

634290

ACT CREATING DEED RESTRICTIONS AND COVENANTS

UNITED STATES

BY: AAK ENTERPRISES, INC.

STATE OF LOUISIANA

FOR: ROSEDOWN SUBDIVISION

PARISH OF ST. TAMMANY

B. J.
 MOB. DY. CLERK OF COURT
 ST. TAMMANY PARISH, LA.
 COB 1258-173
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 STATE OF LOUISIANA
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 ST. TAMMANY PARISH, LA.

BE IT KNOWN, on this 24th day of September, 1986

BEFORE ME, James G. Coate, Jr., Notary Public, in and for the Parish of St. Tammany, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

AAK ENTERPRISES, INC., a corporation organized and existing under the laws of the State of Louisiana, domiciled and doing business in the Parish of St. Tammany, State of Louisiana, herein represented by Albert A. Kramer, Jr., its President, authorized by resolution of the Board of Directors of said Association dated September 24, 1986 a copy of which is attached hereto and made a part hereof.

WHEREAS, Developer is the record owner of the property described hereinafter, St. Tammany Parish, Louisiana, now known and designated as Rosedown Subdivision, having derived said title by deed from Hiram Investments, Inc. by act recorded in COB 1258, folio 173 of the official records of St. Tammany Parish, Louisiana; said property being described in accordance with the plat and survey prepared by Kelly McHugh, dated APRIL 15, 1986, filed with the Clerk of Court of St. Tammany Parish at Map File No. 932-B (hereinafter the "Plat") as follows:

See Legal Description Attached

WHEREAS, AAK ENTERPRISES, INC. caused to be filed an Act Creating Deed Restrictions and Covenants, recorded in COB _____, folio _____, which has been and will be amended from time to time.

094142

LEGAL DESCRIPTION FOR ROSEDOWN SUBDIVISION
PHASE ONE

A certain parcel of ground situated in Section 40, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, and more fully described as follows:

From the Northwest Section Corner of Section 40, Township 7 South, Range 11 East, run South 67 degrees 00 minutes East a distance of 726.00 feet; thence South 22 degrees 43 minutes 21 seconds West a distance of 25.30 feet to a point on the Southern Right of Way line of Sharp Road and the Point of Beginning.

From the Point of Beginning, run along said Right of Way of Sharp Road South 67 degrees 16 minutes 30 seconds East a distance of 918.78 feet; thence leaving said right of Way run South 30 degrees 13 minutes 08 seconds West a distance of 2,167.43 feet to a point in Chinchuba Bayou; thence along said Chinchuba Bayou North 59 degrees 46 minutes 52 seconds West a distance of 9.78 feet; thence South 75 degrees 11 minutes 46 seconds West a distance of 58.64 feet; thence South 55 degrees 44 minutes 11 seconds West a distance of 170.73 feet; thence North 80 degrees 54 minutes 42 seconds West a distance of 71.10 feet; thence South 87 degrees 53 minutes 13 seconds West a distance of 136.06 feet; thence South 05 degrees 18 minutes 48 seconds West a distance of 98.84 feet; thence South 14 degrees 03 minutes 17 seconds West a distance of 33.02 feet; thence leaving said bayou run North 65 degrees 59 minutes 08 seconds West a distance of 328.84 feet; thence North 22 degrees 43 minutes 21 seconds East a distance 2,520.00 feet to the Southern Right of Way line of Sharp Road and the Point of Beginning.

Said parcel contains 42.11 acres all as per plat by Kelly M. McHugh & Associates, Inc., numbered 86-61-2 and dated 4-15-86.

WHEREAS, Developer desires to comply with the mandate of the Deed Restrictions as set forth herein, and provide for the preservation of values and amenities in said Rosedown Subdivision and particularly within the Subdivision; and in order to accomplish this end, desires to place certain covenants, restrictions, privileges and obligations, as hereinafter set forth, on the Property for the benefit of said Property.

NOW, THEREFORE, Developer hereby declares that all of the Property situated within the Subdivision, all as is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied and approved, subject to the covenants, privileges, restrictions and contractual obligations as hereinafter set forth, all of which are declared to be in aid of a plan for improvement of the Property, and they shall be deemed to run with and bind the land, and shall adhere to the benefit of and be enforceable by Developer, its successors and assigns, and any person acquiring or owning interest in the Property and improvements or any portion thereof.

Thus done and signed after reading of the whole.

WITNESSES:

AAK Enterprises, Inc.

Linda Coate

BY: 
ALBERT A. KRAMER, JR.
PRESIDENT



James G. Coats
NOTARY PUBLIC

COVENANTS, DEED RESTRICTIONS & OBLIGATIONS

FOR

ROSEDOWN SUBDIVISION

ST. TAMMANY PARISH, LOUISIANA

I. DEFINITIONS

1. Architectural Committee - Shall mean and refer to the Rosedown Architectural Control Committee authorized and provided for and in paragraph V of the Deed Restrictions. (hereinafter referred to as RACC or Architectural Committee)

2. Association - Shall mean and refer to the Rosedown Subdivision Property Owners Assn., a non-profit corporation owned entirely by all of the property owners in same, being a part of Rosedown Subdivision, St. Tammany Parish, Louisiana.

3. Board of Directors - Shall be the directors who administer and run the Association, as set out in the Articles of Incorporation.

4. Developer - Shall mean AAK Enterprises, Inc. and its successors, assigns, or transferees.

5. Lot - Shall mean each of the subdivided parcels of real property which comprise the Subdivision as shown on the Plat.

6. Rules and Regulations - Shall mean the Rules and Regulations for Developers, Contractors and Homebuilders, promulgated by the RACC from time to time, setting forth in particularity the rules and standards for construction as well as the procedures for obtaining necessary prior approval for clearing, building, etc.

II. USE OF PROPERTY

1. The subdivision was approved by the Planning Commission of St. Tammany Parish, Louisiana and the Architectural Committee, in accordance with and as authorized by the Deed Restrictions. The Lots as shown on the Plat will be subjected to no other use than those uses allowed under the zoning ordinance of the Parish of St. Tammany as same is written and exists on the date of this instrument for property zoned as approved. Each lot shall be used and occupied only for single family purposes; provided that the Developer may utilize a lot or lots as sales and administration offices until all lots are sold.

2. All improvements on the lots shall be constructed in accordance with the requirements of Article XII below and thereafter maintained by the owner in a clean, safe, attractive, condition and in good repair.

III. PROHIBITED ACTIVITIES

The following activities are prohibited:

1. No animals, birds, or fowl shall be kept or maintained on any part of the property except for dogs, cats, and pet birds, which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purposes.

2. Clothes lines or drying yards shall not be located on the subject property and are expressly prohibited.

3. No accumulation or storage of litter, lumber, scrap metals, building materials, new or used building materials of any kind shall be permitted in open areas of any lot, 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.

4. No structure of a temporary character, trailer, camper, camp truck, house trailer, mobile home, or other prefabricated trailer, house trailer, camper, or mobile home having once been designed to be moved on wheels, tent, shack, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Provided further that no junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house trailer, mobile home, or other prefabricated trailer, house trailer, camper or mobile home having once been designed to be moved on wheels or boat or other machinery or equipment of any kind or character shall be kept upon any lot or in the street adjoining any lot in the subdivision; provided, however, that this restriction shall not apply to vehicles, mobile homes, boats, machinery and equipment enclosed and kept within an enclosed storage room or garage but not in the front yard; the front yard being measured from the front of the house to the front property line.

5. Trees - Except for those trees that must of necessity be removed in order to clear any lot or portion of a lot for purpose of the construction of improvements thereon, no sound trees measuring in excess of six (6) inches in diameter and three (3) feet above the ground shall be removed without the written approval of the Architectural Committee. Further, before cutting any tree, builder or owner should take every precaution to protect existing trees on the lot or adjacent lots. Such precautions may include (but are not limited to) topping trees and/or any procedures as may be determined by the Architectural Committee. Further, additional care should be taken to preserve any valuable plants which may exist in the Subdivision.

6. Garbage and rubbish receptacles shall be in complete conformity with sanitary regulations and shall not be visible from the street.

7. No outbuilding shall be used for permanent or temporary residence purposes.

8. No owner will do or permit to be done any act upon his property which may be, or is, or may become, a nuisance to the other owners or which may be unsafe or hazardous.

9. No individual water supply system shall be permitted except solely for irrigation purposes, swimming pools or for other non-domestic use. Water shall be exclusively supplied by the St. Tammany Utilities, its successors or assigns.

10. No weeds, underbrush or other unsightly objects shall be permitted to grow or remain upon any part of the Lots and no refuse pile or trash shall be allowed to be placed or to remain anywhere thereon, including vacant Lots.

11. No changes in the elevations of the land, other than changes to meet government regulations, shall be made on the property without prior approval of the Architectural Committee, and shall in no way adversely affect any neighboring property.

12. All antennas (excluding T.V. antennas) and satellite dishes must be of the concealed type installed inside attic space or other enclosure, as approved by the Federal Communications Commission.

13. Outdoor loudspeakers, radios, public address systems and the like, whether they be of a temporary or permanent nature, are expressly prohibited. Noise emanating from inside a unit shall not be audible outside the building. All other noise which offends, disturbs or constitutes a nuisance is expressly prohibited.

14. There shall be no individual sewerage treatment plants or septic tanks, and no private sewerage treatment service. Such service shall be exclusively provided by St. Tammany Utilities, its successors or assigns.

15. No work of any kind can be done on the Property except in strict conformity with the Rules and Regulations.

IV. EASEMENT OVER LOTS

Developer shall have the right to grant reasonable licenses, easements and rights of way for sewer, water, storm drain, telephone, electricity, gas, cable T.V. and other utility lines and for streets or rights of passage over portions of the Lots, provided that said licenses, easements and rights of way are created prior to the sale of a Lot encumbered thereby or disclosed to the owner thereof prior to the owner's purchase of the Lot.

V. ESTABLISHMENT OF ROSEDOWN SUBDIVISION PROPERTY OWNERS ASSOCIATION

Contemporaneously herewith there shall be established a property owners association, incorporated as a non-profit corporation, called the Rosedown Subdivision Property Owners Association, Inc. whose membership shall be comprised of all owners of property located in Rosedown Subdivision. (hereinafter referred to as the "Association".)

Voting Rights

One membership, carrying with it the privilege of one vote, shall be assigned for each lot in the Subdivision. The vote of each lot may be further divided among the ownership of the lot. A person owning one or more lots shall be entitled to a vote for each lot owned by him. Owners of a fractional vote shall be able to cast their fractional vote or may by agreement with the other holders of a fractional interest in the vote assigned to a specific lot cast the vote as a whole. In no instance shall any singular lot have more than one vote.

Rules and By-Laws Of The Association

The Articles of Incorporation and By-Laws of the Association shall prescribe rules for the conduct of the Association and for implementing the provisions of these restrictions and those contained in the Deed Restrictions. Absolutely no provision in either the By-Laws or Articles of Incorporation or in any other resolution or regulation may vary or dilute the voting rights established hereinabove.

Rosedown Architectural Control Committee

The Board of Directors of Rosedown Subdivision Property Owners Association, Inc. shall immediately appoint three members of the Association to serve on the Architectural Committee until such time as the Developer relinquishes control of the Subdivision.

VI. ARCHITECTURAL CONTROL AND CONSTRUCTION

1. Architectural Control. No structure shall be erected on any Lot or elsewhere on the Property by any person, firm or corporation or any other legal entity without the approval of the Architectural Committee. For purposes of this section, the word "structure" shall be broadly construed and shall include but not be limited to buildings, swimming pools, fences, sheds, walls, porches, signs, towers, driveways, walks, television antennae and dishes, storage facilities and any other thing erected or placed on any part of the property. For purposes of this section, any addition to a present structure shall be considered a structure and shall require architectural approval. If the Architectural Committee has not taken action on the application for the construction of a structure within the time set forth in the Rules and Regulations, and after receipt of the required notice, then construction of the subject structure shall be deemed approved. In addition to the matters otherwise provided herein, architectural control shall include, but not be limited to, the approval of a structure's size, structural construction materials, exterior appearance and location on the Lot.

2. Commencement and Period of Construction. Construction must commence as soon as practicable, but in no event more than six (6) months after obtaining a Certificate to Proceed from the Architectural Committee, unless the Architectural Committee grants a written extension of time, and must be substantially completed within twelve (12) months from the time work thereunder is commenced. All necessary building and related permits must be obtained prior to the commencement of the construction, and all construction must be performed in accordance with the Rules and Regulations, including applicable building codes, and the approved plans and specifications. Any change in plans or specifications during construction from those approved by the Architectural Committee must be submitted to the Architectural Committee for specific approval.

3. Disclaimer. Review of plans and specifications by the Architectural Committee is for the purpose of assuring the steady quality of construction on the property affected by these restrictions and is not intended nor shall it be construed that the review is for the benefit (except incidentally) of the party or parties submitting the plans and specifications, nor shall such party submitting said plans and specifications have any right or cause of action against the Architectural Committee for its negligent or intentional failure to advise of any deficiencies or defects therein.

4. 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 Architectural Committee, except a sign offering a lot or lots of sale which may not be in excess of five (5) square feet. However, a sign not exceeding 3 feet by 5 feet may be erected by the Developer at locations approved by the Architectural Committee.

5. Common Walls. Developer shall allow thirty percent of the lots constructed within the development to have common walls on one side only in cases where the owner or Builder owns two adjacent lots.

6. Authority to Grant Variances. The RACC shall have the exclusive power and authority to grant variances from the strict application of any of these covenants and the Rules and Regulations imposed herein or in accordance herewith, provided that such variances shall not subvert the purpose and principal thereof; and the grant of such variance will, in the opinion of the RACC, improve the quality and/or appearance of the project or alleviate practical difficulties or undue hardships. Such variances as may be approved by the RACC shall be considered on an individual, case by case basis, and shall not be considered as

setting a precedent for future decisions by the RACC; nor shall such approval negate any future application of the restrictions so varied with respect to other portions of the Property.

VII. MEMBERS' RIGHT OF ENJOYMENT

Subject to the provisions of these restrictions, the Rules and Regulations and any regulations established by the Association every Member shall have a right of use and enjoyment in and to the common areas and community facilities and such right of use and enjoyment shall be appurtenant to and shall pass with the title to every lot subject to the following:

(a) The right of the Association, in accordance with its rules and by-laws, to borrow money for the purpose of improving the common areas and community facilities in a manner designed to promote the enjoyment and welfare of the Members and in aid thereof, to mortgage said common property; and

(b) The right of the Association, to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and/or foreclosures, provided, always, however, that the same are in conformity with the other provisions of these restrictions; and

(c) The right of the Association to limit the number of guests of Members to the use of any facilities which are developed upon the common areas; and

(d) The right of the Association to suspend the voting rights and the rights to use common areas and community facilities (except for rights to the use of streets, roadways and parking areas, which shall not be subject to suspension for any reason) for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of any of the published rules and regulations of the Association.

VIII. ANNUAL ASSESSMENTS AND CARRYING CHARGES

Each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a record owner of a lot, whether or not it shall be so expressed in the act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, an annual sum (herein sometimes referred to as "assessments" or "carrying charges" equal to the the member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to the following:

(a) The cost of all operating expenses of the common areas, green belts, swimming pools, and community facilities and services furnished, including charges by the Association for facilities and services furnished by them; and

(b) The cost of necessary management and administration, including fees paid to any Management Agent; and

(c) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and

(d) The cost of fire and extended liability insurance on the common areas and community facilities and the cost of such other insurance as the Association may effect; and

(e) The cost of security guard service, mosquito spraying, garbage and trash collection and/or other utilities and services which may be provided by the Association, whether with respect to the common areas or otherwise; and

(f) The cost of constructing, maintaining, replacing, repairing and landscaping the common areas, entrance fountain and community facilities (including, without limitation, the cost of maintaining, replacing and repairing the open areas of Rosedown Subdivision) and purchasing such equipment as the Board of Directors shall determine to be necessary and proper; and

(g) The cost of electricity, constructing, maintaining, replacing, and repairing street lighting poles, lines and fixtures.

(h) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or a reserve for replacements; and

(i) The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, annual assessments may be levied and collected on a quarterly, semi-annual or annual basis. Any member may prepay one or more installments of any annual assessment levied by the Association, without premium or penalty.

(j) The Developer shall fix and pay in advance the assessment for the first year in the amount of \$120.00 per lot to the Rosedown Homeowners Association for each lot the Developer creates and owns. The Owners of Lots 1-10 as of the date of this recording these restrictions shall pay \$120.00 per lot. Upon transfer of a lot by the Developer/Owner to a prospective owner, the assessment shall be pro-rated to the seller at the act of sale.

(k) The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use of enjoyment of any of the common areas or community facilities or by abandonment of any lot belonging to him.

i. Proportionate Share. The total amount of the assessment payable by the members shall be apportioned equally among all Lots. The amount of the general assessment for any fiscal period payable with respect to each Lot coming into existence during such fiscal period shall be computed by multiplying the general assessment per Lot for that fiscal period by a fraction, the numerator of which shall be the number of days remaining in that fiscal period after the Lot comes into existence and the denominator of which shall be the total number of days in that fiscal period.

2. Special Assessments.

(a) In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement located upon the common areas or community facilities, including the necessary fixtures and personal property related thereto, or for such other purposes as the Board of Directors may consider appropriate, provided that any such assessment shall have the consent of the members representing fifty-one (51%) percent of the then members of the Association. A meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days prior to the meeting, but not more than thirty (30) days in advance of such meeting, which notice shall set forth the purpose of the meeting.

(b) Grounds and Facility Maintenance. Should any property owner fail to properly maintain the green areas, grounds, parking accommodations, or in any other manner allow its property to become detrimental to the aesthetic scheme of the Subdivision or adjoining property, or violate these restrictions in any manner, then the Association, its agents, employees, and/or contractors shall have the right to enter upon the property in order to take such corrective actions as will alleviate the situation.

1) Such an entry by the Association, its agents, employees, and/or contractors upon the property shall not be deemed to be a trespass.

2) Prior to entry upon the property, the Association shall give written notice to the property owner by registered mail that failure of the owner to remedy the deficiencies complained of within five (5) days of receipt of written demand sent by the Association shall result in the Association's entry upon the property to remedy the situations thus complained of.

3) The Association shall assess the property owner for the full cost of such work which was performed for the owner's benefit. The Association shall have the right to continue taking such corrective actions from time to time until the property owner pays the assessment levied and arranges to accomplish the task of rectifying the situation.

4) Should the property owner fail to assume his responsibility with regard to grounds and/or facility maintenance within thirty (30) days of receipt of the registered letter of demand, then the Association shall have the authority to issue a penalty in the amount of \$100.00 monthly in addition to the actual costs to maintain the grounds and building in good condition, and in compliance with these restrictive covenants.

3. Non-Payment of Assessment. Any assessment levied pursuant to this Act or to any authorized by the Association or any installment thereof, which is not paid within fifteen (15) days after it is due shall be delinquent and shall bear interest at the rate of twelve (12%) percent per annum, and may also, by

resolution of the Board of Directors, subject the member obligated to pay the same to the payment of such other penalty or "late charge" in the amount of 25% of the amount due.

The Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent, in any prominent location within the community.

4. Enforcement of Assessments and Restrictions. Any assessment authorized hereunder shall be a debt and obligation of the Lot and the owner of the Lot against which it is levied. In the event of non-payment of an assessment within the fifteen (15) day period provided for above, a lien affidavit setting forth the amount due shall be filed against the Lot and the owner thereof as authorized by and provided for in La. R.S. 9:1145 et seq. The Association is further authorized to file suit in its own name in any court of competent jurisdiction to perfect said lien and collect said assessments, late charges and other penalties, as well as to enforce any other provision of these Restrictions and/or Rules and Regulations. The party cast in judgment shall pay any and all reasonable attorney's fees and costs.

5. Assessment Certificates. The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act (or any other party legitimately interested in the same) a certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be presumptive evidence of the payment of any assessment therein stated to have been paid. A reasonable charge may be levied in advance by the Association for each certificate so delivered.

6. Acceleration of Installments. Upon default in the payment of any one or more periodic installments of any assessment levied pursuant to this Act, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

7. Additional Default. Any recorded first mortgage secured on a lot in the community may provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Act, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby), but failure to include such a provision in any such mortgage shall not affect the validity of such mortgage (or the indebtedness secured thereby).

IX. STANDARDS FOR CONTROL OF CONSTRUCTION

In addition to the requirements set forth in these restrictions, and Rules and Regulations, all construction shall conform to the requirements of the governing authority of the political subdivision having authority thereover with respect to size of buildings, setback lines, parking requirements, etc.

X. SUBDIVISION OF LOTS AND OWNERSHIP

No lot within the Subdivision shall be divided into smaller lots or parcels of ground except with the approval of all the record owners of lots, their successors and/or assigns.

XI. NOTICE

The rules and/or by-laws of the Association shall provide that notice shall be directed to all property owners of record of any meeting at least ten (10) days prior to the date of said meeting setting forth the time, date and place thereof. A vote by a majority of the property owners in attendance at the meeting shall bind all members whether in attendance or not. The Articles of Incorporation and/or By-Laws shall provide that the majority vote is binding.

XII. SPECIAL PROVISIONS - CONSTRUCTION - SETBACKS, ETC.

A. Building Permit Required and Approval for Clearing

(1) Two sets of plans required at owner's expense:

The owner and/or builder shall submit to the Rosedown Architectural Control Committee two (2) full and complete sets of plans to the office of the RACC located at 1011 N. Causeway Blvd., Suite 26, Mandeville, La. One set of plans shall be signed and returned to the owner and/or builder upon approval of the plans by the RACC. The other set of plans shall be retained by the RACC. Any and all expenses for the sets of plans shall have been paid for by the owner and/or contractor prior to submission of the plans to the RACC.

(2) Two plot plans required:

The owner and/or builder shall submit two (2) plot plans showing:

(a) Building size, the setbacks for the particular lot, driveway location and any other paving, fences and culverts to scale.

(b) Major trees to scale. Major trees shall include all trees 6" or greater in diameter and 3' or more above the ground.

3. Fee to RACC:

(a) Upon the submission of the plans to RACC, the owner and/or builder shall simultaneously submit one check in the amount of \$100.00 payable to the RACC.

4. Upon approval by the RACC, the RACC shall issue a building permit authorizing the lot owner to clear the lot and begin construction.

B. Building Size:

1. Dwelling Size:

(a) Lots No. 1-10 and 39-46: No dwelling shall be constructed on Lots No. 1-10 and 39-46 having less than two thousand seven hundred square feet (2,700 sq. ft.) under beam.

(b) Lot Nos. 31, 33-38 and 50-51: No dwelling shall be constructed on Lots 31, 33-38 and 50-51 having less than two thousand five hundred square feet (2,500 sq. ft.) under beam.

(c) Lot Nos. 11-30, 32 and 52-73; No dwelling shall be constructed on Lots 11-30, 30 and 52-73 having less than two thousand three hundred square feet (2300 square feet) under beam.

2. Dwelling - shall be defined as the principal structure under beam. Open porches, detached garages and any other accessory structure shall not be considered a "dwelling" but shall be shown on the plot plans as required herein.

3. Building Culverts - Elevation - Building Setbacks

(A) The following front, rear and side setback shall apply to Lots 1-10, to-wit:

(1) No building, structure, or residence shall be located less than 50 feet from the front property line, 20' from the side property line and 40' from the rear property line, or as per the Plat of the Rosedown Subdivision filed in the official records of St. Tammany Parish.

(B) The following front, rear and side setback shall apply to Lots 11-73, to-wit:

(1) No building, structure, or residence shall be located less than 40 feet from the front property line, 10' from the side property line and 30' from the rear property line or as shown on the official Plat of Rosedown Subdivision filed in the official records of St. Tammany Parish.

(2) No main residential structure or residence shall be located less than 10 feet from one side property line where driveway is located provided that on any corner lot, that is, a lot which has street frontage on two (2) sides, no structure shall be located less than 20 feet from any side street.

(C) Provided further that the side and rear setback line restrictions established hereinabove shall not apply to any accessory building such as detached carport, detached garage, cabanas, or greenhouses located 30 feet or more from the front lot line, provided that such accessory building shall not be located nearer than 10 feet to any interior or rear lot line, nor shall any roof overhand or projection, including the gutter, be within 10 feet of any interior or rear lot line.

(D) All driveways connecting to the street must have culvert or swale to insure the proper flow of drainage. Culvert sizes must be approved in advance by the Architectural Committee. On lots 1 through 74, inclusive, all driveways and aprons must be concrete and must connect from the concrete street. In the event there is no garage or carport, the driveway(s) and apron(s) must be concrete and must connect to the concrete streets.

(E) Any owner, who owns two or more adjacent lots, may construct a building across the common side line of the lots, subject to compliance with all other setback requirements; however there shall never be more than one dwelling building on any one (1) lot.

(F) No buildings or other structures, except fences, shall be built on, across, above and/or below, nor shall they overhang any servitudes or easements granted for utility purposes. All utility services shall be underground and no utility facilities from overhead sources shall be constructed or permitted on any lot.

(G) The minimum elevation for the lowest floor of all residences shall be determined from the latest FEMA Flood Insurance rate maps. The minimum elevation for the lowest floor in area Zone "A" shall be obtained from the Parish Engineering Department.

(H) Each front yard shall be sodded upon completion of home. This area shall include from the front of the home to the street.

3. Fences - Sight Distance at Intersection.

(A) No fence or wall shall be erected, placed or altered on any lot nearer to any street or alley easement than the building setback line. Fences shall not exceed six (6) feet in height. No barbed wire or other hazardous material shall be used in fence construction.

(B) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevation between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded, property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within twenty (20) feet from the intersection of a street property line with the edge of a driveway pavement. No tree or shrub shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

XIII. GENERAL PROVISIONS

1. Term. Each provision of this Act shall continue and remain in full force and effect for a period of twenty-five (25) years and thereafter shall be automatically extended for successive periods of ten years each unless within one year prior to the expiration of said twenty-five (25) year period, or within one year prior to the expiration of any ten (10) year period of extended duration, this Act is terminated by recorded instrument signed by the Owners of not less than two-thirds (2/3) of the Lots in existence as of the date of such instrument of termination.

2. Amendments. Any provision contained in this Act may be amended by the recording of a written instrument or instruments specifying the amendment or the repeal, executed by the Owners of seventy-five (75%) percent of the lots in existence as of the date of such instrument of amendment. The foregoing notwithstanding, when the Developer is the owner of more than fifty (50%) percent in land area of the Property it shall have full authority to amend these restrictions to the extent deemed necessary and advisable for its legitimate business purposes.

3. Effect of Provisions of Act. Each provision of this Act shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any of the property is granted, devised, or conveyed, whether or not set forth or referred to in such deed or other instrument.

4. Severability. Invalidity or unenforceability of any provision in this Act in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Act.

5. Captions. Captions and headings in this instrument are for convenience only and shall not be considered in construing any provision of this Act.

6. No Waiver. Failure to enforce any provision of this Act shall not operate as a waiver of any such provision or of other provisions of this Act.

IN WITNESS WHEREOF, Declarant has executed this instrument as of the date set forth above in the presence of the undersigned witnesses, after reading of the whole.

WITNESSES:

Linda Coate
[Signature]

BY: [Signature] PRES.
AAK ENTERPRISES, INC.

James G. Coate
NOTARY PUBLIC
JAMES G. COATE, JR.

Filed for record October 9, 1986
Truly recorded October 9, 1986
[Signature]
Clerk of Court & Ex. Oficio recorder