> day of June, 2016, and duly recorded in Plat Book 35, page 20-22, ("recorded plat") of the records of Rapides Parish, Louisiana, all of the following described lots in RUBY DELL SUBDIVISION, a subdivision in Rapides Parish, Louisiana.

WHEREAS, RUBY DELL, L.L.C., IS THE PRESENT OWNER OF Lots 1 through 9, of that development known as RUBY DELL SUBDIVISION, which property is more fully shown on a plat of survey prepared by William J. Wood, Jr., P.L.S., dated the 9<sup>th</sup> day of June, 2016, and duly recorded in Plat Book 35, page 20-22 of the records of Rapides Parish, Louisiana.

That appeared does hereby place and impose the following restrictions and covenants upon the said RUBY DELL SUBDIVISION.

1. All Valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the property shall be observed.
2. No lot shall be used except for residential purposes except as otherwise stated in paragraph 8, below or within these restrictions. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, except customary garages and necessary outbuildings .
3. No dwelling shall be permitted on lots 1 through 4, with a floor area of the main structure, exclusive of open porches and garages, and exterior storage that is less than 2250 square feet heated and cooled area. No dwelling shall be permitted on lots 5 through 9, with a floor area of the main structure, exclusive of open porches and garages, and exterior storage that is less than 2500 square feet heated and cooled area.
4. No building shall be located on lots 1 through 7 nearer to the front lot line or nearer to the side street line than the minimum of building set back lines shown on the recorded plat. In any event, no building shall be located on lots 1 through 7, nearer than fifty (50) feet to the front lot line, or nearer than ten (10) feet to any side street lot line. The building set back lines in the recorded plat shall determine the front and side street. All dwellings must face the front street, which can be determined by the set-back requirements on the final recorded subdivision plat. No building shall be located on lots 8 through 9, except within the interior of the Building Setback Lines as shown on the recorded plat. nearer to the front lot line or nearer to the side street line than the minimum of building set back lines shown on the recorded plat. No building, structure of improvements may be constructed or placed in the shaded area of lots 8 through 9, as shown on the recorded plat. The shaded area is reserved to the owner for use of placement of driveway for ingress and egress and for the location of surface and subsurface utilities.
5. No building shall be located nearer than ten (10) feet to any interior lot line. No dwelling shall be located on any interior lot nearer than ten (10) feet to the rear lot line. For the purposes of this restriction, eaves, steps and open porches shall not be considered as part of a building, providing, however, that they shall not be constructed to permit any portion of a building on a lot to encroach another lot.

65-  
9/15

6. If a lot owner also has title to all or a portion of an adjoining lot, which lots are contiguous then in that event, such combined areas shall be considered as a "Lot" for all purposes under these restrictions.
7. Dwellings that are constructed to have front entry garages or carports shall be constructed in a manner that vehicles cannot be seen from the front street. It is the intention of this restriction that front garages must be enclosed and rear carports or garages are situated in a manner that vehicles are not visible from the front street.
8. No animals, livestock or poultry of any kind shall be raised, kept or bred on lots 1 through 4,, excepting dogs, cats, or other household pets, providing that they are not kept, bred, or maintained for any commercial purpose or in such numbers or conditions as may be offensive to the other property owners and providing further that said pets kept on these premises must not be allowed to roam free, but must be restrained on the owner's premises by adequate leashes or fencing. The owners of lots 5 through 9, shall be permitted to conduct agriculture operations and to house livestock and house hold pets on these lots, together with customary out buildings associated with the agriculture operation and to house the livestock. All livestock housed on lots 8 through 9, must be contained and shall not be permitted to occupy the first 200 feet, of the Shaded Area of lots 8 through 9, as shown on the recorded plat, beginning at the public road and going in the direction away from the public road. On the lots wherein livestock is located, the lot must be fenced .
9. No building, sidewalk, parking area, fence, wall or other improvement shall be erected, altered or repaired until the building plans, specifications and plat plans showing the location, elevation and grade lines of such building or other structure, or such other description of the proposed work, shall be furnished to and approved in writing by the Developer herein. However, the right of the Developer to review such plans shall expire at such time as the Developer no longer owns any lots in the Subdivision. In the event the Developer or its designee shall fail to give written approval or written disapproval of any plans, specifications, plat plans or work description submitted to it within thirty (30) calendar days after such submission, then such approval shall be deemed to have otherwise been given. One set of approved plans shall be retained by the Developer.

All required submissions that are identified above must be either mailed or delivered to the Developer at 301 Booner Miller Road, Deville, LA 71328, being the office of the Developer.

10. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building line.
11. No privacy fence shall be constructed or allowed to remain nearer the street than a minimum building setback line or building lines unless otherwise noted on the recorded plat.
12. All construction and building plans shall be submitted to the Rapides Area Planning Commission for approval and permits before beginning construction. This shall include but not be limited to a site plan, which indicates a drainage plan that meets the Rapides Area Planning Commission approval.
13. Construction of new buildings only shall be permitted. No mobile homes, manufactured homes or modular homes shall be permitted. It being the intent of this covenant to prohibit the moving of existing buildings onto a lot and remodeling or converting same into a dwelling unit in this subdivision.
14. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
15. Easements and/or servitude for installation and maintenance of utilities and drainage facilities are reserved on the recorded plat. Within these easements and/or servitude, no structure, or materials shall be placed or permitted to remain which may damage or interfere with the installation and flow of drainage channels in the easements and/or servitude area of each lot and all improvements on it, such as grass and shrubs, shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
16. The servitude, rights and privileges established, created and granted by this declaration shall be for the benefit of, and restricted solely, to the Developer, the owners, and their respective heirs, executors, administrators, legal representatives, successors and assigns, and any owner may grant the benefit of such servitude, rights or privileges to his lessees and guests and their immediate families for the duration of their leases or visits, but the same is not intended nor shall be construed as creating any rights in or for the benefit of the general public. Any notice required to be sent to any owner under the provisions of this declaration shall be deemed to have been properly sent when mailed to the last known address of the person who appears as owner at the time of such mailing.
17. All swimming pools shall be constructed in such a manner that they are in the rear of the home totally fenced and not visible from the front street.

18. Each owner shall at all times comply in all respects with all government, health, fire and police requirements and regulations.
19. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be there on which may be or may become an annoyance or nuisance to the neighborhood.
20. All waste shall be kept in sanitary containers, and all such containers for storage and disposal of such waste shall be kept in a clean and sanitary condition. No unreasonable or unsightly accumulation of storage or litter, new or used building materials, or trash of any kind shall be permitted upon any lot. Trash in garbage containers should not be permitted to remain in public view except on days of collection.
21. No lot or portion thereof shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garden compost may be kept in quantities required by one household only, provided it is not visible from the street and is kept free of any obnoxious odor, insects and rodents.
22. No oil drilling, oil development operations, oil refining, coring or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
23. No equipment, including air-conditioning and heating systems shall be located in any front yard, and shall be obscured by fencing or plants if visible from the street. The fencing or plants shall be in place within one year of issuance of the Certificate of Occupancy.
24. No business shall be conducted on any lot, nor shall any other activity be done thereon which may become an annoyance or nuisance to any lot owner.
25. Trucks with tonnage in excess of One (1) ton shall not be permitted to park on the street, driveways, or lot overnight and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in the subdivision at any time. No bus, motor coach, trailer, or other similar vehicle shall be parked, kept or stored, or permitted on the lots within the property, unless same is stored behind the minimum building setback line as shown on the Recorded Plat.
26. No lot nor the street area adjacent thereto shall be used or maintained as a parking or storage area for any vehicles, machinery or implement of any nature whatsoever other than the customary private automobiles, boats and trailers and implements of a recreational nature.
27. Parking shall not be permitted on any of the streets or in front of any of the lots within the Subdivision on a permanent and/or continual basis. However, this restriction shall not be construed to prohibit guest parking on a temporary and non-continual basis.
28. No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the road right of way lines and a line connecting them at points twenty-five feet from the intersection of the road right of ways. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines along the roads on which the Subdivision fronts.
29. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the local public health authority. Approval of such system as installed shall be obtained from such authority.
30. No individual sewerage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the local public health authority. Approval of such system as installed shall be obtained from such authority.
31. No commercial signs of advertisement shall be displayed on any lot by any owner except a sign advertising the lot and improvements thereon for sale or lease which sign shall be no larger than five (5) square feet. The restriction shall not apply to the developer prior to the sale of the respective lot by the developer.
32. Provided also that the breach of any of the foregoing restrictions and covenants shall not defeat or render invalid any title, lien or mortgage made in good faith for value as to the said land and any building or outbuilding erected thereon as herein above provided.
33. These covenants are to run with the land and shall be binding on all owners of lots in this subdivision for a period of twenty-five (25) years from this date. After such initial period, said covenants shall be extended automatically for successive periods of ten (10) years, unless amended, changed or rescinded by recordation of an authentic instrument executed by a majority of the then owners of the lots. Covenants may also be changed, amended or rescinded at any


time by recordation of an authentic instrument executed by the then owners of a majority of the lots and also containing the approval of the undersigned sub-divider, its heirs and assigns.

- 34. Enforcement of the protective covenants and restrictions shall be by legal proceeding against any person or persons violating or attempting to violate these covenants and restrictions, which violation shall be enjoined upon proper legal showing in accordance with the law. The injunctive remedy shall be in addition to, and not exclusive of, the right of any aggrieved party to seek any damages allowed by law.
- 35. Invalidation of any of these covenants by Judgment of Court shall in no way affect any of the other provision hereby which shall remain in full force and effect.

THUS DONE AND SIGNED in Rapides Parish, Louisiana on this the 23<sup>rd</sup> day of August, 2016, in the presence of me, Notary Public, and the undersigned competent witnesses, after a due reading of the whole.

Rapides Parish Clerk of Court

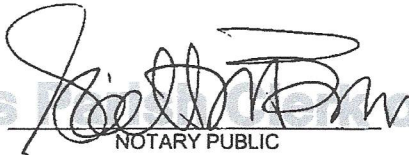
RUBY DELL, LLC

  
WITNESS Melissa Johnston

  
EDWIN L. KIRKLAND, JR.

  
WITNESS DANIEL FLYNN

Rapides Parish Clerk of Court

  
NOTARY PUBLIC  
Scott M. Brame  
La. Bar Roll# 20717

Rapides Parish Clerk of Court

AMENDMENT TO  
BUILDING RESTRICTIONS, COVENANTS AND SERVITUDES  
FOR  
RUBY DELL SUBDIVISION

STATE OF LOUISIANA  
PARISH OF RAPIDES

BY  
2017 JAN 12 PM 4:05  
BY CLERK & RECORDER  
RAPIDES PARISH LA.

1593499  
FILED & RECORDED  
ROBIN L. HOOPER  
RECORDER

BE IT KNOWN that on the day and date hereinafter written, before the undersigned Notary Public, duly commissioned and qualified, personally came and appeared:

RUBY DELL, L.L.C., a limited liability company organized and existing under the laws of the State of Louisiana, currently active and in good standing, domiciled in Rapides Parish, with a mailing address of 301 Booner Miller Road, Deville, LA 71328, represented herein by Edwin L. Kirkland, Jr., one of its members, duly authorized pursuant to the Resolution recorded in Conveyance Book 2038, page 635, records of Rapides Parish, Louisiana,

who, declared unto me, Notary, in the presence of the undersigned witnesses that Ruby Dell, L.L.C., is the owner of Lots 1-9 of Ruby Dell Subdivision, as per plat thereof recorded in Plat Book 35, Page 20-22, records of Rapides Parish, Louisiana, being all of the lots in Ruby Dell Subdivision.

WHEREAS, Ruby Dell, L.L.C. is the Developer of said subdivision and caused certain building restrictions to be placed on the lots in said subdivision, which Declaration of Restrictions, Covenants and Servitudes are recorded at Conveyance Book 2044, Page 500, of the records of Rapides Parish, Louisiana, and as the owner of all of the lots in Ruby Dell Subdivision, it is authorized to make amendments to the Buildings Restrictions imposed on said subdivision and therefore does hereby amend the Building Restrictions as follows:

Paragraph 2, of said restrictions is hereby amended in its entirety to read as follows:

"2. No lot shall be used except for residential purposes, except as otherwise stated in paragraph 8, below or within these restrictions. No building shall be erected, altered, placed or permitted to remain on any lot in Ruby Dell Subdivision, as it is originally platted, other than one detached single-family dwelling, except customary garages and necessary outbuildings. Further, no lot in the subdivision shall be divided or subdivided into a lot smaller than the original lot size on the plat of Ruby Dell Subdivision recorded at Plat Book 35, Pages 20-22. It being the intent of this restriction by the developer that no lot shall be further subdivided into smaller lots or an additional subdivision."

Handwritten initials or mark.

That this paragraph 2, shall supercede the paragraph 2, contained in the original building restrictions in its entirety.

Appearer, Ruby Dell, L.L.C., hereby requests and authorizes the Clerk of Court and Ex-Officio Recorder of Mortgages to make note of this amendment in the margin of her records at Conveyance Book 2044, Page 500, and at Plat Book 35, Page 20, of the records of Rapides Parish, Louisiana.

THUS DONE AND SIGNED on the 12<sup>th</sup> day of January, 2017, at Rapides Parish, Louisiana, in the presence of me, Notary, and undersigned competent witnesses.

RUBY DELL, L.L.C.

Angela Kirkland  
Witness  
Angela Kirkland

By: Ed L. Kirkland, Jr.  
EDWIN L. KIRKLAND, JR.

Joe Edmund O'Quinn  
Witness  
Joe Edmund O'Quinn

[Signature]  
NOTARY PUBLIC