

Tangipahoa Parish Recording Page

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AUDUBON TRACE OF ROBERT

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

s/SHAWNIE HUTCHINSON

Deputy Clerk

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RESTRICTIVE COVENANTS OF AUDUBON TRACE OF ROBERT

STATE OF LOUISIANA

PARISH OF JEFFERSON

BE IT KNOWN, that on this ^{20th} day of September, 2016; before me, the undersigned Notary Public qualified in and for the Parish and State aforesaid and in the presence of the undersigned competent witnesses:

PERSONALLY CAME AND APPEARED: **AUDUBON TRACE OF ROBERT, LLC**, a Louisiana Limited Liability Company domiciled in Jefferson Parish, Louisiana, appearing herein through its duly authorized manager, referred herein as "Developer", who being first duly sworn, deposed and stated that Developer is the owner of _____ acres of land located in Tangipahoa Parish, Louisiana, at Robert, Louisiana, having acquired said land by Act dated February 22, 2007, registry number, _____ of the records of the Clerk of Court, Tangipahoa Parish, LA, which land was subdivided per Ordinance No., _____ approved by the Tangipahoa Parish Police Jury on, recorded, into the residential subdivision known as "Audubon Trace of Robert", herein referred to as the "land";

Developer declared that in an effort to provide for the development and marketing of the lots in the land, and pursuant to the provisions of La. R.S. 9:, developer declares and adopts the following covenants and restrictions to run with the land and be binding on all subsequent purchasers of any portion of the land, in perpetuity

DEFINITIONS

1. Architectural Committee - Shall mean and refer to the Audubon Trace of Robert Architectural Control Committee authorized and provided for hereinafter (ACC). The decision of the ACC shall be final and non-appealable. Prior to the transfer from the developer, the rights herein allocated to the ACC shall inure to the developer, and as such any references shall be interchangeable.
2. Developer - Shall mean Audubon Trace of Robert, LLC its successors or assigns.
3. Land- Shall mean the real property acquired by the developer by Sale dated February 22, 2007, and any subdivision or resubdivision thereof of record.
4. Lot - Shall mean each of the subdivided parcels of real property designated for residential construction and private ownership in Audubon Trace of Robert Subdivision, as show, n on the recorded plats, and any other lots in future phases of the subdivision as adjacent land owned or hereafter purchased by Developer is developed.
5. Rules and Regulations - Shall mean the Rules and Regulations as may be promulgated by the ACC from time to time, governing the rules and standards for construction and the procedures for obtaining necessary prior approval for site preparations and construction.
6. Association - Shall mean and refer to Audubon Trace of Robert Property Owners Association, (or other similar name) a non-profit corporation owned entirely by all of the property owners of the subdivision herein described, and future phases as developed.
7. Directors - Shall be the board of directors who administer and run the Association, as set out in the Articles of Incorporation therein. The decision of the directors as to the interpretation and intent of this document shall be final and non-appealable. The directors once elected to office by the Owners are intended to be and shall be vested with broad authority, as to interpreting and enforcing these restrictions, setting dues and emergency special assessments and management authorization which may be delegated in whole or in part to a management company, CPA or other person of suitable experience.
8. Owner- An owner shall be any individual, trust or entity having title to any lot(s) in the development.

II. USE OF PROPERTY

1. The lots in the subdivision were approved for single-family use (one house per lot, one family per home) by the proper Parish authorities. The lots shall be subjected to no other use than those allowed under the zoning ordinance of the Parish of Tangipahoa on the date of this instrument. Developer may, however, utilize a lot or lots as sales and/or administration offices until all lots are sold.

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

III. PROHIBITED ACTIVITIES

1. No animals, birds, exotic species, 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 purpose.
2. Clothes lines or similar outdoor drying apparatus shall not be located on the subject property and are expressly prohibited, unless entirely hidden from view by an opaque fence.
3. No accumulation, storage or burning of any trash and no accumulation or storage of litter, lumber, scrap metal, building materials, new or used, 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 improvement located upon any lot, for periods deemed reasonable by the ACC.
4. No structure of a temporary character such as a trailer, camper, camp truck, house trailer, mobile home, or other prefabricated trailer, house trailer, or recreational vehicle or other vehicle having once been designed to be moved on wheels, no tents, shacks, barns or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Further, no such trailer, camper, camp truck, junk vehicle, recreational vehicle, motorcycle, boat and/or boat trailer or parts thereof shall be kept, stored, repaired or maintained on any lot or in the street adjoining any lot in the subdivision. It is provided, however, that this restriction shall not apply to such vehicles, motorcycles, boats and/or trailers, or machinery or equipment enclosed and kept within a garage or behind a fenced or landscaped enclosure approved by ACC but not in the front yard (the front yard being measured from the front of the house to the front property line, or the side yard of a corner lot (the side yard being measured from the side of the house to the side property line adjoining the street right of way).
5. Clearing Trees and Placing Fill - Except for those trees that are located within five (5.0') feet of the building site as shown on the plans submitted prior to construction, no sound trees measuring in excess of six (6) inches in diameter at three (3) feet above the ground shall be removed without written approval of the ACC. 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 necessary are advisable by ACC. 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 except no earlier than 5 p.m. on the day immediately prior to scheduled garbage pick up times, with removal by 5 p.m. on the day of garbage pick up.

As this subdivision is outside all municipal corporate limits, Developer, and when activated, the Association, shall be and hereby is authorized to designate from time to time, one company which shall be in charge of all garbage, trash and rubbish collection and disposal with regard to all normal household garbage, trash and rubbish, and no property owner or tenant shall contract with or use any other company or employee for this service except the designated company.

Developer or the Association is permitted but not obligated to enter into a master contract with the collection and disposal company if doing so reduces the cost and makes for a uniform and orderly collection routine, however at no time shall any unoccupied property be charged for any pro-rata fee. Nothing herein shall be construed as either obligating the Developer or the Association or its chosen servicer/contractor to remove or prohibiting any owner, builder or tenant from contracting with another company for the removal of extraordinary garbage, trash and rubbish generated other than in the course of normal and customary household operation. In particular the designated collection and disposal company is not responsible for the removal of items such as tree limbs, trees which have been cut, grass cuttings, leaves or other such organic outdoor waste, building materials or construction debris, discarded wall to wall carpeting, appliances, or large appliance

- boxes, mattresses and the like. The property owners shall at their own expense be responsible to remove same from their property promptly and are not permitted to place same where it can be seen from the street except immediately prior to its removal.
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 is unsafe, hazardous or illegal, or in violation of these restrictions.
 9. No individual water supply systems shall be permitted. Water services shall be supplied by the company designated by the Tangipahoa Parish Water District. Central sewage disposal shall be provided by a private utility company or the parish sewer district for this area.
 10. No trash or junk pile shall be allowed to be placed or to remain anywhere in the subdivision, including vacant lots.
 11. No changes in the elevations or drainage of the land, including placement of fill or grading of any lot except changes required to meet government regulations, and required by a governmental agency to assure implementation of the Parish approved drainage plan, shall be made on the property without prior approval of the ACC. Such changes shall in no manner adversely affect any neighboring property, or alter the natural drainage plan. Section IV further addresses natural drainage and prohibits alteration of natural drainage servitudes. As stipulated on the subdivision plat no net fill shall be allowed between the creek and the boundary of flood prone area.
 12. All antennas must be of the concealed type installed inside attic space or other enclosure, except as ACC is required to permit under the regulations of Federal Communications Commission. The location of all outdoor antennas must be approved by the ACC. Eighteen (18") inch satellite dishes are allowed only if hidden from sight and installed in a manner and location approved in writing by the ACC.
 13. Outdoor speakers, radios, public address systems and the like, whether temporary or permanent, are expressly prohibited if same can be heard from adjacent lot areas. Noise emanating from inside a structure shall not be audible outside the structure. All other noise which offends, disturbs or constitutes a nuisance is expressly prohibited.
 14. No work or construction of any kind can be done on the Property except with the prior approval of the ACC. The ACC shall not permit vinyl siding on any exposed surfaces of any structure. No owner shall install or cause to be installed any mailbox except the ACC selected and required standardized mailboxes for all lots, which will be supplied by ACC for the cost thereof or purchased from a supplier designated by ACC to assure uniformity.
 15. No house shall be occupied until and unless there has been installed (and thereafter maintained) at least minimal ornamental landscaping around the front of the house commonly referred to as the builders landscaping package approved by the ACC or Developer. Front yard areas shall be sodded through the ditch to the street. Before sodding the ditch the elevation thereof shall be verified as correct by owner/builder with the ACC or Developer, requiring the property to drain towards the front property line. The ACC or Developer retains the right to require, at its sole discretion, a chainwall or other suitable construction to prevent drainage on to adjacent lots. Thereafter all yard and landscaping areas shall be properly maintained by the owner. Minimum landscaping requirements shall be a fully sodded lawn, a minimum of 250 square feet of planted garden's, minimum of 6 trees (Minimum 10' in height) in front yard.
 16. No window air conditioning units are allowed to be utilized or installed in or on any house, garage or outbuilding in the subdivision and no garage or outbuilding shall be used as a residence even temporarily.
 17. Any permanently installed generator units must be installed in accordance with guidelines promulgated by the ACC or developer.
 18. All utility lines, including cable or internet service, serving a residence shall run underground.
 19. All hunting and discharge of BB guns, pellet guns, air powered rifles and firearms, and the operation of motorbikes, motorcycles, 2-wheel, 3-wheel and 4-wheel motorized recreation vehicles upon The Property is strictly prohibited. This does not preclude the

use of street legal motorcycles on subdivision streets used for purposes of ingress and egress.

20. Swimming pools, and pool decks shall be located on the rear portion of the Lot and shall not be visible from any street within the Subdivision. Swimming pools, patios and decks shall be constructed in the ground and shall be at normal ground level, or fill material must be added around the pool if necessary to give the pool an in ground appearance. A fence of a design approved by the ACC that complies with the ordinances and/or requirements of the appropriate governmental authority shall completely enclose any swimming pool.
- 21 All raised houses must have skirting constructed from either brick, hardie board, stucco, or other suitable material, as approved by the ACC or developer, or landscaping around the entire raised portion of the house in order to prevent a see through appearance.. Each raised house shall provide not less than 18" clearance for a crawl space under the floor joists and 12" under the sills. The finished first floor elevation shall not exceed five feet (5') from existing grade.

IV. SERVITUDE OVER LOTS

The Developer establishes and adopts all servitudes depicted on the recorded plats and shall have the right to grant other reasonable licenses, easements and rights of way for sewer, water, storm drain, telephone, electricity, gas, cable T.V. and other utility lines over portions of the lots prior to the sale of the lot to the owner occupant; which shall be considered as amendments to these covenant, and running with the land and binding on any subsequent purchasers of any lot(s) following recordation of any such servitudes. Developer hereby establishes and reserves for its benefit and the benefit of the Association an access servitude for purposes of installing, maintaining, replacing and repairing any perimeter, privacy or security fencing installed on lots which form the subdivision boundary, and any fencing surrounding any common areas. Additionally, there is herein and hereby established a drainage servitude five (5') feet wide along the interior side and rear boundary lines of each lot, and through natural drainage servitude areas identified by the project engineer, whether or not depicted upon the recorded subdivision plat, for the purpose of installing either surface swales or subsurface drainage by or at the expense of owner, as determined necessary by Developer or by ACC from time to time, to facilitate the Parish approved drainage plan for the subdivision lots and subdivision as a whole.

As to natural drainage servitudes which exist by operation of law, the opinion of the subdivision project engineer, or such other engineer as the ACC shall designate, is stipulated to be controlling as to the existence of natural drainage servitudes, and the Developer and Association are granted access and license to enter any lot and perform such work as necessary in order to assure that the natural drainage is maintained, and if altered by the property owner or his contractor or employee, to assess the cost of restoring or rerouting, if necessary, the natural drainage pattern to that property owner as an assessment. This method of establishing and maintaining the natural drainage servitude is confirmed and established in recognition of the fact that the natural topography of certain lots may not allow all parts of all lots to follow the parish preferred drainage plan.

V. MEMBERSHIP IN Audubon Trace of Robert PROPERTY OWNERS ASSOCIATION

Any purchaser in this subdivision takes note and acknowledges by purchasing a lot herein that there shall be established a property owners association incorporated as a non-profit corporation, to be known as Audubon Trace of Robert Property Owners Association (or some similar name), the membership of which is comprised of all owners of property located in Audubon Trace of Robert Subdivision. It is noted that Developer owns and/or may purchase hereafter, surrounding land and reserves the right to add such property, as developed, to these deed restrictions and covenants or similar residential restrictions and covenants. At that time the purchasers of lots therein will become members of this same association, unless otherwise specified in the amendment adding other property to the effects of these restrictions. Each lot in the development shall be allocated one vote on all issues to be decided by the membership in the association. The vote of each lot may be further divided among the owners of the lot. A person owning one or more lots shall be entitled to a vote for each lot owned. Owners of a fractional vote shall be able to cast their fractional vote or may assign their vote to one person, by written proxy presented to the association in advance of any meeting, who shall be authorized to vote the lot as a whole. In no event shall any singular lot have more than one vote. The right of each lot to cast one vote

may not be varied or diluted thereafter, provided however, that voting rights shall be activated only when 75% of lots, including all future phases have been sold by Developer, but Developer will retain the right to appoint members of the Board of Directors until 100% of all lots have been sold.

Common property will eventually include, entranceways, any greenspace, greenbelts, and any conservancy areas, as designated on the plat, if applicable, any retention ponds (except as set out below) within the subdivision and any additional common property which may be designated on recorded plats of the subdivision. All common property will eventually be owned by and from the date transferred by the Developer to the Association, and shall be maintained by the Association from that date forward, including all roads and drainage, and will not be dedicated for public use. Any retention pond may be dedicated for maintenance to the Parish and if so will be the obligation of the Parish to maintain as stipulated in the document executed by the Developer or the Association, if owned by the Association, and the Parish.

The Developer initially, and once activated, this Association through the Board of Directors shall implement and enforce the provisions of these restrictions. However neither the Developer, the ACC, nor the Association, shall be liable to any owner for the manner in which it exercises any right or authority granted or imposed herein or for the failure or refusal to exercise any right or authority granted herein, whether discretionary or not, or for the failure or refusal of the Developer, the ACC or the Association to enforce any of the provisions hereof against any owner, builder, agent or assigns.

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 without the prior approval of the Architectural Committee. For purposes of this section, the word "structure" shall be construed most broadly and shall include but not limited to buildings, swimming pools, fences, sheds, walls, porches, signs, towers, driveways, walks, all outdoor lighting, television antennas, (which are allowed outdoors only if required to be permitted by the regulations of the Federal Communications Commission) storage facilities and any other thing erected or placed on any part of the Property, whether attached or detached from the primary residence. For purposes of this section, any addition to a present structure shall be considered a structure and shall require architectural approval. In addition to the matter otherwise provided herein, architectural control shall include the approval of a structure's size, structural construction materials, exterior appearance and location on the lot. Two coats of paint are required on all painted surfaces. Fireplace flues and chimneys must be located in rear of the residence. The architectural control committee has the authority to disapprove structures which it deems not to coincide with the aesthetics of the subdivision or which it deems to be too repetitive within the subdivision, in its sole discretion. No modular or system built homes will be permitted. Except for the original architectural committee which is appointed by Developer and shall be composed of 3 persons, the architectural control committee shall be composed of at least 3 persons and no more than 5 persons, and shall be known as the ACC. A majority of members must be present for meetings and all matters not approved by a majority vote are denied.
2. Commencement and period of construction. Construction must commence as soon as practicable after, but in no event more than six (6) months after obtaining the approval of the ACC, unless the committee grants an extension. Construction must be substantially completed within twelve (12) months from the commencement of work, unless extended by the Parish authorities. All necessary building and related permits must be obtained prior to commencement of construction, and all construction must be performed in accordance with any regulations promulgated by the ACC from time to time, and applicable building codes, and in accordance with the plans and specifications submitted to and approved by the ACC. Any change in plans and specifications during construction from those approved by the ACC shall be resubmitted for specific approval.
3. Disclaimer. Review of plans and specifications by the ACC is for the purpose of assuring the desired aesthetics for the subdivision and the steady quality of construction on the property affected by these restrictions and is not intended nor shall it be construed to be for the benefit of any other party(ies). No party who submits plans and specifications shall have any right or cause of action against the ACC, or any of its members for alleged

- negligent or intentional failure to advise of any deficiencies or defects therein, it being understood that same is not being monitored, and no such duty is owed.
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 ACC, except a standard real estate sign offering a lot or lots for sale. Such for sale signs may not exceed four (4) square feet. However, a larger sign may be erected by the Developer at a location approved by the ACC. This section does not affect signs announcing the name of the subdivision, which shall be of such size and at such location as the ACC determines appropriate.
 5. Despite any provisions to the contrary in any Association rules and guidelines which might be hereafter made, so long as the Developer continues to own one lot, in any present or future phase of the subdivision, the Developer has the right to appoint at least three (3) members to the architectural control committee. This provision may not be amended so long as the Developer continues to own one lot herein, or later phases.
 6. Authority to Grant Variances. The ACC shall have the exclusive power and authority to grant variances from the strict application of any of these covenants provided that such variances shall not subvert the purpose and principal thereof. The grant of a variance should be based upon the ACC's opinion that the variance will improve the quality and/or appearance of the project or will alleviate practical difficulties or undue hardship. Such variances as may be presented to the ACC shall be considered on an individual, case by case basis, and shall not be deemed to set any precedent for future decisions by ACC. Nor shall the grant of a variance in any manner alter the force or effect of the restrictions with regard to other lots. Variances required by law to be granted by the Parish's Board of Adjustments or similar board must be sought directly.

VII. MEMBERS' RIGHT OF ENJOYMENT

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

- (a) The right of the Association, in accordance with its rules and by-laws, to take such legal action as the board in its sole discretion deems to be prudent and necessary to enforce and preserve the restrictions herein, including legal action, specifically to seek injunctive relief, through an attorney employed by the association and the right to maintain and mortgage any common property which might hereafter be acquired to maintain or improve same.
- (b) The right of the Association, to take such steps as are reasonably necessary to protect the property values in the said subdivision, and to prevent unsightly accumulations, and the like from remaining on the property of any member, in violation of these restrictions, and to prevent any alterations of every nature to common and/or landscaped areas and
- (c) The right of the Association to suspend the voting rights of any member and/or the rights to access any recreational facilities which may be subsequently established by the Association, for any period during which any assessment made by the association remains unpaid and for any period during which owner is guilty of an infraction of any of the published rules and regulations of the Association or these restrictions.

VIII. ANNUAL ASSESSMENTS AND CARRYING CHARGES

1. Liability for Assessments. Except for Developer owned lots which are exempted from assessments in consideration of management duties fulfilled by Developer or developer's agent, each 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 also sometimes referred to as "dues" "assessments" or "carrying charges", equal to the member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, to meet its annual expenses. It is specifically agreed that dues will be determined originally by the Developer and eventually by the Board of Directors elected by the members as set out herein and in the Articles of Incorporation and By-Laws of the property owners association. The initial annual assessment shall be \$450.00 per year due January 15 of each year. Dues will be pro-rated and will be exempted from dues for (6) months after purchase to allow for a reasonable construction period. Owners specifically understand and owners consent, contract and agree, by purchasing a lot in this subdivision, that annual dues may be increased by the Developer or later the elected Board of Directors

and that special assessments may be levied by a majority vote of the members. Unanimous consent to increase annual dues or levy special assessments is not required. Dues shall include expenses related to, but in no way be limited to, such items as the following:

- (a) The cost of all insurance, operating, maintenance and repair expenses, expenses for services rendered and reserves for unexpected contingencies as authorized and approved by the Association.
 - (b) The cost of necessary management and administration,
 - (c) The cost of any security guard services, or other services rendered at the request of the Association.
 - (d) The cost of maintenance of any common areas within the subdivision, including the roadways, drainage, sewerage lines and sewerage treatment plant, and any greenspace and any conservancy areas depicted upon the subdivision maps (except those contained within privately owned lots) and the entranceway, . All common and any other improvements of every nature including streets/roads constructed by Developer shall be deemed completed in a satisfactory and workmanlike manner in accordance with local standards when parish approval is given thereon, and Developer shall have no further responsibility or liability than to meet and obtain the Parish of Tangipahoa standards and approvals.
2. Determination of Regular Assessments. Once activated, the Association (acting through the Board of Directors) by vote shall determine the amount of assessment annually, but may do so at more frequent intervals should circumstances require. The annual assessment may be levied and collected in advance on a monthly, quarterly, semi-annual or annual basis, and pre-payment may be made without penalty. Notices of assessments adopted shall be mailed to all property owners, but the failure to do so shall not nullify the assessment, same still being due and owing, but shall mean that member not notified shall not be subject to any penalty for failure to pay any assessment he has not been notified of. Each lot owner shall pay the proportionate share of the annual assessment. Until the Association is activated, Developer is authorized to approve reasonable annual assessments based upon actual or reasonably anticipated costs, and bill for and collect same and to hold and deposit funds received in a fiduciary capacity for the owners and association.
 3. Special Assessments. The Association has the authority, acting through its Board of Directors, to make assessments for damages caused by catastrophic events such as tornadoes or hurricanes. In addition to the annual assessments, or special assessments for damages caused by catastrophic events such as tornadoes or hurricanes, which may be approved and levied by the Board alone, the Association shall have the right to levy other special assessments deemed necessary and appropriate, approved by fifty one (51%) percent of the members of the Association, at a meeting called for this purpose by written notice sent at least ten (10) days and not more than thirty (30) days in advance of such meeting, setting forth the purpose of the meeting.
 4. Failure to Comply With Restrictions. Should any property owner fail to properly maintain its property, ground and/or facilities, or in any manner allow its property to become detrimental to the aesthetic scheme of the subdivision, or violate these restrictions in any manner, then the Association shall have the right to file suit to force compliance with the restrictions and/or enter upon the property in order to take such corrective actions as will alleviate the situation, including the right to seek injunctive relief, in which case any requirement to prove actual damages shall not be required. In this instance:
 - i) Such an entry by the Association, its agent, employees, and/or contractors upon the property shall not be deemed to be a trespass.
 - ii) Prior to entry upon the property, the Association shall give written notice to the property owner by certified mail or commercial carrier such as Federal Express, that failure of the owner to remedy the deficiencies complained of within five (5) days of receipt of demand may result in the Association's entry upon the property to remedy the situations complained of.
 - iii) The Association shall assess the property owner for the full costs of such work 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.

- iv) 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 certified demand letter 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/or building in good condition and in compliance with these restrictions.
5. Non-payment of Assessments. 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 subject the member to pay such other penalty or late charge as the Association, acting through its Board, may fix, not to exceed 25% of the amount due.

The Association may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association in a prominent location within the subdivision

6. Enforcement of Assessments and Restrictions. Any assessment authorized hereunder shall be a debt obligation of the lot and the owner(s) of the lot against which it is levied. In the event of non-payment of an assessment within fifteen (15) days as provided above, a lien affidavit setting forth the amount due shall be filed against the lot and the owner thereof, as is authorized by and provided for in the 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 assessment, late charges and other penalties, as well as to enforce any other provision of these restrictions. The party cast in judgment shall pay all reasonable legal fees and court costs; however in the event that the Owner agrees to pay the amounts sought in any litigation, prior to a judgment, the Owner shall also be responsible to reimburse the Association for all legal fees and costs incurred.
7. Assessment Certificates. The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act, or to any other party at legitimate interest such a mortgage lender holding or intending to acquire a security interest in the property, a certificate in writing signed by an officer of the Association, setting forth the status of the assessment(s), i.e. whether paid or unpaid. Such certificate shall be presumptive evidence of the payment of any assessment therein stated to have been paid. A reasonable fee may be levied in advance by the Association for each certificate so delivered, to be paid by the requesting party.
8. Acceleration of Installments. Upon default in the payment of any one or more period 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 Association and declared to be due and payable in full.
9. Additional Default. Any recorded first mortgage secured by a lot in the subdivision 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 shall not affect the validity of such mortgage or the indebtedness secured thereby.
10. The Association shall have the right to retain professionals to carry out its duties, including a property management firm, which fees will be a part of the annual budget.

IX. NECESSARY VOTE OF ASSOCIATION MEMBERS

Unless otherwise specified herein or in the Articles of Incorporation or the By-Laws of the Association, any action of the Association which is required to be voted on by members shall be deemed approved and authorized by a vote of 51% of the members.

X. NOTICE OF MEETINGS

Notice of meeting of the Association shall be in writing and directed to all property owners of record as of the date of the notice, which notice shall be sent at least ten (10) days prior to the date of the meeting setting forth the date, time and place thereof, and the matters to be considered. A vote of fifty one (51%) percent of all owners, whether in attendance or not, is required to approve actions, and shall bind all members present or not.

XI. SPECIAL PROVISIONS AS TO CONSTRUCTION

1. Approval of Plans. The owner/builder shall submit two (2) sets of plans to the ACC at the office of Developer, as listed with the Secretary of State from time to time. The plans to be submitted shall also include a sample of the exterior colors to be used on any structure, with the ACC or Developer retaining the right to reject any color deemed incompatible. The ACC shall require a construction deposit of \$1,000.00 per home site to assure compliance with these restrictions, which will be held until compliance is achieved and/or used to achieve compliance by the ACC. Once the Developer relinquishes control of the Architectural Control Committee then the plans shall be submitted to the chairman of the committee as identified by the Association president or secretary. One set of plans will be signed as either approved or rejected within a reasonable time period not to exceed thirty (30) days from a signed and dated receipt. The signed set will be returned, the other retained for the committee's records. There may be a reasonable fee charged for the review and approval process.
2. Approval of Site Plan. The owner/builder shall submit a site plan showing the building size, slab elevation, setback lines, driveway location, any other paving, fences and culverts to scale, to the office of Developer. Once the Developer relinquishes control to make three appointees to the Architectural Control Committee then the plans shall be submitted to the chairman of the committee as identified by the Association president or secretary.
3. Dwelling Size. No dwelling shall be constructed on any lot having less than Two Thousand (2,000) ground floor square feet of living area (heated and cooled), this being exclusive of open porches, breezeways and garages. A structure of more than one (1) story, can not be less than One Thousand Eight Hundred (1,800) square feet of living area on the ground floor. Dwellings cannot exceed two (2) stories. Each residence will have in addition, at least a two car but not more than a four car garage, which is defined as being fully enclosed on all 4 sides and cannot be converted into living area. The Developer reserves the right, at its sole option, to re-subdivide lots 35-41, as shown on the plat, into ten (10) garden home lots of equal size, which shall be two stories, subject to a minimum dwelling size of not less than One thousand eight hundred (1,800) square feet of living area, with a minimum of One thousand five hundred (1,500) square feet of ground floor living space.
4. Building Location and Elevations
The front, rear and side yard requirements which shall apply to all lots in the subdivision, are those described in the mid-left side margin of the plat, or as shown on the plat itself on particular lots. Any and all greenbelts, servitudes, and the like as shown on the plat, are adopted and incorporated and construction of any nature which interferes with the use of any servitude or greenbelt is prohibited. These yard requirements apply to both the primary living structure and accessory buildings. The architectural style, proportions and materials of the accessory building should match or be compatible with that of the primary structure, and plans and locations therefor must be submitted just as for the primary structure. ACC may grant set back variances for accessory buildings or structures in its discretion.

All driveways and aprons and off street parking areas must be finished with a top layer of concrete and include 100 sq. ft. of Brick or Paver accent adjacent to street. Must be approved by Architectural Control Committee.

5. Other materials may only be used as the surface layer during the construction of a home, but is not permitted after the home is completed. All driveways must have a culvert. Each driveway must have two (2) expansion joints, one on either side of the culvert. Developer reserves the right to stipulate the manner of handling of the entire process of culvert installation including naming an engineer and/or contractor to certify the elevation of and then install or review the installation of each culvert to the proper elevation for the builder or homeowner, the reasonable cost of which shall be assessed to and borne by the lot owner or builder. Improper installation will subject the owner to remedial work when deemed necessary by the ACC, and all costs assessed to and performed at owner's expense if the owner fails to correct the faulty installation after fifteen (15) days written notice from the ACC.
(2) The placement of driveways on lots must be approved by the ACC to assure that there are no entrances or exits of driveways which interfere with traffic flow at intersections

and to assure that aesthetics of the overall subdivision are preserved. No driveway shall be permitted to be built any closer to any side property line than two (2') feet. Driveways on the depth or larger lot dimension on corner lots shall not be located any closer than sixty (60') feet and those on the shorter lot dimension shall not be located any closer than thirty five (35') feet from the corner of said property closest to the intersection from the corner of the property where the said street rights-of-way intersect.

6. 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, and any Parish requirements. There can never be more than one dwelling on any one lot.
7. Construction of any nature, except fences deemed by the ACC not interfere with the use of the servitude, is prohibited in any utility or drainage easements. Driveways, naturally are a further exception, and may cross servitudes, to join the street.
8. The minimum elevation for the lowest floor of all residences shall be determined from the latest FEMA Flood Insurance Rate Maps, as obtained from the Parish Engineering Department or a licensed surveyor, but must be at least 1.5 feet above the centerline of the street it faces.
9. The ACC will require that all piers on raised houses be faced with a material which is compatible with the building materials of the residence, and that lattice or other material be used to close/skirt in the open area between the piers.
10. Fences. All fences must be approved prior to construction by the ACC for both placement and materials. No fence shall extend beyond the front of the house. Front yard fencing is prohibited. Fences should not exceed six (6) feet in height. No barbed wire or other dangerous material can be used. No chain link is allowed on any lot. Treated wood, brick or iron or other ACC specifically approved material for fencing is required. No fence, wall, hedge or shrub which obstructs sight lines at elevations between two (2') feet and six (6') feet above the roadway shall be placed or permitted to remain on any corner lot within the triangle area formed by the street property lines and the lines connecting them at points twenty five (25') feet from the intersection of the street lines extended. The same sightline limitations 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.

XII. 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 (10) years each unless within one (1) year prior to the expiration of any expiration period, this act is terminated by recorded instrument signed by the owners of not less than fifty one (51%) percent of the lots of record as of the date of the instrument of termination, filed of record with the Clerk of Court, Tangipahoa Parish.
2. Amendments or Repeal. Any provisions contained in this act may be amended or repealed, even if the amendment is more restrictive or burdensome, by the recordation of a written instrument specifying the amendment or the repeal, executed by the owners of seventy five (75%) percent of the lots of record as of the date of the instrument(s). The foregoing notwithstanding, during such time as the Developer is the owner of at least one lot in this phase or any later phase which the Developer adds to the provisions of these restrictions, Developer has the authority acting alone to amend the restrictions to the extent deemed necessary and advisable for its legitimate business purpose. Any person or entity purchasing a lot in this subdivision specifically and contractually consents to these amendment and repeal provisions and relinquishes any right to contest or refuse to comply with any amendment, even those creating restrictions more burdensome or restrictive than initially set out herein, provided the amendments are adopted as set out hereinabove.
3. Effect of Provisions of Act. By filing these restrictions before the sale of any lot in this subdivision, each provision of this act shall be deemed to have been contractually agreed to by all lot owners and deemed incorporated into 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 shall not affect the validity or enforceability of any other provision of any valid and enforceable part of this act.
5. Captions. Captions and headings herein are for convenience only and are not to be considered substantively.
6. No Waiver. Failure to enforce any of the provisions of this act shall not operate as a waiver of any such provision or any other provision of this act.

THUS DONE AND PASSED on the day, month and year first herein written in the presence of the undersigned competent witnesses, who sign hereunto with said appearer, and me, Notary, after due reading of the whole.

Witnesses:

Sandra L Marchard

Printed Name of Witness:

Sandra L Marchard

[Signature]

Printed Name of Witness:

David Silverstein

AUDUBON TRACE OF ROBERT, LLC

By: [Signature]

Richard D. Farrell-Manager

[Signature]

NOTARY PUBLIC

Name: Trl Silverstein

ID: 12073