

Tangipahoa Parish Recording Page

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First VENDOR

BEDICO MEADOWS LLC

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TO THE PUBLIC

Index Type : Conveyances

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Recorded Information

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


Deputy Clerk

On (Recorded Date) : 04/28/2009

At (Recorded Time) : 10:45:05:000 AM



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Total Pages 7

SECOND AMENDMENT TO ACT
CREATING DEED RESTRICTIONS
AND COVENANTS ADDING
BEDICO MEADOWS, ADDING PHASE IIA
AND AMENDING THE RESTRICTIONS
AS TO PHASES I AND IIA

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

BY: BEDICO MEADOWS, LLC

FOR: BEDICO MEADOWS, PHASES I AND IIA

BE IT KNOWN, that on the dates set out below,

In the presence of the undersigned competent witnesses, personally came and appeared:

BEDICO MEADOWS, LLC, 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, its undersigned authorized member/manager by consent previously filed with the Clerk of Court, Tangipahoa Parish, the mailing address of which is declared to be 28438 Apple Blossom Lane, Ponchatoula, LA 70454 (hereinafter referred to as "Developer").

WHICH DEVELOPER DECLARED, that it is the record owner of certain property located in Section 12, Township 7 South, Range 9 East, Tangipahoa Parish, Louisiana on which 48 residential lots have been developed designated hereafter as Bedico Meadows, Phase IIA, a full legal description of the parcel affected hereby and the location of the lots thereon are shown by reference to the said Subdivision Plat of John E. Bonneau & Assoc., Inc., certified June 4, 2008 which has been approved by the Parish authorities and duly filed with the Clerk of Court, Tangipahoa Parish, as COB 1147, page 860, Instrument No. 783855.

AND WHICH DEVELOPER DECLARED, that it desires to amend the Deed Restrictions and Covenants for Bedico Meadows, Phase I which Deed Restrictions were established by act dated June 27, 2006 and thereafter duly recorded with the Clerk of Court, Tangipahoa Parish, as COB 1064, Page 610, Instrument No. 724315, and as amended by act recorded October 16, 2007 recorded as COB 1118 page 118, Instrument No. 764969. This current second amendment is to add Phase IIA to the effects to the restrictions and further to amend the original restrictions as to both Phases I and IIA. The said restrictions provide for the Developer's right to amend the restrictions for any legitimate business purposes as provided in Section XII, 2 therein, so long as Developer continues to own one lot which Developer certifies that it does, and provide in Section V that Developer reserved the right to add additional property/phases to the effects of the restrictions such that the purchasers of lots would become members of the Property Owners Association.

AND NOW ALSO APPEARED, the below name parties who have purchased from Developer certain lots in Bedico Meadows, Phase IIA, all of whom join herein as they agree and desire to submit the lots previously purchased to the affects of these restrictions:

YAR CONSTRUCTION CO., INC., a corporation duly authorized to do business in the State of Louisiana, appearing herein through Jason L. Yancey, its President, pursuant to a Resolution of the Board of Directors, recorded at COB 1078, folio 508, and that its current mailing address is P O Box 609, Covington, LA 70434 (hereinafter referred to as "YAR").

AND ALSO

ABOVE & BEYOND BUILDERS, LLC, a limited liability company organized and validly existing and in good standing under the laws of the State of Louisiana, represented herein by Deborah J. Rinaldi, its Authorized Agent, pursuant to a Certificate of Authority, the original of which is recorded at COB 1144, folio 785, and its current mailing address is 28438 Apple Blossom Lane, Ponchatoula, LA 70454 (hereinafter referred to as "Above & Beyond").

AND ALSO

CONBETH, INC., a Louisiana Corporation, domiciled in St. Tammany Parish established under the laws of the State of Louisiana, herein represented by Susan S. Meyer, Secretary, by virtue of a Resolution of the Board of Directors recorded at COB 852, folio 252, and its mailing address is P O Box 940, Abita Springs, LA 70420 (hereinafter referred to as "Conbeth").

AND ALSO

TIFFANY SCHOONOVER KENNISON, wife of/and **VICTOR A. KENNISON, JR.**, both persons of the full age of majority and residents of the Parish of Tangipahoa, Louisiana who declared that they have been married but once and then to each other and they are presently living and residing together; their mailing address is declared to be 28441 Molly's Place, Ponchatoula, Louisiana 70454 (hereinafter referred to as "Kennison, Jr.").

AND ALSO

ROSE POPOW KENNISON, (a/k/a **ROSE MARIE POPOW KENNISON**), wife of/and **VICTOR A. KENNISON, SR.**, both persons of the full age of majority and residents of the Parish of Tangipahoa, Louisiana who declared that they have been married but once and then to each other and they are presently living and residing together; their mailing address is declared to be 41992 Snowball Circle, Ponchatoula, Louisiana 70454 (hereinafter referred to as "Kennison, Sr.").

NOW THEREFORE, the Developer, YAR, Above & Beyond, Conbeth, Kennison, Jr. and Kennison, Sr. hereby declare that all lots in Bedico Meadows, Phase IIA 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 set forth in the act recorded as Instrument No. 724315 as amended by First Amendment recorded as Instrument No. 764969, and as further amended by herein by Developer 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.

AND NOW, Developer declared that its address for all purposes shall be the address on the for said corporation with the Secretary of State, State of Louisiana, currently 28438 Apple Blossom Lane, Ponchatoula, LA 70454.

AND NOW, Developer further declared that Section XI.1 of the Deed Restrictions and Covenants is amended as to Phases I, IIA and all further phases so as to hereafter read as follows:

1. Approval of Plans. The owner/builder shall submit two (2) sets of plans and a construction deposit of \$1,000.00 per home site or as to builders, one deposit will be sent to cover multiple construction sites and will be held so long as that builder is active in the subdivision. That deposit shall be held in escrow without interest during construction. The construction deposit will be paid, by check payable to Developer, or eventually to the ACC at the office of Bedico Meadows, L.L.C. listed herein or such other address as Developer specifies from time to time hereafter. There may also be a reasonable fee charged to submit plans for sheds, fences, etc for approval. Once the Developer relinquishes control of the Architectural Control Committee then the plans and deposit 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.

AND NOW, Developer further declared that Section VIII, 4, (iv) of the Deed Restrictions and Covenants is amended as to Phases I and IIA and all future phases so as to hereafter read as follows:

- iv) Should the property owner fail to assume his responsibility with regard to grounds and/or site maintenance within thirty (30) days of receipt of a certified demand letter, then the Association shall have the authority to assess a penalty in the amount of \$50.00 weekly in addition to any actual costs expended or incurred by Developer or the Association to maintain the grounds and/or building in good condition and in compliance with these restrictions. In addition, should the property owner be in other active violation of any other provision of the covenants, he/she shall receive written notice of the violation and shall have five (5) days to cure and/or submit an acceptable proposal to cure the violation. Should the property owner fail to cure or submit a favorable proposal to cure, and fails to immediately cure the violation, he/she will be assessed the sum of \$20.00 per day for each day the violation remains uncured. Should the property owner fail to pay the assessment, all lien rights are reserved.

AND WHO DECLARED, that except as amended previously and herein, the restrictions remain as originally written.

EXECUTED, in the presence of the undersigned competent witnesses, after reading the whole and for the purposes stated herein, on the dates set out below.

WITNESSES:

PRINT NAME:

PRINT NAME:

GEORGE RIVARDI
RENEE HALL

BEDICO MEADOWS, LLC

BY:

MARK MALKEMUS, MEMBER/MANAGER

Date:

3/3/2009

WITNESSES:

PRINT NAME: GEORGE RINALDI

PRINT NAME: RENEE HALL

YAR CONSTRUCTION CO., INC.

BY: Jason L. Yancey
JASON L. YANCEY, PRESIDENT

Date: 3/6/2009

WITNESSES:

PRINT NAME: GEORGE RINALDI

PRINT NAME: RENEE HALL

ABOVE & BEYOND BUILDERS, LLC

BY: Deborah J. Rinaldi
DEBORAH J. RINALDI, AGENT

Date: 3/3/2009

WITNESSES:

PRINT NAME: GEORGE RINALDI

PRINT NAME: RENEE HALL

CONBETH, INC.

BY: Susan S. Meyer
SUSAN S. MEYER, SECRETARY

Date: 3/30/09

WITNESSES:

PRINT NAME: GEORGE RINALDI

PRINT NAME: RENEE HALL

TIFFANY SCHOONOVER KENNISON

Date: 4/14/2009

WITNESSES:

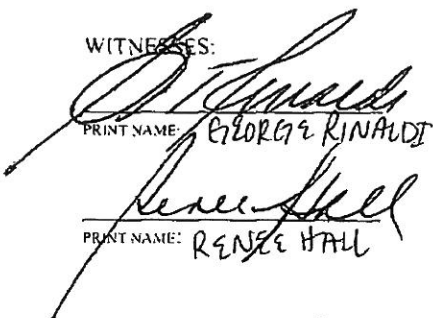
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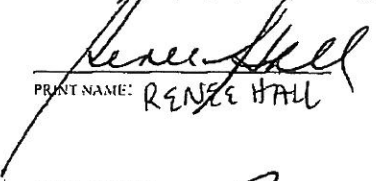
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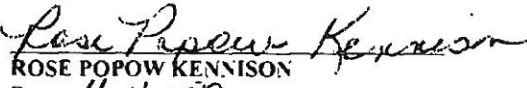
VICTOR A. KENNISON, JR.

Date: 4-4-09

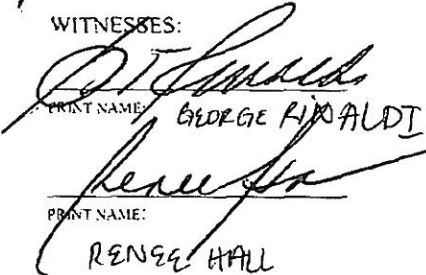
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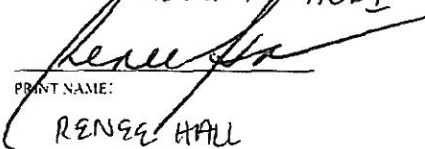

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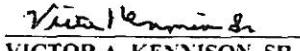

PRINT NAME: RENEE HALL


ROSE POPOW KENNISON
Date: 4-4-09

WITNESSES:


PRINT NAME: GEORGE RINALDI


PRINT NAME: RENEE HALL


VICTOR A. KENNISON, SR.
Date: 4-4-09

File No. 05.0130

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BEFORE ME, the undersigned Notary Public and in the presence of the undersigned competent witnesses personally came and appeared George Rinaldi and Renee Hall who after being duly sworn, declared and said that they witnessed Bedico Meadows, LLC, YAR Construction Co., Inc., Above & Beyond Builders, LLC, Tiffany Schoonover Kennison, Victor A. Kennison, Jr., Rose Popow Kennison, and Victor A. Kennison, Sr. execute the foregoing Second Amendment to Act Creating Deed Restrictions and Covenants, and that said parties executed said act after reading the whole and for the purposes set out herein.

THUS DONE AND PASSED in the presence of me, Notary, and that of the undersigned competent witnesses, Covington, Louisiana, this 23rd day of April, 2009.

WITNESSES:

PRINT NAME: GEORGE RINALDI

PRINT NAME: RENEE HALL

WITNESSES TO ORIGINAL
WITNESSES SIGNATURES

PRINT NAME: DONNA DUGAN

PRINT NAME: SANDRA MAE KAY

MARTHA L. JUMONVILLE, LA BAR #7592
NOTARY PUBLIC