

Tangipahoa Parish Recording Page

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BEDICO MEADOWS LLC

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ACT CREATING
DEED RESTRICTIONS
AND COVENANTS

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

BY: BEDICO MEADOWS, L.L.C.

FOR: BEDICO MEADOWS, PHASE I

BE IT KNOWN, that on this 27th day of June, 2006.

BEFORE ME, Martha L. Jumonville, Notary, in the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

BEDICO MEADOWS, L.L.C., a limited liability company organized under the laws of the State of Louisiana, domiciled and doing business in St. Tammany Parish, Louisiana, herein represented by MARK MALKEMUS, Member/Manager, duly authorized to appear and act herein, the mailing address of which is declared to be 22161 Marshall Road, Suite B, Mandeville, LA 70471 (hereinafter referred to as "Developer").

WHICH DEVELOPER DECLARED, that Developer is the record owner of a portion of ground located in Sections 12 and 38, Township 7 South, Range 9 East, Tangipahoa Parish Louisiana, being a parcel containing 63.452 acres of land, less and except the southern ten (10') feet of the access area leading to CC Road owned by another party which is an access servitude only, on which 203 residential lots being lots 1 - 11 and 15 - 206 inclusive have been developed, known as BEDICO MEADOWS, PHASE I. Said lots are described in accordance with the plat and survey prepared by Robert G. Barrilleaux, Surveyor of REB, LLC, dated April 4, 2005 as thereafter revised, hereinafter referred to as the "plat". A full legal description of the parcel on which the lots are located and the location of the said lots thereon, are shown by reference to the said subdivision plat which has been approved by the Parish authorities, and duly filed with the Clerk of Court, Tangipahoa

Parish, all of which is incorporated hereby by reference.

AND WHICH DEVELOPER DECLARED, that it desires to submit all lots within Bedico Meadows, Phase I as shown on the referenced subdivision plat to certain deed restrictions and covenants in order to provide for the preservation of values and any amenities in the subdivision, and in order to accomplish this end it is necessary that these deed restrictions and covenants be placed of record.

NOW THEREFORE, the Developer hereby declares that all lots in Bedico Meadows, Phase I, shall be and are held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and approved subject to the covenants, privileges, restrictions and contractual obligations and rights as hereinafter set forth, all of which are declared to be in aid of a plan for the improvement of the Property. These Deed Restrictions and Covenants shall be deemed to run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

COVENANTS, DEED RESTRICTIONS AND OBLIGATIONS

FOR BEDICO MEADOWS

PHASE I

I. DEFINITIONS

1. Architectural Committee - Shall mean and refer to the Bedico Meadows Architectural Control Committee authorized and provided for hereinafter (ACC).

2. Developer - Shall mean Bedico Meadows, L.L.C., its successors or assigns.

3. Lot - Shall mean each of the subdivided parcels of real property designated for residential construction and private ownership in Bedico Meadows Subdivision, as shown on the recorded plat, and any other lots in future phases of the subdivision if Developer adds future phases to these restrictions, as adjacent land owned or hereafter purchased by Developer is developed.

4. Rules and Regulations - Shall mean the Rules and Regulations as may be promulgated by the Developer or 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.

5. Association - Shall mean and refer to Bedico Meadows Property Owners Association, Inc. (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 and added to the effects of these restrictions.

6. Directors - Shall be the directors who administer and run the Association, as set out in the Articles of Incorporation therein, or by law.

II. USE OF PROPERTY

1. The lots in the subdivision were approved for single-family use 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, 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. Dogs shall be kept on a leash when not in an enclosed area.

No Member of the Association is allowed to keep or maintain any pet upon any portion of the Common Areas. Any Member who allows any pet onto any portion of the Common Area shall be deemed to have indemnified and agreed to hold the Association, each of its Members and the Developer free and harmless from any loss, claim or liability of any kind or character whatsoever arising from reason of having such pet on the Common Areas.

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

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 (except as permitted in No. 22 hereafter), 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 shall be kept 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 the 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 ten (10.0') 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. The ACC reserves the right to require that it inspect the property after the trees are marked and before cutting of any trees. Each owner is responsible for planting an additional four (4) trees in the front yard and two (2) trees in the back yard having at least one (1") inch in diameter at three feet above the ground before the house is offered for sale and/or occupied.

6. 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 supplier if doing so reduces the cost, and bill said amounts as a common expense, however at no time shall any unoccupied property be charged for any pro-rata fee from the central servicer. Further no owner shall use any garbage, trash or rubbish receptacle except those in complete conformity with sanitary regulations and no owner shall leave such receptacles in an area where they are visible from the street except immediately prior to and after the scheduled pick up times. Nothing herein shall be construed as either obligating the Developer or the Association or its chosen servicer/contractor to remove or prohibiting any owner 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 or sewerage treatment

plants or septic tanks shall be permitted. Water will be provided by the Parish of Tangipahoa and sewer services shall be supplied by Sewerage District No 1 of Tangipahoa Parish.

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 or divest water onto any neighboring property.

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.

15. Builders and/or owners as applicable are responsible for the installation of an approved uniform style mailbox as designated by Developer prior to the builder offering the house for sale and prior to any person occupying the house.

16. 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 "builder's landscaping package", and the trees required to be planted in section 5 hereinabove are installed. Front yard areas shall be maintained in their natural state utilizing vegetation and ground cover to the maximum extent possible. No fill material shall be added to the front yard area with the exception of under the driveway and more than 5 feet away from the foundation of the house. Landscape planters constructed adjacent to the house shall be considered part of the foundation for purposes of this article and must remain within the building setback area. Care shall be taken during construction to protect these areas.

17. No window air conditioning units are allowed to be utilized or installed in or on any house, garage or outbuilding in the subdivision.

18. All utility lines serving a residence shall run underground to the extent reasonable and be located under or within 5" of the driveway in order to protect trees and natural vegetation on the remainder of the Lot.

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

faucets, main cut offs and lawn hoses.

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. 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 an ACC pre-approved hardy plank, stucco or brick skirting, or other ACC approved and suitable material 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 24" clearance for a crawl space under the floor joists and 18" under the sills. The finished first floor elevation shall not exceed five feet (5') from existing grade.

22. No modular home can be installed unless it is permanently installed on the lot and the wheels and axle(s) removed from the premises.

23. No roof is permitted except one with a minimum 6/12 roof pitch.

IV. EASEMENT OVER LOTS

The 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 over portions of the lots prior to the sale of the lot to the owner occupant. Any and all servitudes depicted on the recorded subdivision plat are adopted, created and ratified herein and hereby. Specifically, there is herein and hereby established by destination in favor of Developer and the Association, a drainage servitude ten (10') feet wide along the interior side and rear boundary lines of each lot, whether or not depicted upon the recorded subdivision plat, for the purpose of installing either surface swales or subsurface drainage 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. With regard to any lots which abut the outer boundary or perimeter of the subdivision, a servitude is hereby established by destination in favor of Developer and the Association to repair, reconstruct, maintain and service any fencing or landscaping built by Developer to buffer the lots from the adjacent property.

V. MEMBERSHIP IN THE BEDICO MEADOWS 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 Bedico Meadows Property Owners Association, Inc. (or some similar name), the membership of which is comprised of all owners of property located in Bedico Meadows 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.

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 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 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 lot owner involvement in the Association shall be activated only when 75% of all lots, including all future phases have been sold by Developer. Even then, Developer will retain the right to appoint a majority of the directors and maintain assessment control and architectural control until 100% of all lots are sold, unless Developer sooner relinquishes said control voluntarily.

Common property will eventually include, any greenspace, greenbelts and conservancy areas, as designated on the plat, if applicable, and any recreational facility and additional common property which may be designated in this or in later phase(s) of the subdivision. All common property will eventually be owned by and from this date forward shall be maintained by the Association even though said areas designated for common ownership are at present owned by Developer.

This Association is authorized to take such action as a prudent businessman would be held to in order to implement and enforce the provisions of these restrictions. Neither the Developer, the ACC, or the Association, its employees, agents, or assigns, shall be liable to any Lot owner(s) in the subdivision for (i) the manner in which it exercises or for its failure or refusal to exercise any right or authority herein granted to it, whether discretionary or not; (ii) the failure or refusal of any Lot owner to comply with any of the provisions hereof; or (iii) the failure or refusal of the Developer, the ACC, or the Association to enforce any of the provisions hereof against any Lot owner, his 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, television antennas, (which are allowed outdoors only if required to be permitted by the regulations of the Federal Communications Commission as addressed in Section III, 12) 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. There may be a reasonable fee charged to submit plans for approval. In addition to the matters otherwise provided herein, architectural control shall include the approval of a structure's size, structural construction materials, exterior appearance and location on the lot. 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. Except for the original architectural committee which is appointed by Developer which shall be composed of 2 or more 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. 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 compliance with the restrictions and maintaining 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 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 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 provisions 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 might be prudent and necessary to enforce the restrictions herein, including legal action, through an attorney employed by the association if deemed appropriate, 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

(c) The right of the Association to suspend the voting rights and the rights to use any recreational facilities or amenities which may be constructed, of any member, for any period during which any assessment made by the association remains unpaid and for an infraction of any of the published rules and regulations of the Association or provisions of these restrictions for so long as the infraction continues.

VIII. ANNUAL ASSESSMENTS AND CARRYING CHARGES

1. Liability for Assessments. Except for Developer owned lots which in Developer's discretion are exempted from assessments in consideration of management duties fulfilled by Developer, each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who become 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 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. 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 as authorized and approved by the Association, for common areas.

(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 maintaining, operating and insuring any recreational facility which may be constructed in a later phase, and any other common areas including the greenspace and any conservancy areas depicted upon the subdivision map and/or the map of any later phase. All common improvements constructed by Developer shall be deemed completed in a satisfactory and workmanlike manner in accordance with local standards and when parish approval is given thereon, Developer shall have no further responsibility or liability than to meet the Parish of Tangipahoa standards.

2. Determination of Regular Assessments. The Developer and then later 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 budgets and assessments based upon actual or reasonably anticipated costs, and bill for and collect same. The initial annual assessment shall be the sum of \$360.00.

3. Special Assessments. In addition to the annual assessments, the Developer and then later the Association shall have the right to levy 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 Deed Restrictions and Covenants. 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 otherwise violate these restrictions in any manner, then the Association, its agent, employees, and/or contractors shall have the remedies set out in Section VII, (c) as well as the right to enter upon the property in order to take such corrective actions as will alleviate the situation. 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, 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 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 Board of Directors may fix, not to exceed twenty five (25%) percent of the amount due.

The Association may publish in its newsletter or 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, and unpaid assessments follow the lot into the hands of a new purchaser who shall become solidarily liable therefor as it is a purchaser's responsibility to verify the current status of dues before purchasing in the subdivision. In the event of non-payment of an assessment within fifteen (15) days as provided above, a lien affidavit setting forth the amount due may 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.

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 purchaser or 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.

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 the membership shall be deemed approved and authorized by a vote of 51% of the members.

X. NOTICE OF MEETINGS

Notice of meetings 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 mailed 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

1. Approval of Plans. The owner/builder shall submit two (2) sets of plans and a construction deposit of \$500.00 per home site by check payable to Developer, to the ACC at the office of Bedico Meadows, L.L.C., currently 22161 Marshall Road, Suite B, Mandeville, La. 70471, or such other address as Developer specifies from time to time hereafter. 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. 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. The construction deposit is required and given to insure compliance with the provisions hereof, a clean construction site, overall community appearance, and that the residence, driveways, sidewalks, culverts, and drainage plan are actually completed in accordance with the submitted and approved plans, and the required landscaping installed.

A written five (5) day notice of any violation(s) occurring during construction will be issued to owner or builder which violation(s), if not cured or corrected within the five (5) day period may, at the option of Developer or ACC, be corrected by Developer or ACC at the cost of owner plus a 50% administrative charge. The construction deposit will be returned upon final completion, inspection and approval, less any amounts deducted for violations as set out herein. The construction deposit shall in no manner be deemed to be a liquidated damage or violation amount and all rights to pursue, claim and collect additional amounts for violations and the specified administrative fees exceeding said deposit are reserved.

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 Bedico Meadows, L.L.C., currently 22161 Marshall Road, Suite B, Mandeville, La. 70471, or such other address as Developer specifies from time to time hereafter. 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.

3. Dwelling Size. No dwelling shall be constructed on any lot having less than one thousand two hundred fifty (1,250) square feet of living area (heated and cooled), this being exclusive of open porches and garages. For a structure of more than one (1) story, there will not be less than one thousand two hundred (1,200) square feet of living area on the ground floor. No garage or carport is required.

4. Building Location - Elevations

(A) The front, rear and side yard requirements which shall apply to all lots in the subdivision, are those described or depicted on the plat, or as required by Parish ordinance. Any and all greenbelts, servitudes, and the like as shown on the plat, are dedicated, adopted and incorporated and construction of any nature which interferes with the 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 therefore must be submitted just as for the primary structure. ACC may grant set back variances for accessory buildings or structures in its discretion.

(1) All driveways and aprons and off street parking areas must be finished with a top layer of concrete. Driveways must be a minimum of ten (10') feet in width. 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 and culverts must be installed in accordance with an engineer's detailed drawing which has been approved both prior to construction and "as built" by an engineer selected by the Developer or by the ACC. Developer and the ACC shall have the right in its discretion to designate an engineer to assure proper installation of culverts and elevation of driveways at the property owner's expense. If the builder or owner does not properly install the driveway, and/or culvert he will be notified by the Developer or the ACC in writing and failure to correct same within five (5) days of notice may result in Developer or ACC correcting same and the assessment of this cost, plus 50% administrative charge, to the lot owner and builder.

(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 five (5') feet, and driveways on corner lots shall not be located any closer than sixty (60') 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. All driveways must be a minimum of ten (10') feet in width.

(3) 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. There can never be more than one dwelling on any one lot.

(4) Construction of any nature, except fences which do 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.

(5) 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.

(6) 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 or have a suitable design or landscaping around the entire raised portion of the house in order to prevent a "see through" appearance, as set out in Section III, 21.

5. Fences. All fences must be approved prior to construction by the ACC for both placement and materials. No barbed wire, chain link, vinyl or wire mesh fencing is permitted. No fence shall extend beyond the mid-point 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. 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 which acts as a "living" fence 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.

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.

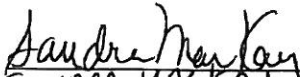

5. Captions. Captions and headings herein are for convenience only and are not to be considered substantively.

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.

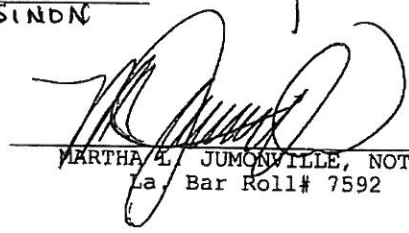
IN WITNESS WHEREOF, Developer has executed this instrument on the date set forth in the preamble hereto in the presence of the undersigned competent witnesses, after reading the whole and for the purpose stated herein.

WITNESSES:

BEDICO MEADOWS, L.L.C.


SANDRA MCKAY

KERRIE B. SINDEN

BY: 
MARK MALKEMUS, MEMBER/MANAGER


MARTHA L. JUMONVILLE, NOTARY
La. Bar Roll# 7592

Bedicomeadows.restrictions