

Tangipahoa Parish Recording Page

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

Received From :
NORTHSHORE TITLE LLC
(985) 542-8817

First VENDOR
BEDICO TRACE

First VENDEE
TO THE PUBLIC

Index Type : Conveyances

Instrument # : 715008

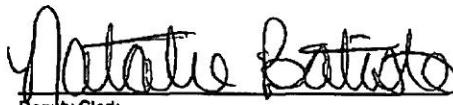
Type of Document : Restrictions - Conveyance Book

Book : 1050 **Page :** 582

Recording Pages : 11

Recorded Information

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


Deputy Clerk

On (Recorded Date) : 03/23/2006

At (Recorded Time) : 11:32:11:000 AM



Doc ID - 008591830011

Return To :
NORTHSHORE TITLE LLC
(985) 542-8817
AMITE, LA 70422

Do not Detach this Recording Page from Original Document

**DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS FOR
BEDICO TRACE, LLC., A SUBDIVISION**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

BE IT KNOWN that on this 13th day of Feb, 2006, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

BEDICO TRACE, LLC.

a Louisiana limited liability company, domiciled in the Parish of Tangipahoa, represented herein by the undersigned officer, duly authorized; who did depose and say that:

BEDICO TRACE, LLC. is now the owner and developer of the real property hereinafter described and by this act imposes upon the property the restrictions, conditions, liens and servitudes hereinafter set forth; **BEDICO TRACE, LLC.** proposes to act in accordance with its charter and as provided herein for benefit of owners who will acquire building sites within the property.

1. PURPOSES:

The purpose hereof is the creation, maintenance, and preservation; of a residential community having a uniform plan of development and the preservation of property values and amenities in that community. The real property described herein is hereby subjected for a period of at least twenty-five (25) years, up to and including April 1, 2030, to the covenants, restrictions, conditions, reservations, liens, and charges herein set out to insure the best use and most appropriate development, improvement and maintenance of each lot and resident thereof; to protect the owners of lots against such improper use of surrounding lots and common property as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development and maintenance of the property; to encourage and secure the erection and maintenance of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain property setbacks from streets; and in general to provide adequately for high type and quality of improvement of the property and thereby to enhance the values of investments made by purchases of lots therein.

2. THE PROPERTY:

2.1 The real property now owned by **BEDICO TRACE, LLC.**, and referred to herein is described as follows and is subject to the covenants, conditions, and restrictions set forth herein:

- a) 90 Acres located in Section 13, T7S, R9E on Hwy 22, Tangipahoa Parish, and being a portion of the following described property, and is more fully set forth in Exhibit "A" attached hereto.

2.2 The property and all portion of hereinafter shall be conveyed, transferred and sold by any record owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, lied charges hereinafter set out, all of which are imposed upon the property and all of which shall run with the land.

3. **IMPROVEMENT RESTRICTIONS:**

3.1 An Architectural Control Board (ACB) shall be made up of the persons who are members of **BEDICO TRACE, LLC.** or upon the sale of 90% of the homes constructed those persons serving members of the Board of Directors of the homeowner's association shall appoint the committee members. All decisions of the ACB shall be final and non-appealable.

3.2 The Architectural Control Board must receive from the lot owners and approve the plans and specifications of any building, residence, or improvement of any kind sought to be built anywhere in the subdivision, and no building, residence, or improvement of any kind may It or started anywhere in the subdivision without first obtaining such approval. The Architectural Control Board's approval or disapproval as required herein and elsewhere in these covenants shall be in writing. No construction shall be started until the plans have been approved in writing by the Architectural Control Board. In the event the Architectural Control Board, or its designated agent, fail approve or disapprove plans within (60) days after plans and specifications have submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the application provisions of these covenants shall be deemed to have been fully complied with.

3.3 No owner shall occupy or use his or her property, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, guests, or domestic help. A long-term lessee may occupy or use the property solely as a private residence for the lessee, the lessee's family, guests, or domestic help. For purposes of these restrictions, a long-term lease shall be considered to be a lease of six (6) months or more duration.

3.4 No fence, wall or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration be made to any building, until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external and location in relation to surrounding structures and topography by the Architectural Control Board. The owner shall paint or decorate any portion of the exterior of the buildings or garages without first obtaining consent of the Architectural Control Board. Notwithstanding the foregoing, nothing shall prohibit an owner from repainting, repairing, or restoring any fence, wall or other structure to the original, previously ad color, size, kind, height, materials, and location without having to obtain new approval from the Architectural Control Board. No outside lines or hanging devices shall be allowed for the drying of clothes or for other purposes. Once a structure, fence, visual barrier, or landscaping of any kind is approved by the Architectural Control Board, the owner shall be required to maintain the same in good and proper condition in accordance with any rules adopted by the Architectural Control Board to maintain the appearance standards and welfare of the Subdivision, and the Architectural Control Board is hereby expressly authorized to promulgate any of such rules.

3.5 All dwellings constructed on any Lot in the subdivision shall meet the following minimum square footage requirements.

- i) No dwelling shall be constructed on any Lot containing less than One Thousand Eighteen Hundred (1,800) square feet of living area.
- ii) The heated and cooled area of the first floor of any dwelling shall have a ceiling height of not less than nine (9") feet.
- iii) Brick and stucco veneer to face street except front dormer may be vinyl.

3.6 Each dwelling constructed on a Lot shall have an enclosed double car garage.

3.7 The finished floor elevation of each dwelling constructed on a Lot shall be in accordance with the State of Louisiana and the Parish of Tangipahoa regulations.

3.8 With respect to the established drainage pattern on any Lot, and as part thereof, these restrictions hereby establish the following requirements which shall be observed and satisfied by each Lot owner for his/her Lot, to-wit:

- i) Each Lot shall be graded to drain to the nearest appropriate drainage servitude unless the Architectural Control Committee indicates otherwise.
- ii) Each Lot owner shall create and maintain a drainage way ("swale"), being five feet in width immediately adjacent to the interior side Lot, in order to provide for and carry drain water from his/her Lot and from the adjoining Lot to the nearest appropriate drainage servitude. No fence shall substantially interfere with the drainage flow in this swale area.
- iii) Each owner shall permit reasonable ingress and egress on his/her Lot by the Developer and/or Association for the purposes of maintenance and preservation of the established drainage pattern, the Drainage Servitude areas, and the said swale areas. There shall be no affirmative obligation of the Developer or the Association for any drainage construction or maintenance.
- iv) With respect to the drainage of his/her Lot, an owner shall be required to comply with the grading, elevation and fill requirements of these restrictions and the Architectural Control Committee at the time he shall construct a residence on his Lot.

3.9 All buildings houses or primary structures shall be set back a minimum of 25 feet from the front property line. Utility servitudes are hereby established in accordance with the Plat.

3.9 (a) The side (7.5') and rear (25') setback line restrictions established hereinabove shall apply to all types of buildings, structures, sheds and other constructions and works on any Lot except swimming pools and decks. In no event shall a swimming pool or deck be located nearer than five (5') feet to any Lot line or violate any other laws or regulations.

3.9 (b) All driveways and aprons must be concrete and must connect the driveway from the street to the garage. All driveways shall be a minimum of ten (10) feet in width and shall be constructed not closer than one (1') foot from the side property line.

3.0 (c) No individual water wells or sewerage treatment systems shall be allowed on any Lot. Each Lot shall utilize the central sewerage and water systems available within the subdivision for a water and sewerage uses.

3.9 (d) Developer and/or its designee may construct a model home or office within the confines of **BEDICO TRACE, LLC** which notwithstanding anything herein to the contrary, may during the period of new construction of homes within the subdivision:

- 1) Operate as a sales and business office for developer and/or its designee.
- 2) Maintain storage facilities for building and construction materials used for new home construction within **BEDICO TRACE, LLC**.
- 3) Temporary parking of equipment, tractors, trailers, and trucks will be allowed for new construction purposes as necessary for construction.
- 4) Place promotional signs within the front yard area of the office site and any other location owned by Developer not exceeding forty (40) square feet per sign.

3.9 (e) Outside lighting, outside music, or sound-producing devices, and any other mechanical devices shall be subject to the approval of the Architectural Control Board, and any standards adopted respecting any restrictions in this regard shall be final. This shall include, but not be limited to, the location, installation, and maintenance of any satellite dish or other antennae designed to receive or send electronic signals.

3.9 (f) No motor driven vehicles, including but not limited to motorcycles, motor bikes, three -wheeler or four-wheelers, or go-carts, will be allowed on any of the common areas, absent approval from the ACB, an exception to this rule shall be allowed for any vehicles required for maintenance to the common area which is approved by the Board of Directors of the Association.

4. GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

4.1 There shall be no obstruction of a common area. Nothing shall be stored in the common areas without the prior written consent of the Board of Directors of the Association, or its agent.

4.2 No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any unit or in a common area, except that horses, dogs, cats, or other common household pets may be kept in residence, subject to rules and regulations adopted by the Board of Directors of the Association.

4.3 No noxious or offensive activity shall be carried on in any unit or in the common area, nor shall anything be done therein which may be or become any annoyance or nuisance to the other owners.

4.4 No burning of trash (except plant material) and no accumulation or storage of litter, lumber scrap metals, refuse, bulk material, waste, new or used building materials, or trash of any kind shall be permitted on any Lots provided however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvements located upon any Lot, and further provided that the burning of trash and construction debris from the clearing of Lots or building

of a new home shall be permitted during period of new construction only to the extent doing so does not violate other laws or ordinances or become a nuisance to members.

4.5 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. Construction trash containers will be permitted during construction only.

4.6 No trailer (with or without wheels), basement, tent, shack, shed, garage, barn, or other outbuilding shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

4.7 The keeping of a mobile home or trailer, either with or without wheels, on any parcel of property covered by these covenants is prohibited. A motor boat, houseboat, or other water-borne vehicle, motor home or recreational vehicle may be maintained, stored, or kept on any parcel of property covered by these covenants, only if housed completely within a structure which has been approved by the Architectural Control Board or the Board of Directors of the Association.

4.8 Each individual lot owner shall be responsible for the maintenance of all landscaping on his or her lot and for maintaining his or her residence, grounds, and driveway in a clean and orderly fashion at all times and shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Maintenance of the landscaping, grounds, driveway and residence located on any lot shall be in conformity with the original plan approved by the Subdivision.

4.9 No lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose without approval of the Architectural Control Committee and the Tangipahoa Parish Council or the Tangipahoa Parish Planning Commission. 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 of any state, parish, municipality, political subdivision, public utility or other public body or authority, or the Association to the Developer.

4.9 (a) No Lot shall be used for the purchase of boring, mining, dirt removal, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

4.9 (b) Except for those trees that must necessity be removed in order to clear any Lot or portion of a Lot for purposes of the construction of improvements thereon, no sound trees measuring in excess of eight (8) inches in diameter two (2) feet above the ground shall be removed from any Lot without written approval of the Association acting through its Board of Directors or duly appointed 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.

4.9 (c) No satellite dishes, antennas, towers or other device for the reception of communication signals shall be allowed, except within an enclosed building or structure approved by the Architectural Control Committee. Clothes lines or drying yards are strictly prohibited.

4.9 (d) No water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable television or similar transmission line, or the like, shall be installed or maintained on any Lot above the surface of the ground except for above ground lawn hoses.

4.9 (e) Except for entrance signs, directional signs, signs of traffic control or safety, community "theme areas" and such promotional signs or signs as may be maintained by the Developer or the Association, 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, provided that one temporary real estate sign and one temporary builder's sign, not exceeding six (6) square feet in area, each, 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.

4.9 (f) 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 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.

4.9 (g) 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.

4.9 (h) 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 law and other landscaped areas) shall be maintained in good condition and repair. Each Lot shall be maintained in a clean and sanitary condition, free of trash, rubbish and other offensive matter. Dead trees shall be removed by the Lot owner at the Lot owners expense. The failure of the Lot owner to comply with this section shall authorize the Association to provide the necessary work, labor, materials and maintenance necessary to bring the Lot into compliance and charge the Lot owner for the expense as an additional assessment owned by the Lot owner. The collection of amounts owed shall be made in accordance with the rights and remedies provided in Article VII, Section 3 thereof.

4.9 (i) In order to maintain a uniform design, all mailboxes shall be purchased by the Lot owner at the time of first occupancy of a dwelling on any Lot which mailbox must comply with Developers specifications. The cost of purchasing and installing the mailbox shall be at the expense of the member. The cost of maintaining and replacing the mailbox shall be at the expense of the Member. The location and design of any mailbox located in the Subdivision shall be approved by the Architectural Control Committee.

5. COVENANTS, RIGHTS AND RESTRICTIONS RELATING TO THE COMMON PROPERTIES

5.1 Subject to the provisions hereof, every owner and his or her or family shall have a right and servitude of enjoyment in and to the common properties shown on the recorded subdivision plan, and such servitude shall be appurtenant to and shall pass with the title to every building site and lot.

5.2 The rights and servitudes of enjoyment created hereby shall be subject to the following:

- a) The right of the Association, as provided in its Articles of Incorporation and Bylaws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations;
- b) The right of the Association to charge reasonable admission and other fees for the use of the common properties;

5.3 Rules for the use of the common areas or for the conduct of the owners which are adopted by the Board of Directors of the Association and furnished in writing to the owners shall not be violated. The Board of Directors is authorized to adopt, repeal, or amend such rules with respect to common property and further to grant an individual owner in a special instance special permission to act in a manner that would otherwise be forbidden by the rules.

5.4 **BEDICO TRACE, LLC.** shall maintain ownership until ninety (90%) percent of the lots are sold.

6. COVENANTS FOR MAINTENANCE ASSESSMENTS:

6.1 Each owner of any lot, whether or not a residence shall have been constructed thereon, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association \$90.00 per quarter:

- a) The annual assessment or charges; and
- b) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time that the assessment was made and due.

6.2 The assessments levied shall be made and used for the purpose of promoting the recreation, health, safety, and welfare of the residents in the subdivision and in particular for the improvement and maintenance of properties, services and facilities for the properties and for the persons residing therein and for the improvements and maintenance of common properties; including but not limited to the payment of taxes and insurance thereon; the repair, replacement, and making of additions thereto, the maintenance of roads, bridges, gates and of utility and other services, garbage collection and other comparable services and benefits and for the cost of labor, equipment, materials, management, and supervision thereof.

6.3 The Board of Directors of the Home Owners Association shall fix the amount of the annual assessment for each fiscal year, taking into consideration the then current maintenance costs and the future needs of the Association. If the Board of Directors proposes to increase the amount of the annual assessment for each lot over the amount of the annual assessment for the preceding year, any such proposed increase must first be approved by the membership at a special membership meeting called for this purpose, before any such proposed increase shall become effective. The membership shall

be notified at least thirty (30) days in advance of any such special membership meeting and given information about the proposed budget and proposed dues increase. At any such special membership meeting, a quorum, which is defined for this purpose as a majority of the members entitled to vote, must be present or represented by absentee ballot on specific matters to come before the meeting. At any such meeting at which a quorum is present, a majority of (a) the members entitled to vote who are present at that meeting and (b) those who vote by absentee ballot on such proposed increase must approve such proposed increase, before it shall take effect.

6.4 In addition to the annual assessments authorized by Paragraph 6.3 hereof, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the common properties including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the owners of the lots in the subdivision, voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least 30 days in advance and which shall set forth the purpose of the meeting. Any such special assessments shall apply to all lots sold by Bedico Trace, LLC to other persons, whether or not a residence shall have been constructed thereon.

6.5 The Board of Directors of the Association shall fix the due date and the amount of any assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period. Written notice of the assessment shall thereupon be sent to every owner subject thereto at least thirty (30) days prior to the due date. The Association shall, upon demand at any time, furnish to any owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether the assessment has been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

6.6 If the assessments are not paid on the date, when due, then such assessments shall become delinquent and shall, together with such late charges, interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien upon the property which shall bind such property in the hands of the then owner, his or her heirs, devisees, personal representative, and assigns. Any officer of the Association shall have the power to file in the Office of the Clerk of Court for the Parish of Tangipahoa, Louisiana, an affidavit evidencing such lien. The personal obligation of the then owner to pay such assessment shall remain his or her personal obligation and shall not pass to his or her successors in title, unless expressly assumed by them. Any lien provided for by these covenants shall not affect third parties until notice of such lien shall have been filed in the public records of the Clerk and Recorder of Tangipahoa Parish, in accordance with law and as provided for in these restrictions.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate allowable under applicable law, and such late charges as may be permitted under applicable law, and the Association may bring a legal action against the owner personally obligated to pay the same, or foreclose the lien against the property in the same manner provided by law for foreclosure of conventional mortgage, and there shall be added to the amount of such assessment cost of preparing and filing the complaint in such action,

and in the event a judgment is obtained, such judgment shall include interest on the assessment and late charges, as above provided, and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

6.7 The lien of the assessment provided for herein shall be subordinate to any prior mortgage or mortgages placed upon the properties subject to the assessment; provided, however, that such subordination shall apply onto to the assessments which have become due and payable prior to a sale, or transfer of such property pursuant to a decree of foreclosure, pursuant to such mortgage or mortgages, or any proceeding in lieu of foreclosure and not to any assessments which become due thereafter.

6.8 The following property, subject to these restrictions, shall be exempted from the assessments, charges and liens created herein:

- a) All properties to the extent of any servitude or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- b) All common properties as defined in Paragraph 2 hereof. However, no land or improvements devoted to dwelling use shall be exempt from the assessments, charges or liens.

6.9 Each owner of a lot covered by these covenants shall be entitled to a membership in the Home Owners Association, but regardless of whether such owner accepts such membership, such owner shall be bound by all of the restrictions and conditions contained herein and shall be liable for all assessments imposed on lots in **BEDICO TRACE, LLC.** to the same extent as members.


7. **MISCELLANEOUS PROVISIONS:**

7.1 These covenants shall run with the land and shall be binding upon and inure to the benefit of all parties and persons claiming under them until April 1, 2030 provided, however, that these covenants may be amended prior to that time by an instrument signed by two-thirds (2/3) of the then owners of lots in the Subdivision which has been recorded in the office of the Clerk of Court for the Parish of Tangipahoa, Louisiana, and which states that such owners desire to amend the covenants and setting forth the specific amendment to be made. On April 1, 2030, and thereafter, these covenants as then in effect shall be automatically extended for successive periods of ten (10) years each, unless at least one year prior to the time at which they would otherwise expire, an instrument signed by a majority in interest of the then owners of the lots has been recorded in the office of the Clerk of Court for the Parish of Tangipahoa, Louisiana, stating that the majority of such owners desire to amend or abolish the covenants in whole or in part, in which event the covenants referred to in that instrument which the majority in interest of owners shall state that it is their desire to abolish shall cease to have further force or effect at the end of the then current term, and all remaining restrictions amended or otherwise, shall remain in full force and effect for the succeeding term.

7.2 If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the provisions hereof, it shall be lawful or any other person or persons owning any portion of the properties or any lot, or the Association, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and to prevent him or her or them from so doing or to recover damages or other


amounts for such violation of his or her or its own account or for the account of the other parties similarly involved or situated or both, or to seek both of those types of relief or such other relief as may be available. Failure of the Association or any person, firm or corporation to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter.

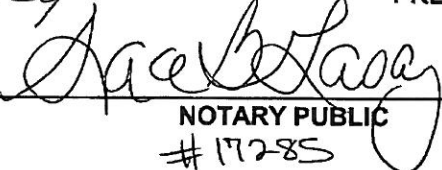
7.3 The illegality or invalidity of any covenant or provision hereof or any part hereof or its unenforceability shall not affect any of the other provisions or parts hereof which shall remain in full force and effect.

WITNESSES:

Lynn Williams

BEDICO TRACE, LLC.


Debbie Harvey

By: 
PRESIDENT


NOTARY PUBLIC
17285