

*Parish
Restrictions
→ check these out
Legal Dept.
↳ Code Ordinance
↳ and planning*

**DECLARATION OF
BUILDING RESTRICTIONS**

UNITED STATES OF AMERICA

STATE OF LOUISIANA

BY: SUN CONSTRUCTION, L.L.C.

PARISH OF ST. TAMMANY

FOR: THE AUTUMN HAVEN SUBDIVISION

BE IT KNOWN, that on this 28th day of October, 2005, before me, the undersigned Notary qualified in and for the Parish and State aforesaid, personally came and appeared Sun Construction, L.L.C., a Louisiana Limited Liability Company, herein represented by its sole member, Lawrence A. Kornman, who declared that Sun Construction, L.L.C. is the sole owner of that property known as Autumn Haven Subdivision, St. Tammany Parish, Louisiana, a platted subdivision as per plat recorded in Map File number 4070 of the records of the office of the Clerk of Court of St. Tammany Parish, Louisiana, on October 28, 2005, further described as follows:

Those certain lots or parcels of ground, together with all the buildings and improvements thereon, situated in Section 48, Township 8 South, Range 12 East, in the Parish of St. Tammany, State of Louisiana, in that part thereof known as Autumn Haven Subdivision

Appearer declared that for its own benefit and that of its vendees, successors and assigns, it does by these presents create and establish the following building restrictions, reservations and covenants upon the herein described property which shall run with the land and be binding on each and every purchaser and/or holder of title to the herein described property or any portion thereof and their respective heirs, successors, and assigns.

SECTION I
DEFINITIONS

- 1) "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 2) "Property" shall mean and refer to those certain lots in AUTUMN HAVEN Subdivision described above, subject to building restrictions set forth herein and/or in the subdivision plats.
- 3) "Lot" shall mean and refer to any plot of land approved as a lot of record in the subdivision.
- 4) "Subdivision" shall mean and refer to that certain real property herein described, subject to the reservations, servitudes, restrictions, covenants and conditions set forth herein and in the Subdivision plats.
- 5) "Declarant" shall mean and refer to Sun Construction, L.L.C., and its successors and assigns, if such successors and assigns are so designated in writing by Declarant as the successors and assigns of all or Declarant's rights hereunder.

St. Tammany Parish 1038
Instrmnt #: 1605066
Registry #: 1698205 SHM
2/13/2007 10:50:00 AM
MB CB X MI UCC

SECTION II
RESERVATION, EXCEPTIONS AND DECLARATIONS

1) Recorded Subdivision Maps of the Property. The recorded Subdivision map of the Property dedicates for use as such, subject to the limitations as set forth therein, the streets and servitudes shown therein, and such recorded Subdivision map of the Property further establishes certain restrictions applicable to the Property, including without limitation certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the recorded plat or replats of the Subdivision of the Property are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said Property or any part thereof, whether specifically referred to therein or not.

2) Servitudes. Declarant reserves for the public use the servitudes and rights-of-way as shown on the recorded Subdivision maps of the Property for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone lines, gas, sewers, drainage, cable television, or any other utility or service Declarant sees fit to install in, across and/or under the Property. Declarant reserves the right to make changes in and additions to the above servitudes for the purpose of most efficiently and economically installing, the improvements. Neither Declarant, nor any utility company using the servitudes herein referred to shall be liable for any damages done by them or their assigns, their agents, employees, or servants, to fences, shrubbery, trees or flowers or any other Property of an Owner of the land covered by said servitudes.

3) Title Subject to Servitudes. It is expressly agreed and understood that the title conveyed by Declarant to any of the Property by contract, deed or other conveyance shall be subject to any servitude affecting same for roadways or drainage, water, gas, storm, sewer, electric light, electric power, telephone or telegraph purposes or any other utility or service. The Owners of the respective Lot(s) shall not be deemed to separately own pipes, wires, conduits or other service lines running through their Property which are utilized for or service other Lots, but each Owner shall have a servitude in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot.

SECTION III
LAND USE AND BUILDING TYPE

All Lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot to be used for purposes other than as a single family resident dwelling. However, this restriction shall not be construed in such a manner as to prohibit but rather to allow an Owner to maintain his professional library, keep his personal business or professional records or accounts, handle his personal business or professional telephone calls or correspondence, which uses are expressly declared customarily incidental to the principal residential use and not in violation of residential restriction. Declarant shall be allowed to install trailers for construction offices during the interim of construction. Said construction trailers will be maintained in good condition at all times. Additionally, the location of said construction trailers may be changed from time to time in order to place it in the proximity of on-going construction.

SECTION IV
BUILDING LOCATION

No building shall be located on any Lot nearer than twenty-five (25') feet to the front Lot line or nearer than five (5') feet to any interior Lot line. The side street setback shall be ten (10') feet. Total rear yard requirement shall be a minimum of twenty (20') feet from rear property line. Corner lot setback shall not be less than twenty five (25') feet from the street. For the purpose of these covenants, eaves, steps, and open patios shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building, eaves, steps, or patios to extend closer than five (5') feet to a property line. Front Lot lines shall be construed as being the Lot line on the street the house will be fronting when constructed.

SECTION V
DWELLING COST, SIZE AND GARAGE

Buildings shall not exceed two (2) stories in height. Dwellings shall not contain less than one thousand (1,000) square feet of heated and cooled living space for a one-story dwelling, nor less than one thousand four hundred (1,400) square feet of heated and cooled living space for a two-story dwelling. All structures shall include a detached or attached enclosed garage for two (2) cars. With written approval of the Declarant, a one (1) car garage, a carport for one (1) or two (2) cars used in lieu of a garage, or a three (3) car garage may be constructed. Minimum garage requirements shall not apply to structures utilized by Declarant, its nominees, successors or assigns for model homes, sales or design centers or offices when later sold for residential purposes.

SECTION VI
TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or out building shall be placed or used on any Lot at any time as a residence either temporarily or permanently, except such structures of a temporary character that may be required or deemed necessary by Declarant, its nominees, successors or assigns, for use during the construction and sales period stage. Such facilities may include, but not necessarily be limited to sales and construction offices, trailers, finished or unfinished garages, model home units, signs, fences, storage areas and portable toilet facilities. Declarant is a builder of single family homes and may use a single-family residence as a sales center or model home during the time Declarant is operating in the subdivision. The garage of the model home may be converted to living area for use as a sales office. Said sales office can remain as living area when the home is sold.

SECTION VII
NUISANCES

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. For purposes of marketing by Declarant model homes, sales center and signs will be allowed.

SECTION VIII
APPROVAL OF BUILDINGS PLANS

No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing as to harmony of exterior design and color with existing structures, as to the location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards of the Declarant. A copy of the construction plans and specifications and a plan plot, together with such information as may be deemed pertinent, shall be submitted to the Declarant prior to the commencement of any work. The Declarant shall have thirty (30) calendar days to approve or reject the proposed work, which shall be done in writing to the Owner at the address indicated on the submissions. Failure of the Declarant to act on the submissions within the allotted time shall be deemed to be an approval of the proposed work.

SECTION IX
AUTOMOBILES, BOATS, TRAILERS AND OTHER VEHICLES

There shall be no automobiles, boats or other vehicles placed on or allowed to remain on any portion of any Lot or street, except those which are in operable running condition and actually used regularly by such Lot Owner. Trucks and utility trailers with tonnage in excess of three quarters of a ton (3/4 ton) rated carrying capacity, campers, boats or other utility vehicles shall not be permitted to park overnight on the streets, driveways or Lots in front of the front building line. No vehicle of any size which normally transports flammable or explosive cargo may be kept in the Subdivision at any time. No motor vehicle may be parked or stored on any part of any Lot, servitude, right-of-way, or in the street adjacent to any Lot, servitude or right-of-way unless such vehicle is completely concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in operating condition, having current license plates and inspection stickers, are in daily use as motor vehicles on the streets and highways of the State of Louisiana and which do not exceed seven (7') feet in height or seven (7') feet in width, or twenty two (22') feet in length. No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored, on any part of any Lot, servitude, right-of-way, or in the Street adjacent to such Lot, easement, or right-of-way, unless such object is completely concealed from public view inside a garage or other approved enclosure. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

SECTION X
ON-STREET PARKING

There shall be no on-street parking of any commercial vehicles and/or any trailers used in commerce on any of the streets within the Subdivision except those vehicles used for the delivery of materials in connection with the construction of homes within the Subdivision.

SECTION XI
PETS, LIVESTOCK AND POULTRY

No animals or livestock of any kind shall be raised, bred or kept on any Lot, except domestic dogs, cats or other household pets. No fowl shall be allowed except birds that are caged as inside pets. No animal, livestock or poultry of any kind shall be raised or maintained on any Lot for commercial purposes. Pets must be controlled so as not to become a neighborhood nuisance, disturbance or danger to any Subdivision resident, guest, domestic servant, postal person, delivery person, yard workers or passersby, or any other person or pets. All pets must be kept restrained on the Owner's Property or on a leash and controlled by the Owner when absent from the Property.

SECTION XII
WALLS, FENCES AND HEDGES

No fences, walls or hedges of any kind shall be erected on any portion of the Lot from the front Lot line to the front exterior wall of the dwelling on said Lot, with the exception that the Declarant may erect a temporary fence in the front of the sales center and/or model home(s) for use during the construction and sales stage. All fences or walls must be constructed of wood, vinyl ornamental iron or masonry, and no chain link fences shall be placed on any Lot without the express prior approval in writing of the Declarant. No fences or walls are to exceed eight feet (8') in height with the exception of privacy walls constructed by the Declarant which may be up to twelve feet (12') in height. No hedge shall be in excess of three feet (3') in height and must be kept neatly trimmed at all times.

SECTION XIII
GARBAGE AND REFUSE DISPOSAL

No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and no waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and stored out of public view.

Each resident of the subdivision shall be required to have curbside garbage service. This service will be exclusively provided by a company selected by the Declarant. The company selected must provide either a 96 or 64 gallon cart for each residence and provide service to each residence two times per week.

SECTION XIV
SIGNS

No sign of any kind shall be displayed to public view on any Lot except one professional sign of not more than five (5) square feet advertising the Property for rent or sale, or signs used by the Declarant to advertise the Property during the construction and sales period. Signs used by the builder may be of any size.

SECTION XV
LOT MAINTENANCE

The Owners of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, shall edge curbs that run along the Lot lines, and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or as incident to construction of improvements thereon as herein permitted. All fences and walls which have been erected on any Lot shall be maintained in good repair by Owner or occupant thereof, who shall promptly repair or replace the same in the event of partial or total damage or destruction. The drying of clothes in full public view is prohibited. The Owner or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yards or portion of the Lot is visible to public view shall construct and maintain a suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, garbage or waste equipment or containers, or storage piles which are incident to the normal residential requirements of a typical family. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot but out of public view. No vacant Lot shall be used for farming or gardening purposes, except that flowers and shrubbery may be grown for non-commercial purposes.

SECTION XVI
WATER SUPPLY AND SEWAGE DISPOSAL

All sewer or water lines located on any Lot shall be connected to an approved sewer or water system in accordance with the requirements, standards and recommendations of appropriate parish or municipal authorities. No individual water system shall be permitted on any Lot, except one used for watering lawns and not used for human consumption. No individual sewage disposal system shall be permitted on any Lot.

SECTION XVII
ANTENNAS, SATELLITE RECEIVING DISHES, ETC.

No radio or television aerial wires, antennas, or satellite receiving dishes shall be maintained on any portion of any Lot that is visible from the front of interior Lots, or front and side of corner Lots with the exception of a satellite receiving dishes with a diameter or 18", more or less. Any antenna or satellite receiving dish of any style must be installed on the back roof of the dwelling, except those with a diameter of 18", more or less, which may be installed on the side roof of the dwelling to allow for better reception, but must not be permitted to extend above the roof line of the dwelling on said Lot. No satellite receiving dish installed at ground level shall be higher than four feet (4') above the ground at any time, nor be located behind the back building line of said Lot, and must be enclosed by evergreen landscaping or fencing so that the dish will be completely obscured from view from any street or any other Lot.

SECTION XVIII
STORAGE BUILDING

Only one (1) storage or outbuilding shall be placed, permitted or allowed on each Lot. All storage or outbuildings shall be erected behind the rear line of the dwelling and enclosed by a six foot (6) or eight foot (8') privacy fence. The maximum size shall be ten feet (10') wide, ten feet, (10') long and with a maximum eave height of seven feet (7').

SECTION XIX
SIGHT LINES

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') 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 feet (25') from the intersection of the street property lines. The same sight line limitations shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height in prevent the obstruction of such sight lines.

SECTION XX
NEW BUILDINGS

Construction of new buildings only shall be permitted, it being the intent of these Building Restrictions to prohibit the moving of any existing building onto a Lot and remodeling or converting same into a dwelling unit for this Subdivision.

SECTION XXI
ENFORCEMENT, ATTORNEY FEES

- 1) In the event of violation of the Owner or occupant of any Lot of any covenant, condition or restriction imposed upon the Owner or Lot, and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete the appropriate repairs and maintenance after such notice, the Declarant or any other Owner shall have the right, but not the obligation, to enforce these building restrictions by mandatory and prohibiting injunctions without regard to the limitations provided in LSA-C.C.P., Article 3601, all as is provided in LSA-C.C., Article 779.
- 2) In the event that any action is required to enforce these building restrictions, the offending Owner shall be liable for all actual expenses incurred, including but not limited to attorney's fees, expert fees, and all costs, including court costs.
- 3) All fees and costs incurred in the enforcement of these Building Restrictions shall be a charge and lien on the Lot and shall also be the personal obligation of the Owner.
- 4) Interest on all such fees and costs shall accrue at the rate of legal interest from the date such fees and costs are incurred until paid.

SECTION XXII
AMENDMENT OR TERMINATION

- a) These Building Restriction may be amended at any time by agreement of two-thirds of the Owners AND the Declarant.
- b) These Building Restrictions shall remain in full force and affect for a period of thirty (30) years unless sooner terminated by a vote of two-thirds of the Owners AND the Declarant.
- c) All actions to amend or terminate these Building Restrictions shall be in writing and shall be recorded with the Clerk of the Court for the Parish of St. Tammany.

SECTION XXIII
PARISH ST. TAMMANY BUILDING CODES AND ORDINANCES

In the event any of the above and foregoing conditions and restrictions conflict with any of the provisions of the Parish of St. Tammany Building Code or any ordinances governing Subdivisions or the buildings or residences, either in force at the present time or to be hereinafter enacted the greater or more stringent shall control.

SECTION XXIV
SEVERABILITY

Invalidation of any one of these restrictions by judgment or court order or the abandonment of any of them, shall in no way affect any of the other provisions which shall remain in full force and effect.

THUS DONE AND SIGNED, in multiple originals in my office in the parish and State aforesaid, in the presence of the undersigned competent witnesses, who have hereunto signed their names, together with said appearers and me, Notary after a due reading of the whole.

WITNESSES:



VALERIE TRUSCAIR



EILEEN KALFORDAN

SUN CONSTRUCTION, L.L.C.

BY: 

LAWRENCE A. KORNMAN
MANAGING PARTNER



NOTARY PUBLIC