

BUILDING RESTRICTIONS & COVENANTS
FOR
ROSE HILL PLANTATION SUBDIVISION – PHASE 2

STATE OF LOUISIANA
PARISH OF RAPIDES

David Stamey
Natchitoches Parish Clerk of Court
0435923
Recorded On: 4/5/2022 10:34 AM

BE IT KNOWN that on this the 5th day of April, 2022, before me, the undersigned Notary Public in and for the State and Parish aforesaid, personally came and appeared:

DURAND BUILDERS, L.L.C., a Louisiana limited liability company, appearing herein through its sole member, John David Durand, pursuant to an Authorization filed in the conveyance records of Natchitoches Parish, Louisiana, whose mailing address is 337 Highway 3130, Pollock, Louisiana 71467.

Who declared to me, Notary, in the presence of the undersigned witnesses, that it is the owner of that development known as **ROSE HILL PLANTATION SUBDIVISION**, which property is more fully shown on a plat of subdivision prepared by Wood Surveying, LLC, recorded the 22nd day of February, 2022, 2021, in Plat Book 844-A, of the records of Natchitoches Parish, Louisiana.

WHEREAS, Durand Builders, LLC, IS THE PRESENT OWNER OF Lots 3 through 12 of that development known as Rose Hill Plantation Subdivision Phase 2, which property is more fully shown on a plat of subdivision prepared by Wood Surveying, LLC recorded the 22nd day of February, 2022, in Plat Book 844-A of the records of Natchitoches Parish, Louisiana.

That appearer does hereby create and establish on, over and across Lots 3 through 12 a predial servitude (hereinafter referred to as the “30 Ft. Wide Access Right of Way”) said 30 ft. wide access right of way being 30 feet wide and located 15 feet on each side of the front lot line of each lot on the referenced plat by Wood Surveying, LLC filed and recorded in the records of Natchitoches Parish, Louisiana. The 30 ft. wide access right of way granted herein is a predial servitude of passage to afford pedestrian and vehicular passage, way, access, ingress, egress, loading, unloading.

That appearer does hereby create and establish on, over and across Lots 3 through 12 two 10 ft. wide utility servitudes for the purpose of providing utilities which include but are not limited to, water, electricity, gas and/or cable for their respective properties. These utility servitudes being located adjacent and parallel to the 30 ft. wide access right of way granted herein and each being 10 ft. wide and located on either side of the 30 ft. wide access right of way. It is the intention of these restrictions and covenants that the combined width of the two 10 ft. wide utility servitudes and the 30 ft. wide access right of way be a total of 50 feet. The 30 ft. wide access right of way granted herein is not dedicated to the public but is a private non-exclusive servitude for the sole and exclusive purpose of providing passage, way, access, ingress, egress, loading and unloading for person and vehicles on, over and across the 30 ft. access right of way area, and shall be for the use and benefit of each of present and future owners of the property describe herein, and their respective present and future successors, assigns, lessees, sublessees, employees, customers and invitees.

That appearer and future owners of the property describe herein reserve the right to construct and maintain improvements on or across the 30 ft. access right of way area, and each owner shall share in the expense of construction and maintenance of the 30 ft. access right of way area in an amount equal to his pro-rata share of ownership to the total acreage of Lots 3 through 12.

That appearer does hereby place and impose the following restrictions and covenants upon the said Lots 3 and 12 of **ROSE HILL PLANTATION SUBDIVISION – PHASE 2**.



1. All Valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the property shall be observed.
2. No lot shall be used except for residential purposes except as otherwise stated within these restrictions. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, except customary garages and necessary outbuildings.
3. No dwelling shall be permitted on lots 3 thru 9 with a floor area of the main structure, exclusive of open porches and garages, and exterior storage that is less than 2,200 square feet heated and cooled area.
4. No dwelling shall be permitted on lots 10 thru 12 with a floor area of the main structure, exclusive of open porches and garages, and exterior storage that is less than 1,800 square feet heated and cooled area.
5. No building shall be located on any lots 3 thru 12 nearer to the front line or neared to the side street line than the minimum of building set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than forty (40) feet to the front lot line, or nearer than ten (10) feet to any side street lot line. The building set back lines in the recorded plat shall determine the front and side street. All dwellings must face the front street, which can be determined by the set-back requirements on the final recorded subdivision plat.
6. No building shall be located nearer than ten (10) feet to any interior lot line. No dwelling shall be located on any interior lot nearer than ten (10) feet to the rear lot line. For the purposes of this restriction, eaves, steps and open porches shall not be considered as part of a building, providing, however, that they shall not be constructed to permit any portion of a building on a lot to encroach another lot.
7. No fence shall be constructed or allowed to remain nearer the street than a minimum building setback line or building lines unless otherwise noted on the recorded plat.
8. All construction and building plans shall be submitted to the Natchitoches Parish Police Jury for approval and permits before beginning construction. This shall include but not be limited to a site plan, which indicates a drainage plan that meets the Natchitoches Parish Police Jury approval.
9. Construction of new buildings only shall be permitted. It being the intent of this covenant to prohibit the moving of existing buildings onto a lot and remodeling or converting same into a dwelling unit in this subdivision.
10. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
11. Any outside storage building, separate garage, or out-building of any nature shall be constructed in a manner that is harmonious and similar in nature to the home built on that lot.
12. The property shall be subject to such servitude for maintenance of streets, roads, driveways, water lines, sanitary sewers, gas and other public or private utilities, as shall be constructed or installed by the developer or any other public or private entity. Such servitude for maintenance shall include also a right of ingress and egress sufficient to enable such maintenance.

13. Except to the extent that the applicable utility company shall be obligated to maintain and repair its lines, each owner shall maintain and keep in good repair any and all lines, streets, roads, driveways which may from time to time run through, over or under a lot.
14. Easements and/or servitude for installation and maintenance of utilities and drainage facilities are reserved on the recorded plat. Within these easements and/or servitude, no structure, or materials shall be placed or permitted to remain which may damage or interfere with the installation and flow of drainage channels in the easements and/or servitude area of each lot and all improvements on it, such as grass and shrubs, shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
15. The servitude, rights and privileges established, created and granted by this declaration shall be for the benefit of, and restricted solely, to the Developers, the owners, and their respective heirs, executors, administrators, legal representatives, successors and assigns, and any owner may grant the benefit of such servitudes, rights or privileges to his lessees and guests and their immediately families for the duration of their leases or visits, but the same in not intended nor shall be construed as creating any rights in or for the benefit of the general public. Any notice required to be sent to any owner under the provisions of this declaration shall be deemed to have been properly sent when mailed to the last known address of the person who appears as owner at the time of such mailing.
16. All swimming pools shall be constructed in such a manner that they are in the rear of the home and not visible from the front street.
17. Each owner shall at all times comply in all respects with all government, health, fire and police requirements and regulations.
18. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be there on which may be or may become an annoyance or nuisance to the neighborhood.
19. No lot or portion thereof 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 of any obnoxious odor, insects and rodents.
20. No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot, excepting dogs, cats, or other household pets, providing that they are not kept, bred, or maintained for any commercial purpose or in such numbers or conditions as may be offensive to the other property owners and providing further that said pets kept on these premises must not be allowed to roam free, but must be restrained on the owner's premises by adequate leashes or fencing.
21. No oil drilling, oil development operations, oil refining, coring or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil of natural gas shall be erected, maintained, or permitted upon any lot.
22. No business shall be conducted on any lot, nor shall any other activity be done thereon which may become an annoyance or nuisance to any other lot owner.
23. Trucks with tonnage in excess of $\frac{3}{4}$ ton shall not be permitted to park on the streets, roads, driveways, or lot overnight and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in the subdivision at any time. No bus, motor coach, trailer, or other similar vehicle shall be parked, kept or stored, or permitted on the lots within the property, unless same is stored in such a fashion so as not to be visible from the street, nor shall

any lot owner or his assigns regularly permit the parking of any such truck, bus, camper trailer, or similar vehicle in any street, road or drive or any place else that is visible from any street.

24. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the local public health authority. Approval of such system as installed shall be obtained from such authority.
25. No commercial signs of advertisement shall be displayed on any lot by any owner except a sign advertising the lot and improvements thereon for sale or lease which sign shall be no larger than five (5) square feet. The restriction shall not apply to the developer prior to the sale of the respective lot by the developer.
26. Provided also that the breach of any of the foregoing restrictions and covenants shall not defeat or render invalid any title, lien of mortgage made in good faith for values as to the said land and any building or outbuilding erected thereon as herein above provided.
27. These covenants are to run with the land and shall be binding on all owners of Lots 3 thru 12 in this subdivision for a period of twenty-five (25) years from this date. After such initial period, said covenants shall be extended automatically for successive periods of ten (10) years, unless amended, changed or rescinded by recordation of an authentic instrument executed by a majority of the then owners of the lots. Covenants may also be changed, amended or rescinded at any time by the recordation of an authentic instrument executed by the then owners of a majority of the Lots 1 through 14.
28. Enforcement of the protective covenants and restrictions shall be by legal proceedings against any person or persons violating or attempting to violate these covenants and restrictions, which violation shall be enjoined upon proper legal showing in accordance with the law. The injunctive remedy shall be in addition to, and not exclusive of, the right of any aggrieved party to seek any damages allowed by law.
29. Invalidation of any of these covenants by Judgment of Court shall in no way affect any of the other provision hereby which shall remain in full force and effect.

THUS DONE AND SIGNED in Alexandria, Rapides Parish, Louisiana on this 5th day of April, 2022 in the presence of me, Notary Public, and the undersigned competent witnesses, after a due reading of the whole.


WITNESS Heidi King

WITNESS GEORGE NEWLAND

DURAND BUILDERS, LLC

By: 
John David Durand, Member


HERMAN M. SAVOIE, JR. #01584
NOTARY PUBLIC

