

**DECLARATION OF RESTRICTIONS, COVENANTS AND
SERVITUDES FOR SANDY POINT SUBDIVISION**

STATE OF LOUISIANA
PARISH OF RAPIDES

This Declaration of Restrictions, Covenants and Servitudes for Sandy Point Subdivision ("this Declaration") is made on the date hereinbelow indicated, before me, the undersigned Notary Public, and in the presence of the undersigned witnesses, by:

Saline Lakeshore LLC., a limited liability company organized under the laws of the State of Louisiana, domiciled in Rapides Parish, Louisiana, represented herein by William J. McPherson Jr., being the only member of the said Company, whose mailing address is 2000 Maison Rue, Woodworth, LA 71485, referred to herein as "Developer" who, after being duly sworn by me, Notary, declared;

I

DECLARATION

1.1 Lots: The Developer is the Owner of:

Lots One through Thirty-Five (1-35) of Sandy Point Subdivision, as shown on the official plat of that subdivision prepared by Pan American Engineers on file and of record in Plat Book 31, page 21, records of Avoyelles Parish, Louisiana, referred to interchangeably as Sandy Point Subdivision, or as the "Subdivision".

1.2 Development: The Developer desires to develop Sandy Point Subdivision, into a single family residential community with the intent to create and preserve the values, enhancements, amenities and natural beauty of Sandy Point Subdivision, and to provide for development of Sandy Point Subdivision, in a harmoniously designed and planned development and does, by this Declaration, impose on and subject Sandy Point Subdivision, to the provisions of this Declaration.

1.3 Approval: Each Lot Owner or Leasehold Owner, as defined in Paragraph 3.8 below, hereinafter referred to as "Owner", by accepting a deed or other instrument conveying any interest in any portion of Sandy Point Subdivision, acknowledges that, as the developer of the Subdivision and as the Owner of lots in the Subdivision, as well as other immovable property adjoining the Subdivision, the Developer has a substantial interest in insuring that the improvements within Sandy Point Subdivision, enhance the Developer's reputation as a community developer and do not impair the Developer's ability to market, lease or sell its property. Therefore, each Owner agrees that no construction, erection or installation of improvements on any lot or other work, including clearing, excavation, grading, change of elevation or other site work or exterior alterations of existing improvements shall take place on such Owner's lot

unless and until the Developer or its designee has given its prior written approval to such plans or activity, which approval may be granted or withheld in the reasonable exercise of the discretion of the Developer or its designee. In reviewing and acting upon any request for approval, the Developer shall act solely in the Developer's interest and shall owe no duty to any other person. The Developer's rights under this paragraph shall continue so long as the Developer owns any portion of Sandy Point Subdivision, or any immovable property adjacent to the Subdivision, unless earlier terminated in a written instrument executed and recorded by the developer.

- 1.4 Limitation of Liability: The requirement for written approval as set forth in Paragraph 1.3 above is intended as a mechanism for maintaining and enhancing the overall aesthetic appearance of the Subdivision. This requirement does not create any duty or obligation to or in favor of any person whatsoever, other than to the Developer. The written approval by the Developer is to be made on the basis of maintaining the overall aesthetic development of the Subdivision and shall not bear upon any responsibility by the Developer for insuring: (a) the structural integrity or soundness of any approved construction or modification; (b) the compliance with building codes and other government requirements; (c) that dwellings are of comparable quality, value or size, of similar design, or otherwise acceptable to neighboring property owners; or (d) that no defect exists in any approved construction.
- 1.5 Indemnification: Neither the Developer nor the Developer's designee shall have any liability and shall not be held liable by any Owner, contractor, subcontractor, architect or engineer for soil conditions, drainage, or other general site work, any loss or damage arising out of drainage or other general site work, any defects in plans, any loss or damage arising out of any action, inaction, financial condition or quality of work of any contractor, subcontractor, architect or engineer, whether or not the Developer has given written approval for any activity, or for any injury, damage or loss arising out of the manner or quality or other circumstances of any construction on, or modification to, any lot or the improvements on any lot. Each Owner or Leasehold Owner shall indemnify and hold the Developer or the Developer's designee harmless from any such claim or cause of action arising out of the approval by the Developer of any construction, erection or installation of improvements on such Owner's lot or other work on such lot including clearing, excavation, grading or other site work or exterior alterations of existing improvements.
- 1.6 Restrictions: The Developer declares that Lots 1-35 of Sandy Point Subdivision, shall be held, sold, conveyed, leased, occupied and used subject to the servitudes, restrictions and covenants set forth in this Declaration. The restrictions, covenants and servitudes of this Declaration shall run with and shall inure to the benefit of and be binding upon: (a) each lot in the subdivision; (b) the Developer and its successors and assigns; and (c) all persons hereafter acquiring any right, title or interest in a lot or lots and their respective heirs. The restrictions, covenants and servitudes established by this Declaration shall be building restrictions in accordance with Louisiana Civil Code Article 775, et seq., and predial servitudes, with each lot being a dominant estate and a servient estate in accordance with Louisiana Civil Code Article 646 et seq., or servitudes by destination of the owner under Louisiana Civil

Code Article 741.

II.

RESTRICTIONS

Developer does hereby place or impose the following restrictions, covenants and servitudes upon the said Sandy Point Subdivision, to-wit:

- 2.1 No lot shall be used except for single family residential purposes. No owner shall use, cause to be used or permit to be used any lot for any business, commercial, manufacturing, mercantile, storing, vending or any other non-residential use or purpose. The Developer may maintain a sales office until all lots are sold.
- 2.2 No building shall be erected, altered, placed or allowed to remain on any lot other than:
 - A. One (1) single family dwelling; and,
 - B. Customary garages and other similar buildings which are permanently attached to the ground. No structure of a temporary or movable nature shall be erected, placed or permitted to remain on any lot, except a temporary sales office by the Developer.

This restriction does not prohibit recreational type facilities such as swimming pools, spas, hot tubs, tennis courts and racquet ball courts limited to single family residential use. This section will not prohibit the placing of pre-constructed or portable buildings on any lot as long as such buildings are not used for habitation by persons.

- 2.3 The minimum building size required for homes constructed on Lots 1 through 35 shall be 1,000 square feet.

The minimum building size is defined as the total enclosed heated and air conditioned habitable area of the elevated portion of a dwelling excluding open porches, balconies, garages, carports, storage rooms, basements, unfinished attics, open walkways or atriums.

- 2.4 No building shall be located on any lot nearer than 75' feet from the adjacent front or back lot lines or nearer than 25' from an adjacent lot line, without the written consent of the Developer. Eaves, steps, terraces, patios, swimming pools and walls should be considered a part of the buildings for purpose of determining compliance with this building location requirement.
- 2.5 Roof pitch shall be a minimum of 5 to 12 ratio on any dwelling. This requirement should not apply to storage buildings, or similar structures which are not used for human habitation.
- 2.6 No shiny tin, highly reflective metal or aluminum siding shall be used on any camp structure. Any storage or other out buildings constructed on any lot shall have an

exterior that is similar to the residence itself.

- 2.7 Any boundary, fence or wall shall be constructed on the lot line of the rear and interior lot line.
- 2.8 No motor home, mobile home, trailer, tent, shack, garage, barn or other out building shall be used on any lots as a residence, whether temporarily or permanent. All improvements constructed on any lot within the subdivision shall be of new construction and in no event shall any owner move a pre-constructed building or an existing building or other construction onto any lot other than set forth in Paragraph 2.2 above with the exceptions of temporary RV sites during a construction period of eighteen (18) months from the initial purchase of a lot.
- 2.9 Permanent storage structures may be constructed subject to prior approval of the Developer. No permanent storage structure may exceed 750 square feet.
- 2.10 Guest campers can be allowed on any lot, but only for a maximum of 30 days, in any 60 day period.
- 2.11 No sign of any kind shall be displayed to the public view on any lot except as follows: (A) one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by building contractors to advertise the property during the construction and sales period are permitted; and (B) one sign not to exceed 32 square feet posted by Developer.
- 2.12 No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to neighboring lot owners.
- 2.13 Each owner shall at all times keep and maintain all building and structures in a good state of repair, neat and aesthetically pleasing to the remaining owners of the Subdivision. All paintable surfaces shall be painted and shall not be allowed to deteriorate.
- 2.14 The construction of any improvements on any lot shall be substantially completed within eighteen (18) months after construction has commenced.
- 2.15 The sewage disposal for each lot shall be subject to the rules and regulations of the state and parish authorities having jurisdiction of health and sanitation requirements for Avoyelles Parish, Louisiana. No sewage disposal system shall be permitted on any lot unless it complies with the requirements and standards of all public health authorities.
- 2.16 No oil drilling, development, operations, refining, quarrying or mining operations 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.
- 2.17 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept provided they are not

kept, bred or maintained for commercial purposes. No such animal, livestock or poultry of any kind shall be allowed to roam freely.

- 2.18 No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary conditions and shall be disposed of on at least a weekly basis. No unreasonable or unsightly accumulation of new or used building materials, litter or any other kind of trash shall be permitted upon any lot.
- 2.19 No inoperable vehicle, boat, outboard or other inoperable wheeled conveyance or unlicensed vehicle shall be allowed or permitted to be placed or parked on any lot for a period of more than 72 hours other than in an enclosed garage. No portion of any lot shall be used to store vehicle parts except in an enclosed garage. No on-street parking shall be permitted within the Subdivision.
- 2.20 Each Owner shall take any and all action necessary to prevent soil erosion, including, but not limited to, sodding, planting or construction of necessary bulwarks or improvements to prevent such soil erosion. Each Owner shall be responsible for maintaining and keeping all drainage ditches on such Owner's lot free and clear of any debris, trash, trees, or vegetation which would in any way restrict, obstruct or impede the flow of water through such drainage ditch. Owners shall not remove or trim trees or vegetation below 37 MSL on Saline Lake without Developers express written permission.
- 2.21 Each Owner shall be solely responsible for any geo-technical engineering necessary to ensure adequate construction of foundations and other structural problems. The Developer shall have no responsibility for any damages or claims resulting from foundation failures or other structural problems which may result from soil movement.
- 2.22 Each Owner shall take any and all action necessary to prohibit and to prevent the elevation on any lot from being changed which would in any way affect the surface elevation or drainage of any lot which alters the drainage or imposes more burdensome drainage or runoff upon any other lot in the Subdivision. The natural drain over any lot shall not be altered. Each lot shall be subject to a servitude of drain for all surface waters, including treated effluent, in favor of the remaining lots in the Subdivision which servitude shall be binding upon each Owner of each lot in the Subdivision. Notwithstanding any other provision in this paragraph, nothing shall prevent or prohibit any Owner from changing the elevation or grade of any lot for the purpose of constructing a foundation on such lot.
- 2.23 No lot shall be further divided and all lots shall be sold and conveyed as an entire lot. However, an Owner of a lot may acquire a portion of a contiguous adjoining lot so long as the lot and the portion of the contiguous adjoining lot shall belong to the same person as Owner. In the event an Owner acquires a portion of contiguous adjoining lot, the area of the lot and the portion of the adjoining contiguous lot shall be combined and considered, for purposes of this Declaration, as one lot.

III.

GENERAL PROVISIONS

- 3.1 Each owner, by accepting a deed or any other instrument conveying any interest in any portion of Sandy Point Subdivision, agrees to become a member of the Sandy Point Property Owners Association and to abide by the rules and regulations of said Association.
- 3.2 Each owner, by accepting a deed or any other instrument conveying any interest in any portion of Sandy Point Subdivision, agrees to the establishment of a forty-five (45) foot servitude for road and utilities measured from the centerline of the existing road (either Jumping Bayou Road or Lakeshore Drive), and North on to Lots 1-35. This servitude is predial in nature, burdening each lot as a servient estate, in favor of the Developer's property and the other lot Owners' property, and is for twenty-five (25) feet of roadway and an additional twenty (20) feet adjacent thereto for the construction, installation, erection and maintenance of utilities for the benefit of each and every lot Owner, as well as the Subdivision as a whole. The total servitude area is forty-five (45) feet from the centerline of the road, and adjacent and contiguous to the front lot line of each lot.
- 3.3 Enforcement: Each Owner shall comply strictly with the restrictions, conditions, and covenants provided in this Declaration, as it may be amended from time to time. The failure of any Owner to comply strictly with any restriction, condition or covenant provided in this Declaration shall be grounds for initiating an action to recover any damages due by such violating Owner or for injunctive relief against such violating Owner. The Developer or any aggrieved Owner shall have the right to institute legal action to enforce any breach or violation of a restriction, condition or covenant in this declaration. All costs, including court costs, expert witness fees and reasonable attorney fees, incurred by the Developer or any aggrieved Owner, or both, in enforcing any breach or violation of the conditions of this Declaration shall be paid by the violating Owner. As a condition of the ownership of each lot by a future Owner, it is agreed that any breach or threatened breach of any restriction, covenant or condition of this Declaration may not adequately be compensated by the recovery of monetary damages and that the Developer or any aggrieved Owner, in addition to all other remedies available at law, shall be entitled to the remedy of a prohibitory injunction restraining, prohibiting and preventing any violation or breach or any threatened violation or breach of this Declaration or a mandatory injunction to command the taking of affirmative action by a violating Owner to remedy, correct or cure any violation or threatened violation of this Declaration. No delay, failure or omission on the part of the Developer or any aggrieved Owner in exercising any right or remedy herein provided, shall be construed as an acquiescence thereof as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto and shall not be a bar to the enforcement of such violation.
- 3.4 Subordination to Mortgage: A violation or breach or threatened violation or breach of this Declaration shall not affect nor impair the lien or change any bona fide

mortgage on any lot or the improvements thereon.

- 3.5 Amendments to Declaration: The Developer retains the right to amend, modify or restate this Declaration by an instrument in writing filed and recorded in the records of the office of the Clerk of Court in Avoyelles Parish, without the approval of any Owner or Mortgagee, only with respect to a lot or lots which the Developer has not sold. No amendment of any restriction contained in this Declaration by the Developer, acting without the approval or consent of any other Owner, shall affect the title, ownership, security interest of any mortgagee or the use of any lot previously sold by the Developer. In addition, the Owners of the lots in the Subdivision including the Developer to the extent the Developer owns lots, shall have the right to amend, modify or restate the restrictions and covenants of this Declaration by an instrument in writing filed and recorded in the records of the office of the Clerk of Court in Avoyelles Parish signed by the Owners of all lots, including the Developer. Any such amendment shall only apply to the future use or occupancy of a lot and shall be effective prospectively from the time of and only upon recordation in the records of the office of the Clerk of Court of Avoyelles Parish. Any amendment, modification or restatement which materially affects the security interest of any mortgage must be approved in writing by such mortgagee.
- 3.6 Duration of Restrictions: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall automatically extend for periods of ten (10) years unless an instrument signed by the owners representing a majority of the ownership of the lots is recorded, agreeing to change said covenants in whole or in part.
- 3.7 Severability: Invalidation of any of these covenants by a court of law shall in no way affect the validity of any other provisions, with all other provisions remaining in full force and effect.
- 3.8 Owners: The term "Owner" as used throughout this document refers to and includes all lot Owners and any person who has leased a lot from the Developer, Saline Lakeshore LLC.
- 3.9 Road Maintenance: Each and every lot Owner shall be responsible to Saline Lakeshore, L.L.C. for the sum of \$1,000.00 per year, unless or until directed otherwise by the Developer, Saline Lakeshore, L.L.C., to be paid per calendar year on or before the 31st day of December of each calendar year. In the year purchased, the lot Owner shall owe only a pro-rata share of the \$1,000.00 per year, to be paid on or before the 31st day of December in the year purchased. These payments are for the maintenance and repair of the roadways and access servitudes for the benefit of each lot Owner in the subdivision, and the rights of the Developer to enforce such payments, shall be the same rights and privileges as granted to the Developer in Paragraph 3.3 above, including an action to recover damages, and/or for injunctive relief against such violating Owner. Unless notified otherwise in writing by the Developer, Saline Lakeshore, L.L.C., these payments shall be made by the lot Owner directly to the Developer, Saline Lakeshore, L.L.C. or its

agent or designee, on or before the 31st day of December of each calendar year. Additional assessments may be levied by the Sandy Point Property Owners Association for internal road, drainage or other improvement projects for the subdivision and homeowners association. The Developer has the option of waiving all or any part of the road maintenance fee in any given year.

- 3.10 Road Damage: Each lot Owner shall be responsible to the Developer, Saline Lakeshore, LLC, for any and all damage to the road or access easement, over and above normal and routine wear and tear, as caused by the individual lot Owner, or the Owner's agents, guests, or invitees. Such payment shall be due and payable upon the occurrence of such damage or loss, and the rights of the Developer to enforce the same, shall be the same rights and privileges as granted to the Developer in Paragraph 3.3 above, including an action to recover damages, and/or for injunctive relief against such violating Owner.
- 3.11 Additional Phases: The Developer reserves the right to construct additional phases of Sandy Point Subdivision on adjacent property owned in part or in full by the Developer using similar restrictions. No consent will be required of the Owners of any of the Lots in Sandy Point Subdivision, Phase I, for such additional construction. The Developer may use the name, Sandy Point Subdivision, for additional phases.
- 3.12 Nature of Covenants and Servitudes: The servitudes, restrictions, covenants, charges, liens and conditions set forth in this declaration, shall bind the Owners of all lots, their successors and assigns, and such servitudes, restrictions, covenants, charges, liens and conditions are intended as, and are declared to be, reciprocal predial servitudes established as a charge on each lot of Sandy Point Subdivision, Phase I, or a personal obligation of the Owner of each lot in favor of the Owners of other lots, as the case may be. In particular, the right to use a private drive shown on the plat of Sandy Point Subdivision, Phase I, at Plat Book 31, page 21 of Avoyelles Parish, Louisiana, is a predial servitude of passage and way in favor of each individual lot and lot Owner, and the future phases of Sandy Point Subdivision, as well as the Developer's remaining adjacent and contiguous properties.

SWORN TO AND SUBSCRIBED before me, the undersigned Notary Public, at Alexandria, Louisiana, on this the 9th day of October, 2011, in the presence of the Appearers herein, and the undersigned competent witnesses, after due reading of the whole.

SALINE LAKESHORE, L.L.C.

BY: [Signature]
WILLIAM J. McPHERSON, III,
Sole and Only Member

[Signature]
WITNESS
Print Name: Joe McPherson III

[Signature]
WITNESS
Print Name: Erica Jones

[Signature]
NOTARY PUBLIC
Rapides Parish, LA
Notary I.D. #: _____
Print Name: CHRIS G. SAYBE
NOTARY PUBLIC
RAPIDES PARISH, LOUISIANA
8 BAR ROLL # 11746
My commission expires at death