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DATE FILED Sept 18 20 02
C.B. 437 ENTRY 154

STATE OF LOUISIANA
PARISH OF WEST BATON ROUGE

**AMENDED ACT OF RESTRICTIONS
OF
ROSELAND TRACE SUBDIVISION.**

BE IT KNOWN that on this 11 day of September 2002, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

BENEDETTO DEVELOPMENT COMPANY, L.L.C., a Louisiana Limited Liability Company, represented herein by its duly authorized Manager, Francis N. Benedetto;

and

such other undersigned Property Owners, representing sixty (60%) percent of the Property made subject of these restrictions, as required by that Act of Restrictions of Roseland Trace Subdivision that is recorded with the West Baton Rouge Parish Clerk of Court at 407/270;

(hereinafter collectively referred to as "Appearers")

who did depose and say that:

Appearers are the Owners, and Benedetto Development Company, L.L.C. is the developer of the real property hereinafter described, and, by this Act amend the previously adopted restrictions, and impose upon the Property the restrictions, conditions, liens and servitudes hereinafter set forth.

ARTICLE I
Property

1.1 Property Subject to This Declaration. The real property, together with all improvements, referred to herein and made subject to the covenants, conditions and restrictions set out herein, is located in the Parish of West Baton Rouge, State of Louisiana, and is more particularly described as follows, to wit:

Lots 1 through 77 being 38.44 acres in Section 16, Township 7 South, Range 12 East, known as ROSELAND TRACE SUBDIVISION, as shown on the plat by Wallace J. Hargrave, Land Surveyor and Civil Engineer, entitled "Final Plat of Roseland Trace Subdivision" filed in the records of the Clerk and Recorder of the Parish of West Baton Rouge, State of Louisiana, (sometimes herein referred to as "Property").

The property, and all portions thereof hereinafter shall be occupied, used, conveyed, transferred and sold subject to the conditions, covenants, restrictions, reservations, servitudes, liens and charges hereinafter set out, all of which are imposed on the property, and all of which shall run with the land.

ARTICLE II
Purpose

2.1 Purpose. The purpose hereof is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in that community. The Property is hereby subjected to the covenants, restrictions, conditions, reservations, liens and charges herein set out to insure the best use and most appropriate Development and improvements of each building site thereof; to protect the Owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection thereon of poorly

designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the Property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain property setbacks from streets; and, in general, to provide adequately for quality improvement of the Property and thereby enhance the values of investments made by purchases of building sites therein.

ARTICLE III **Improvement Restrictions**

3.1 No house shall be erected, altered, placed or permitted to remain on any one of the said Lots other than one (1) detached single family Dwelling not to exceed two and one half (2 ½) stories in height, a private garage or carport for at least two (2) vehicles and not more than four (4) vehicles, and other accessories incidental to a residential use of said Lots, such as swimming pools, bathhouses, and/or gazebos. Private carports are to be located only to the rear of the residence, and shall load from side or rear, so as to minimize visibility from the street. Garages may also be constructed in the rear of the residence. Garages constructed on the front portion of the residence shall load from the side. All garage doors must be approved by the Architectural Control Committee. Corner Lots shall only have enclosed garages, no carports will be allowed.

3.2 Minimum Square Feet. No single story residence shall be erected on any Lot in Roseland Trace Subdivision containing less than Two Thousand (2,000) square feet of living area. Living areas are exclusive of porches, breezeways, garages and carports. Any Dwelling exceeding one story shall contain a minimum of Twenty-Four Hundred (2,400) square feet of living area.

3.3 No Garage Apartments. No garage apartments shall be build on any Lot.

3.4 No Factory Built Homes. No structure of what is commonly known as factory built, modular, or mobile home type construction shall be erected or placed on any Lot at any time, this includes above ground swimming pools.

Additionally, no aluminum patio or carport covers and/or aluminum outbuildings, shall be erected, placed, or allowed to remain on any Lot at any time. A portable potty or dumpster may be placed on a Lot only during the construction period.

3.5 Approval By Committee. No building shall be erected or placed on any Lot until the construction plans, specifications and plot plan showing the location of the structure has been approved by the Committee.

3.6 Any house built on any corner Lot in the Subdivision must face the street side with the least amount of linear footage along the Lot. All other houses must face the street on which they border.

3.7 Driveways. Driveways shall be constructed of concrete. Asphalt and granular materials such as gravel, crushed stone, or dirt are not permitted for use on driveways.

3.8 Exterior Materials. No building, residence or other improvement erected, placed or altered on any Lot shall be constructed exteriorly of imitation brick, stone, or aluminum and/or vinyl siding. All painted exteriors must have at least two coats. Any building or residence erected shall have exterior construction of no less than 65% brick, and no more than 30% of the exterior may be constructed or covered by stucco or wood, individually, unless otherwise approved by the Committee.

3.9 Roofing. The minimum roof pitch shall be 8/12 unless otherwise approved by the Committee. All roofing shingles must be architectural style.

3.10 Ceiling; Chimneys; Windows. All residences shall be constructed with at least 80% of the ceilings from the ground floor not less than 9 feet high. Fireplaces, flues, and chimneys shall be covered with the same material used on the exterior of the residence. All fireplaces shall have

chimney caps. Galvanized metal caps are not allowed. Firewood must be stored in the rear of the home.

3.11 Paint. The Owner shall not paint the exterior of any buildings or improvements without first obtaining written consent of the Committee.

3.12 Time for Construction. All exteriors of any improvement permitted by this Declaration shall be completed in seven (7) months from commencement. Commencement occurs when the slab is poured. A fine shall be imposed on the building contractor for any homes beyond the seven (7) month construction period. The amount of the fine shall be determined by a majority vote of the Board of Directors for the Roseland Trace Homeowners Association.

3.13 Use before Completion. Dwellings may not be temporarily or permanently occupied until the exteriors thereof have been completed.

ARTICLE IV

General Covenants, Obligations and Restrictions

4.1 Applicability. Each Lot or Dwelling shall be conveyed, transferred or encumbered under the provisions of this Declaration. Each Owner shall automatically become a member of the Association and shall remain a member thereof until such time as his Ownership of a Lot or Dwelling ceases for any reason at which time his membership in the Association shall automatically pass to his successor-in-title to his Lot or Dwelling. Lots shall not be subdivided and boundaries of Lots shall remain as established by the Subdivision plat.

4.2 Use of Lots and Improvements. Except as otherwise permitted herein, each Lot and Dwelling shall be used for residential purposes only. No trade or business of any kind may be carried on therein. The use of a portion of a Dwelling as an office by the Owner or his tenant shall not be considered a violation of this covenant if such does not construct regular customer, client, employee or delivery traffic.

4.3 Animal Restrictions. There shall be no raising of any livestock such as cows, horses, pigs, sheep, rabbits, emus, ostrich, or poultry of any kind. A maximum of two domestic pets may be kept outside the premises at any time. Domestic animals shall not roam freely, but must be leashed or retained by fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers, as to cause a nuisance. Upon the request of any Owner, the Board of Directors may conclusively determine, in its sole and absolute discretion, for purposes of this section if a pet is a nuisance. The Board shall have the right to ask the Owner to remove such pet from the Development, if such pet is to be a nuisance or is found to violate any of these restrictions. The Board of Directors shall have the further right to fine any Owner not to exceed fifty (\$50.00) dollars per violation. Any such fine or costs will become added to and become part of that portion of any assessment next coming due which such Lot or Dwelling is subject. Aside from any fences constructed according to section 4.7, no dog pens or dog runs may be constructed or allowed to remain on any Lot in such a manner as to be visible from any street or neighboring properties.

4.5 Dumping; Compost. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garden compost may be kept in quantities required by one household only, provided it is not visible from the street, and is kept free from noxious odors and insects.

4.6 Set back lines. No residence, garage, or accessory building shall be build nearer than ten (10') feet to the sideline of a Lot. Front and rear minimum building setback lines shall be in accordance with the official Subdivision restrictions. All setback lines shall be adhered to as follows:

- a. Front setback lines shall be no less than thirty (30) feet, as provided by the West Baton Rouge Parish Council, however in no event shall the front setback lines be less than twenty (20) feet. Maximum front setback lines shall not exceed seventy (70) feet.
- b. On corner Lots, a minimum building line of fifteen (15) feet from a side street is required, as provided by the West Baton Rouge Parish Council, however in no

event shall the building line from a side street be less than seven and one-half (7.5) feet..

- c. No building or accessory building shall encroach upon any servitude.

4.7 Fences. No fence or wall shall be constructed nearer to the street than the side of the house which faces the street. Fences or walls must not exceed six (6) feet in height. Chain link fences are prohibited. Fence posts shall not be visible from any street. All fencing material must be wood, brick, stucco, or wrought iron, unless otherwise approved with the committee. The Committee must approve all fences and fence locations prior to the commencement of the fence.

4.8 Servitudes. Servitudes for installation, maintenance of utilities and drainage facilities, are reserved as shown on the final plot of Roseland Trace Subdivision.

4.9 Utilities. Roseland Trace Subdivision will be served by underground utilities only, except where an overhead electric distribution system is previously existing or has been installed by the Developer. Electric service from the electric distribution system to each resident shall be underground.

4.10 Combining Two Lots. Nothing in these restrictions shall prohibit an owner of any two adjoining Lots having frontage on the same street from erecting a residence on the two Lots, which shall be considered for the purpose of these restrictions as one Lot.

4.11 Mailboxes. The Developer will designate a type of mailbox, including mounting post (the "Subdivision Mailbox"), as to design, construction material and colors, to be used for all Lots in the Subdivision. When a house is built on any Lot, the Owner thereof shall only use a Subdivision Mailbox, the purchase and maintenance of which shall be the sole responsibility and at the sole cost of each respective Owner.

4.12 Grandfather Clause. Notwithstanding any other provisions to the contrary contained herein, and existing detached single-family residence shall be permitted despite its nonconformity to the requirements of this Declaration on the date hereof, provided that such existing residence shall not be enlarged, expanded, reconstructed, remodeled, or structurally altered except in compliance with this Act. The restrictions contained herein do expressly cover the use and maintenance of any Lot, Dwelling, or residence existing on the date hereof.

4.13 Temporary Buildings. No temporary house, shack, tent, barn, other out building or construction trailer shall be permitted on any Lot or dwelling except for temporary structures for social occasions as made permitted by the rules and regulations promulgated by the Board.

4.14 All vehicles of recreational nature or oversized business (larger than a standard "pick-up truck") vehicles shall be housed completely in a Committee approved structure or in an enclosed garage. This includes motor homes, campers, hauling trailers and boats. No vehicle shall be kept, stored, parked, repaired, or maintained on any Lot, street servitude or right-of-way, in such manner as to be visible from any street on which the Lot fronts. No school buses are allowed to be parked or housed on any Lot in the Subdivision. Notwithstanding the above, the aforementioned vehicle types may be parked on a lot as long as they are removed within twelve hours and not re-parked on a daily basis.

4.15 Storage of Building Materials. No building materials or building equipment of any kind may be placed or stored on any Lot except in the actual course of construction of a residential building or other buildings thereon. Trash or debris placed on any Lot is subject to being removed by a service contracted by the Board of Directors of Homeowners Association. The landowner shall be responsible for all payments due to the contracted service.

4.16 Signs. No permanent sign of any kind, except standard real estate signs shall be displayed. The Developer is exempt from this restriction.

4.17 No exploration, mining, quarrying or drilling for or exploitation of gas, oil, phosphate or minerals of any type shall be permitted or conducted on residential property.

4.18 Culverts. Each Lot Owner must install culverts along roads that have open ditches. All Lots facing the boulevard median must have culverts beneath the driveway. Culverts must be installed upon or before substantial completion of the residence.

4.19 Dead trees. Dead trees must be removed from a Lot within thirty (30) days.

4.20 Construction period. Construction on homes must not begin before dawn and must cease at dusk.

4.21 Patrons and Homeowners of Roseland Trace Subdivision must adhere to a twenty-four (24) hour time limit for parked vehicles on the road in Roseland Trace Subdivision. No vehicles or trailers owned or used by residents of the Subdivision may be parked on a regular basis on any street or street right-of-way in the Subdivision.

4.22 Trash receptacles should be removed from the roadside within a reasonable amount of time after trash service.

4.23 A television satellite dish or antenna may be installed on the rear of any home and out of sight as much as possible. The Architectural Committee must approve other satellite locations. Antennas will under no circumstances be allowed to be placed in front of the farthest front or side extension of the residence or garage on any Lot Construction. Location of outside music or sound producing devices and other outside mechanical devices shall be subject to prior written approval of the Committee.

4.24 No Lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes and a non-commercial garden for use by a single household may be located on a Lot provided that it is not visible from any street.

4.25 Exterior Appearance. No foil or other reflective material shall be used on any windows for sun- screens, blinds, shades or other purposes, nor shall any window-mounted heating or air conditioning units be permitted. Except within screened service yards, outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained, nor shall any clothing, rugs, or any other items be hung on any fence, hedge or wall. When not in use, all garage doors are to be kept closed.

4.26 Water wells and septic tanks. No private water wells may be drilled or maintained nor should septic tanks or similar sewage facilities may be installed or maintained on any Lot or Dwelling.

4.27 Nuisances. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate on any portion of any lot in the Subdivision. Nor shall any nuisance or odor be permitted to exist or operate upon or arise from any Lot in the Subdivision so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying other portions of the Subdivision. Noxious or offensive activities shall not be carried on in any Lot or Dwelling and each Owner, his family, tenants, guests, invitees, servants, and agents shall refrain from any use of a Lot or Dwelling which could cause disorderly, unsightly, unkempt conditions or could cause embarrassment, discomfort, annoyance or nuisance to the other occupants of other parts of the Development which could result in cancellation of any insurance for any portion of the Development or would be in any violation of any law, environmental code or governmental regulation. Without limiting the generality the foregoing provisions: no exterior speakers, horns, whistles, bells or other sound devices except security and fire alarm devices, used exclusively for such purposes shall be located, used, or placed within the Development. Any Owner or his family, tenants, guests, invitees, servants, or agents who dumps or places any trash or debris shall be liable to the Association for the actual costs and removal thereof or the cost of one hundred fifty dollars, whichever is greater, and any sum shall be added to or become a portion of assessment next becoming due in which Owner and his Lot or Dwelling are subject.

4.28 Recreational Vehicles. Although not now expressly prohibited hereby, the Board of Directors may at any time prohibit motor homes, campers, trailers of any kind, ~~motorcycles, motorized bicycles, motorized go-carts, ATVs,~~ and other similar vehicles, or any of them, from being kept, placed, stored, contained or operated upon any portion of the Development if in the

opinion of the Board of Directors such prohibition shall be in the best interests of the Development.

4.29 Amending Restrictions. These restrictions may be amended at any time by the affirmative vote of sixty (60%) percent of the owners of the property subject to these restrictions.

ARTICLE V Landscaping and Maintenance

5.1 Landscaping. Within ninety (90) days after the completion and/or occupancy of any home on a Lot (the "Landscape Completion Date") the Lot Owner shall complete a certain amount of landscaping to the Lot, to include:

- a. Grass sod of at least the front yard (and side yard facing the street if a corner Lot), and
- b. Some beds and/or planting along any side of the house facing the street or that can be seen from the street. (Not including backside or back yard of the house.)
- c. Initial landscaping, which does not include sod, (not including backside or back yard of the house) shall cover an area at least fifteen (15%) percent of the total living area of the house.
 - i. Initial landscaping shall include at least two (2) trees and ^{FIFTEEN}~~ten~~ (15) ornamental shrubs.

5.1.1 Any Lot Owner who does not complete said landscaping prior to the Landscape Completion Date shall pay a fine, which will be determined by a majority vote of members present at the annual Homeowner's Association meeting, to the Association for each thirty (30) day period the landscaping is delayed beyond the Landscape Completion Date. The Homeowner's Association shall have lien rights to enforce payment of such fine, or in the Association's discretion, the Association may cause such work to be performed and may demand and sue for reimbursement for such costs and legal fees.

5.2 Maintenance.

5.2.1 Responsibility of Owners. Except as specifically identified herein as being the responsibility of the Association, all maintenance and repair of Lots and Dwellings together with all improvements thereon or therein and all lawns, landscaping, and grounds on and within a Lot or Dwelling shall be the responsibility of the Owner of such Lot or Dwelling. Each Owner shall be responsible for maintaining his Lot or Dwelling as the case may be in a neat, clean, and sanitary condition and such responsibility shall include the maintenance and care of all exterior surfaces of the Dwellings, buildings, and other structures and all lawns (cut to a maximum height of six (6") inches) trees, shrubs, hedges, grass and other landscaping.

5.2.2 In the event that the Board of Directors determines that 1) any Owner has failed or refused to discharge properly his or its obligation with regard to the maintenance, cleaning, repair or replacement of the items for which he or it is responsible then the Association, except under emergency situation, shall give such Owner written notice of Association's intent to provide such necessary maintenance, cleaning, care or replacement at the expense of such Owner in setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed and necessary. Except in the event of emergency situations, such Owner shall have fifteen days within which to complete the same in a good and workmanlike manner or in the event that such maintenance, cleaning, repair or replacement is not capable of completion in said fifteen day period to commence said maintenance, cleaning, repair or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure to comply with any provisions hereof after such notice, the Association may provide (but does not have the obligation to provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner and said costs shall be added to and become part of the assessment of which such Owner is responsible for his Lot or Dwelling.

5.3 Damages or Destruction to Lots or Dwellings. In the event of damage or destruction, a fire or other casualty, to any Lots or Dwellings, and in the further event that the Owner of such Lot or

Dwelling elects not to repair or rebuild the damage or destroyed Lot or Dwelling, he shall promptly clean away the ruins and debris of any damaged improvements or vegetation and shall leave such Lot or Dwelling in a clean, orderly, safe, and sightly condition. Should such Owner elect to repair or rebuild such Lot or Dwelling or other improvements such Owner shall repair or rebuild said Lot or Dwelling or other improvements to substantially the same condition as existed prior to such fire and casualty in accordance to such applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, Subdivision and building of governmental regulations. All such work or repair or construction shall be commenced promptly following such damaged or destruction and shall be carried through diligently to conclusion

5.5 Maintenance before Construction. Until the Lot is substantially cleared, the Lot Owner shall clean and mow area twenty (20) feet behind the street on the Lot. After a Lot is substantially cleared, the Lot Owner thereof shall keep the grass, weeds and vegetation on said Lot mowed at regular intervals so as to maintain the same in a neat and attractive manner. If the owner fails to now and otherwise keep a Lot clean, then said Lot may be mowed at least monthly by the Developer (or its designee or the Association if formed) and the Owner of such Lot shall be billed sixty dollars (\$60) per mowing. The Developer (or the Association when formed) shall have lien rights to enforce payment plus attorney's fees of any charges for mowing.

5.4 Maintenance during Construction. During the continuance of construction by an Owner such Owner shall require contractors to maintain the Lot or Dwelling in a reasonably clean and uncluttered condition and to the extent possible all construction debris shall be kept within refuse containers. Upon completion of construction such Owner shall cause his contractors to immediately remove all equipment and tools, construction materials and debris from Lot or Dwelling on which such construction had been completed.

ARTICLE VI

Architectural Review Committee

6.1 Committee Creation. There is hereby created and ratified the Roseland Trace Subdivision Architectural Review Committee, to be composed of three individuals all of whom shall be Owners of Lots in Roseland Trace Subdivision. Each member of the Committee is entitled to one vote. Two members shall constitute a quorum for the transaction of business and, except as otherwise herein provided, the affirmative of a majority of those present in person or by proxy at a meeting shall constitute the action of the Architectural Review Committee on any matter before it.

6.2 Purpose and Authority. In order to preserve the natural setting and beauty of the Development, to establish and preserve a harmonious and aesthetically pleasing design for the Development, and to protect and promote the value of the property, the Lots, and Dwellings, all improvements located therein or thereon shall be subject to the restrictions set forth in this Declaration. Every Owner by acceptance of title, his Lot or Dwelling is bound by the provisions of this Declaration. The Architectural Control Committee shall serve without pay and shall check all building plans to ascertain their thorough compliance with all of the restrictions as set forth herein. The decision of the Committee, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and non-appealable.

6.3 Composition of Committee. The Developer is entitled to appoint one (1) of the three (3) members of the Committee until either eighty percent (80%) of the Lots in the Subdivision are sold, or until the Developer relinquishes his appointment right to the Homeowner's Association, whichever occurs first. Notwithstanding the forgoing to the contrary, prior to the termination of Developer's right to appoint a member to the Committee his appointee shall not be required to be a Lot Owner. Once the Developer no longer has the right to appoint a member of the Architectural Review Committee, all members are to be elected by and from the Homeowner's Association.

6.3.1 The initial Committee shall be comprised of one representative appointed by the Developer plus two (2) members elected annually by and from the Roseland Trace Homeowner's Association. The first members of the Committee are: Francis N. Benedetto, Rhona Reeves, and Maren Prejean.

6.4 Interim Appointments. In the event of the death, resignation, or disability of any member of the Architectural Control Committee a majority vote of the Board of Directors from the Homeowner's Association shall appoint a successor. If a member of the Committee is going to be absent, refuses to attend and/or is habitually absent from attendance at Committee meetings, that member may be removed and replaced by the Board of Directors of the Homeowner's Association either on a permanent or temporary basis. Such permanent appointees or successors appointed to fill such vacancies shall serve the remainder of the term of the former member.

6.5 Meetings. The Architectural Control Committee shall meet within ten (10) days from the submission of any plans to it. Meetings shall be held in such places as may be designated within the Subdivision by the Committee.

6.6 Approval of Committee Required. No construction of improvements of any nature whatsoever shall be commenced or maintained by any Owner with respect to the construction or effecting the exterior appearance of any Lot or Dwelling or with respect to any other portion of the property including, without limitation, the installation of sidewalks, driveways, parking pads, fences, "dog runs" or kennels, mailboxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, guest or servant's quarters, or any other outbuildings nor shall any exterior addition to or change or alteration therein be made (including without limitation, painting or staining of any exterior surface) unless and until the required submittals have been approved in writing by the Architectural Review Committee. Additionally, no building or construction on any Lot may proceed except in accordance with the submitted plans as approved. No building on any Lot may become or continue to be occupied while there exists on any such Lot any construction not in accordance with these restrictions or in accordance with plans approved by the Committee as set forth in these restrictions. Notwithstanding the foregoing, the Owner may make interior improvements within his Dwelling that do not affect the exterior appearance.

6.7 Submission of Plans. The Owner of a Lot shall submit to the Committee one (1) set of plans and specifications for any improvements, constructions or additions. Plans shall be considered as submitted for approval only when they have been delivered to the Developer. The Developer shall have the personal responsibility of delivering the same to a member of the Architectural Control Committee. The following must be submitted:

- a. A copy of the plans, or drawings and specifications which show all exterior materials, designs, all elevations of all sides of building, and all interior floor plans including ceiling heights.
- b. A plot plan showing the location of all improvements on the Lot.

Any other proposals to be brought before the Committee shall be submitted in writing and in detail. The Committee may retain any plans that are submitted to it. The Committee may mark the plans as "approved", "approved as noted", or "disapproved". If construction is not commenced within six (6) months after the date of approval of the plans or proposals, then approval is void.

6.8 Basis for Approval or Disapproval. The Architectural Review Committee shall have the sole discretion to approve or disapprove any plans and specifications submitted for approval, provided however such discretion shall be based upon the restrictions and conditions imposed herein or as later adopted. Aesthetic considerations based upon exterior color scheme shall be within the discretion of the Committee provided however that disapproval based upon purely aesthetic considerations shall be deemed sufficient when based upon unanimous vote of the Committee. Except as otherwise provided herein, disapproval of an improvement based upon an interpretation of the restrictions and conditions imposed herein shall be determined by majority vote of the Committee.

6.9 Architecture Style. Homes constructed in Roseland Trace Subdivision shall be of Traditional, Acadian, and/or Country French design, with an emphasis on the architectural style of homes all ready existing in the Subdivision.

6.10 Developer Approval. The Developer prior to 80% of the lots in the first filing being sold may approve or disapprove any proposed matter for any reason set forth in this Declaration.

6.11 No Guarantee. Approval of the Committee or the Developer shall not be deemed a guarantee of soundness, safeness, or usefulness and no liability shall be incurred by the Appearers, the Developer, the Architectural Control Committee, or their successors or assigns as result of approval.

6.12 Inspection. Following the approval of any plans and specifications the members or representatives of the Architectural Review Committee shall have the right in reasonable hours to inspect the Lot or Dwelling or other improvements with respect to which construction is underway, to determine whether or not the plans or specifications therefore have been approved and are being complied with. In the event that the Architectural Review Committee shall determine that such plans and specifications have not been approved, or are not being complied with, the Architectural Review Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with the approved plans and specifications.

6.13 Failure of Committee to Act. In the event that the Architectural Review Committee fails to "approve", "approve as noted", or "disapprove" in writing any proposed plans and specifications within thirty days in which such plans and specifications shall have been submitted, such plans and specifications will be deemed having been expressly approved provided that the proposed improvements are generally with the harmony of the scheme of the Development as set forth in this Declaration.

ARTICLE VII Annual Dues

7.1 Purpose of Dues. The dues levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents, for security of the Subdivision, and for the maintenance of the Roseland Trace median, the Subdivision entrance, replacement of street signs, maintenance and replacement of the street light poles, and any other areas or items so approved by the Association.

7.2 Establishment of Dues. The dues shall be established by an affirmative vote of a majority present at any annual meeting of the Homeowners Association. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Unless otherwise provided by the Board the overall assessment shall be paid in equal quarterly installments.

7.3 Due Rate. Dues must be fixed at a rate of fifty percent (50%) for unoccupied Lots and one hundred percent (100%) for occupied Lots and may be collected on a quarterly basis. In regards to any Owner holding interest in more than one Lot that Owner shall be obligated to pay the regular due rate for one Lot owned. There shall be no Dues for Lots owned by the Developer.

7.4 Special Assessments. In addition to the annual assessments levied above, the Association acting through its Board of Directors, may levy in any assessments, year-end special assessments, for common expenses applicable to that year only provided that except as otherwise permitted, any such assessments shall be approved by a majority of the Owners who are voting in person or by proxy at a meeting duly called for that purpose.

7.5 Individual Assessments. Any expenses of the Association occasioned by the conduct of less than all of the Owners, or to the family, tenants, agents, guests, or invitees of any Owners, shall be specially assessed by such Owners and their respectful Lots or Dwellings. Individual assessments provided for in this section shall be levied by the Board of Directors and the amount and due date of such assessment so levied by the Board shall be specified by the Board.

7.6 Effect of Non-Payment, Remedies of the Association. Any assessment shall be made in writing directed to the property Owner, and any assessments of an Owner, or portions thereof, which are not paid when due shall be delinquent. Once any assessment, or any portion thereof, has become delinquent, the Association may file a notice of same in the records of the Clerk of Court for West Baton Rouge. Any assessment delinquent for a period of more than ten days after the date due shall include a late charge which may be determined by the Board from time to time and also shall accrue simple interest at the interest rate of (12%) twelve percent per annum. A real obligation and lien as herein provided for such assessments shall attach simultaneously, as the

same shall become due and payable and if an assessment has not been paid in thirty days the unpaid balance may be accelerated at the option of the Board and may be declared due and payable in full. The real obligation and lien of such assessments shall include the late charge established by the Board of Directors, interest on the principal amount due at the rate of twelve percent (12%) per annum, all costs of the collection (including reasonable attorneys fees and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the assessment remains unpaid after sixty days of the original due date the Association may as the Board may determine institute suit to collect such proceedings and to foreclose on its lien. The real obligation and lien provided for in this article shall be in favor of the Association and by acceptance of a title of a Lot or Dwelling each Owner vests in the Association and its agents the right and power to bring all actions against them personally for the collection of such assessments as a debt and/or foreclose said lien in the same manner for the improvement of immovable property. No Owner may waive or otherwise escape liability for the assessment provided for herein including by way of illustration but not limitation, non use of common areas, abandonment of his Lot or Dwelling and an Owner shall remain personally liable for assessments, interest and late charges which accrue prior to sale, transfer, or other conveyance of his Lot or Dwelling.

7.7 Certificate. The treasurer of the Association shall within ten days of a written request furnish to any Owner, or to Owners mortgagee, a certificate in writing signed by such treasurer setting forth whether the assessments for which such Owner is responsible have been paid, and if not paid, the outstanding amount due and owing together with all fines, interest, and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any assessment stated therein to have been paid.

ARTICLE VIII Homeowner's Association

8.1 Formation. A Homeowners Association shall be established on or before eighty (80%) percent of its Lots have been sold in the first filing. The Developer will call an organizational meeting to appoint a President, Secretary, Treasurer, and two (2) homeowners of Roseland Trace Subdivision to serve on the Board of Directors for one (1) year.

8.2 Membership. Every Owner of a Lot, including the Developer, shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from Ownership of any Lot. All Owners, including Developer, shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for any Lot owned by multiple parties shall be exercised as the members of the Lot thereof among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Unless otherwise specified herein, or in the Articles of Incorporation or by laws of the Homeowner's Associations, all decisions before the Homeowner's Association shall be determined by a majority vote of the so present in person or by posing at a meeting.

8.3 Purpose. It will be the responsibility of the Homeowners Association to:

- a. Elect a Board of Directors to conduct the affairs of the Association.
- b. Enforce covenants and restrictions herein contained, per the Architectural Control Committee.
- c. Serve and represent Owners in any public matter or public hearing affecting the Subdivision.
- d. Provide for the maintenance of the Roseland Trace median, the Subdivision entrance, the Subdivision sign, any common areas and other areas or items so approved by the Association.
- e. Provide for the maintenance and replacement, when necessary, of the street light poles and signs.
- f. Act in any other capacity or matter in which the Owners of the majority of the Lots vote.

8.4 Property Insurance. The Board of Directors, or its duly authorized agent shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form that the Board deems appropriate, for the benefit of the Association and insuring all insurable improvements in and to the common areas against loss or damage due to fire or other hazards including, without limitation, extended coverage, flood, vandalism, and malicious mischief. Such coverage to be in amounts sufficient to cover the full replacement cost (without depreciation but

- 9.5 "By-laws of the Association" or "By-laws" shall mean and refer to those by-laws of the Roseland Trace Property Owners Association, Inc., which govern the administration, and operation of the Association, as the same may be amended from time to time.
- 9.6 "Committee" shall mean and refer to the Architectural Review Committee for Roseland Trace Subdivision.
- 9.7 "Common area" shall mean any and refer to all real property now or hereafter owned by the Association or over which the Association holds a servitude for the common or restricted use and enjoyment of the Owners. The designation of any land/or improvements as Common Areas shall not mean or imply that the public at large acquires any servitude of use or enjoyment therein. The Common Area to be owned by the Association at the time of the conveyance is described as follows: None.
- 9.8 "Common expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association together with all funds lawfully assessed for the creation or maintenance of reserves pursuant to the provisions of this Declaration.
- 9.9 "Declarant" shall mean and refer to the persons who had executed this Declaration or any successor in title to the interest of such persons, with respect to the Property.
- 9.10 "Declaration" shall mean and refer to this Act of Restrictions of the Roseland Trace Subdivision and all amendments thereof filed for records of the Clerk of Court for West Baton Rouge Parish, Louisiana.
- 9.11 "Developer" shall mean Benedetto Development Company, L.L.C. and to its successors and assigns.
- 9.12 "Development" with an initial capital letter, shall mean and refer to the Property and all improvements located or constructed thereon.
- 9.13 "Dwelling" shall mean and refer to any improved property intended for the use as a single family detached dwelling located within the Subdivision.
- 9.14 "Foreclosure" shall mean and refer to without limitations the Judicial Foreclosure of a mortgage or the conveyance of secured property by Dation en Paiement in lieu of foreclosure.
- 9.15 "Lease" shall mean and refer to any lease, sublease, or rental contract whether oral or written.
- 9.16 "Living Area" shall mean and refer to enclosed and covered areas within a Dwelling, exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas.
- 9.17 "Lot" shall mean and refer to any unimproved portion of the property upon which it is intended that a Dwelling shall be constructed as such Lots are shown on the Subdivision plat. A parcel of land shall be deemed unimproved and thus considered to be a Lot rather than a Dwelling until the improvements constructed thereon are sufficiently complete to reasonably allow habitation thereof. Upon such completion, such partial and other improvements thereon shall collectively be considered a Dwelling for purposes of this Declaration.
- 9.18 "Mortgage" shall mean and refer to a credit sale mortgage or other similar security instrument granting, creating, or conveying a lien upon or security interest in a Lot or Dwelling.
- 9.19 "Mortgagee" shall mean and refer to the holder of a mortgage.
- 9.20 "Occupant" shall mean and refer to any person including, without limitation, any Owner or any guest, invitee, lessee, tenant or any family member occupying or otherwise using the Dwelling within the Development.
- 9.21 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities (including Declarant), of fee simple title to any Lot. Any person or entity having an interest in any

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Lot merely as security for the performance of an obligation shall not be an "Owner" until such time as the interest holder acquires title.

9.22 "Person" shall mean and refer to a natural person, corporation, partnership, trust, legal entity or any combination thereof.

9.23 "Roseland Trace" of "Subdivision" shall mean the entire Roseland Trace Subdivision, including all filings constructed or planned.

9.24 "Subdivision Plat" shall mean and refer to those certain plats of the Roseland Trace Subdivision dated _____ of _____, 2000, which Subdivision plat is filed as original _____ bundle _____ of the Clerk of Court of West Baton Rouge Parish, Louisiana together with 1) any future revisions thereof or 2) any Subdivision plat or any portion of the additional properties may be submitted in the future to the terms of this Declaration that may be recorded from time to time in the records of the Clerk of Court of West Baton Rouge Parish, Louisiana.

9.25 Association shall refer to the Homeowner's Association of the tract covered by these Covenants or any extension thereof as herein provided.

9.26 Building Site shall mean any Lot, or portion thereof, or any two or more contiguous Lots, or a parcel of land of record and in a single Ownership and upon which a Dwelling may be erected in conformance with the requirements of these Covenants.

ARTICLE X Miscellaneous Provisions

10.1 Severability. Invalidation of any one of these reservations, restrictions, covenants or conditions by a valid court order or judgment or court shall in no way affect any other provisions which will remain in full force and effect.

10.2 These covenants are to run with the land in all Filings and shall be binding on all parties and all persons claiming under them for twenty-five (25) years from the date these covenants shall be recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by 60% of the then Owners of the Lots has been recorded, agreeing to change said covenants in whole or in part. All remaining restrictions amended or otherwise shall remain in full force and effect for the succeeding term.

10.3 These Restrictions, including all obligations, covenants, restrictions, servitudes and renditions, shall, to the maximum extent permissible by law, be strictly enforced, constructed, and interpreted. No provisions of these restrictions shall be ignored. The letter of these restrictions shall be enforceable even when violations hereof are technical and apparently minor in nature.

10.4 Attorney's Fees. In the event of a knowing or intentional violation of these Restrictions or in the event of a continuing violation of these Restriction after receipt by the violator or Owner of the Lot on which the violation occurs, of written notice of a violation, the party bringing a successful action to enforce these Restrictions by injunction, declaratory judgment, or otherwise shall be entitled to recover from the violator, or Owner of the Lot, reasonable attorney's fees to be fixed and awarded by the court.

10.5 Enforceability; No Waiver. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the provision hereof, it shall be lawful for any other person or persons owning any portion of the properties or any Lot, or for the Developer or the Architectural Committee, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and to prevent them from doing so or to recover damages or other amounts for such violation. Any first or subsequent purchaser of any Lot in Roseland Trace Subdivision shall be entitled to sue for his own account or for the account of the other parties similarly involved or situated, or both, or to seek both of those types of relief or such other relief as may be available. Failure of any person, firm, or corporation to enforce a covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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10.6 Captions. Any section or paragraph title contained in this Declaration is for convenience only and shall not be deemed a part of the text of this Declaration.

THUS DONE AND SIGNED, this 11 day of September, 2002
before me, Notary Public, and the undersigned competent witnesses.

Benedetto Development Company, L.L.C.

BY: Francis N. Benedetto
Francis N. Benedetto, Manager

Joan L. Simpson
Joe Howell

King Howell
Joan L. Simpson

Margaret Waters
Joan L. Simpson

Joe Howell
Joan L. Simpson

Joe Howell
Joan L. Simpson

Joe Howell
Joan L. Simpson

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Joe Howell
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Joe Howell
Joan L. Simpson

Joe Howell

Michael M. Mulbee

Ramiro D. Simpson

Rita Clark

Lisa Valande

L.R. Lavin

Jean Rivault

J.R.

Margaret Waters