

### Washington Parish Recording Page

**Johnny D. Crain**  
**Clerk of Court**  
Washington Parish Courthouse  
Franklinton, LA 70438  
(985) 839-4663

**Received From :**  
SANDSTONE LAKE RESORT LLC

**First VENDOR**

SANDSTONE LAKES RESORT LLC

**First VENDEE**

PUBLIC

**Index Type :** Conveyance

**File Number :** 2008-003428

**Type of Document :** Restrictions

**Book :** 648      **Page :** 546

**Recording Pages :** 13

#### Recorded Information

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

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On (Recorded Date) : 05/28/2008

At (Recorded Time) : 1:47:09PM



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CLERK OF COURT  
JOHNNY D. CRAIN  
Parish of Washington  
I certify that this is a true copy of the attached document that was filed for registry and  
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File Number 20-08003428



*Susan M. Felker*

\_\_\_\_\_  
Deputy Clerk

**Return To :**  
SANDSTONE LAKE RESORT LLC  
FRANKLINTON, LA 70438

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**ACT REVISING  
DEED RESTRICTIONS  
AND COVENANTS**

**STATE OF LOUISIANA  
PARISH OF ST. TAMMANY**

**BY: SANDSTONE LAKES RESORT, LLC**

**FOR: SANDSTONE LAKES RESORT, PHASE I, LOTS 1-97**

BEFORE ME, on this 30<sup>th</sup> day of May, 2008, and in the presence of the undersigned competent witnesses personally came and appeared SANDSTONE LAKES RESORT, LLC, represented herein by its duly authorized members by virtue of the provisions of the Articles of Organization, mailing address 52129 Sandstone Blvd., Franklinton, LA 70438, (hereinafter referred to as "Developer");

WHICH DEVELOPER DECLARED, that it is the record owner of a portion of ground located in Sections 8, 17 & 54, Township 4 South, Range 12 East, Washington Parish, Louisiana, consisting of 97 residential lots being Lots 1-97 inclusively known as Sandstone Lakes Resort, Phase I. Said lots are described in accordance with the plat and survey prepared by Barrilleaux & Assoc., Inc., Mark T. Chemay, PLS dated February 11, 2005 as revised thereafter if applicable, hereinafter referred to as the "plat." A full legal description of the residential lots and the location of said lots are shown in accordance with the plan of subdivision of Sandstone Lakes Resort Subdivision, Phase I, filed with the Clerk of Court for Washington Parish, Louisiana in Plat Cabinet #3 as Entry #45.

AND WHICH DEVELOPER DECLARED, that this Act Revising the original Deed Restrictions and Covenants dated February 22, 2005 and recorded at CB 571, folio 585 does hereby supersede and replace the original Deed Restrictions and Covenants referenced above in its entirety effective July 1, 2008.

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

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

**COVENANTS, DEED RESTRICTIONS AND OBLIGATIONS  
FOR SANDSTONE LAKES RESORT PHASE I**

**I. DEFINITIONS**

1. Architectural Committee – Shall mean and refer to Sandstone Lakes Architectural Control Committee authorized and provided for hereinafter (SLACC);
2. Developer – Shall mean Sandstone Lakes Resort, LLC, or its successor by assignment;
3. Lot – Shall mean each of the subdivided parcels of real property designated for residential construction and private ownership in the subdivision, as shown on the recorded plat, and any other lots in future phases of the subdivision if Developer elects to add future phases to these restrictions, as adjacent land owned or hereafter purchased by Developer is developed;

4. Rules and Regulations – Shall mean the Rules and Regulations as may be promulgated by the SLACC from time to time, governing the rules and standards for construction and the procedures for obtaining necessary prior approval for site preparations and construction. Said term shall also apply to rules and regulations adopted and promulgated by the Developer or Association pertaining to the use of and conduct upon Lots and improvements thereon and the common areas and facilities;
5. Association – Shall mean and refer to Sandstone Lakes Property Owners Association, Inc., (or other similar name), a non-profit corporation composed entirely by all of the property owners of the subdivision herein described, and future phases as developed;
6. Directors – Shall be the directors who administer and run the Association, as set out in the Articles of Incorporation therein.

## II. USE OF PROPERTY

1. The residential lots in Phase I, Lots 1-97, are designated and approved for single-family use only. The lots shall be subjected to no other use. Developer may, however, utilize a lot or lots as sales and/or administration offices until all lots in all phases are sold.
2. All improvements on the lots shall be constructed in accordance with the requirements provided herein below and shall thereafter be maintained by the owner in a clean, safe, attractive condition and in good repair.

## III. PROHIBITED ACTIVITIES AND COVENANTS

1. No animals, birds, or fowl shall be kept or maintained on any part of the property except for dogs, cats, and domestic pet birds typically and customarily kept within a residence such as finch, parakeets, canaries, and the like, which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purpose. All pets shall be confined to the owner's lot and accompanied by owner and kept on a leash when off owner's lot. Any pets which are determined to be a nuisance as a result of noise or barking, physical intimidation or threatening behavior in Developer's determination shall be permanently removed from the subdivision.
2. Clotheslines or similar outdoor drying apparatus shall not be located on the subject property and are expressly prohibited.
3. No accumulation, storage or burning of any trash and no accumulation or storage of litter, lumber, scrap metal, building materials, new or used, shall be permitted in open areas of any lot, provided, however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvement located upon any lot if stored in such a manner and for periods deemed reasonable by the SLACC in its discretion.
4. No structure of a temporary character such as a trailer, camper, camp truck, house trailer, mobile home, or other prefabricated trailer, house trailer, or recreational vehicle or other vehicle having once been designed to be moved on wheels, no tents, shacks, barns or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. The only exception shall be construction material storage trailers which the SLACC may in its discretion allow on a lot temporarily while construction proceeds but for strictly limited time periods. Further, no such trailer, camper, camp truck, junk vehicle, recreational vehicle, motorcycle, boat and/or boat trailer shall be kept on any lot or in the street adjoining any lot in the subdivision. Overnight parking of recreational vehicles, related trailers and/or sporting equipment or vehicles shall be only in areas designated by Developer for such purposes. It is provided, however, that this restriction shall not apply to such vehicles, motorcycles, boats and/or trailers, or machinery or equipment related thereto enclosed and kept within a garage or behind a fence or landscaped enclosure such that it is not visible from any other lot or the street, and provided the fence or landscaped enclosure is approved by SLACC as to location, size and materials. No such storage area shall be located in the front yard (the front yard being measured from the front of the house to the front property line) or the side yard of a corner lot

- (the side yard being measured from the side of the house to the side property line adjoining the street right of way).
5. No owner will do or permit to be done any act upon his property which may be, or is, or may become, a nuisance to the other owners or which is unsafe, hazardous or illegal, or in violation of these restrictions.
  6. No trash or junk pile including discarded building materials shall be allowed to be placed or to remain for longer than three (3) days anywhere in the subdivision, including vacant lots.
  7. No changes in the elevations or drainage of the land created by filing or grading, except changes required to meet regulations required by a governmental agency, shall be made on the property without prior approval of the SLACC. Such changes shall in no manner adversely affect any neighboring property.
  8. All antennas must be of the concealed type installed inside attic space or other enclosure, except as SLACC is required to permit under the regulations of the Federal Communications Commission. The location of any outdoor antennas if SLACC is required by law to permit same, must be approved in writing by the SLACC prior to installation. Eighteen (18") inch satellite dishes are allowed only if hidden from sight and installed in a manner and location approved by the SLACC.
  9. Outdoor speakers, radios, public address systems and the like, whether temporary or permanent, are expressly prohibited if same can be heard from adjacent lot areas. Noise emanating from inside a structure shall not be audible outside the structure. All other noise which offends, disturbs or constitutes a nuisance is expressly prohibited.
  10. No work altering the elevation of the property or construction of any kind on the property can be done on the Property except with the advance written approval of the SLACC.
  11. Use of any lakes within the subdivision is limited as follows. Canoes, pirogues, jet skis, watercraft powered by electric motors, pontoon boats/party barges not exceeding twenty (20') feet in length and powered by no more than a 150 horsepower four (4) stroke engine are permitted. Each boat used on any lake must at all times have a current sticker from the Developer or Association which will only be issued to owners who provide proof of ownership and proof of current liability insurance in an amount of at least \$50,000.00. Boat launches may only be used by properly permitted owners for watercraft bearing current stickers. Times of use of the lakes may be limited, particularly as to noisier watercrafts. Owners (or their guest or invitees) who fail to exercise or extend normal courtesies to other boaters or who operate watercraft while drunk, or cause wakes or waves which swamp or endanger other boaters or erode the banks of lots or damage piers are subject to the suspension of their privilege to use the lakes, it being understood that the use of the lakes is a privilege which can be forfeited. Each owner recognizes that the use of the lakes is inherently and potentially dangerous, and releases the Developer and/or any future entity established to own said lakes harmless and indemnifies Developer, its successor and/or assign in connection with any injury or damage to person or property which may occur to owner, owners' guests or invitees, or their property. Lakes in future phases shall not be used by and are strictly off limits to owners and/or their guests. Fishing will be allowed in lakes designated by Developer or its successor by assignment or the Association. The occupants of each boat from which fishing is conducted can keep a total of five (5) fish caught in any 24 hour period. Only bass which measure between the slot of 10-14" may be kept. Others must be released.
  12. No lot may be subdivided except to join the subdivided lot with the two adjacent lots so that the subdivided lot is entirely absorbed into the two adjacent lots and increases the size of the adjacent lots.
  13. No newly constructed house shall be occupied until any yard area disturbed during construction is properly graded and restored to an attractive state and is sodded with grass, or ornamental ground cover or grasses. Yard areas undisturbed by construction may remain undisturbed in their natural state. The owner shall be obligated to maintain the area which comprises the shoulder of the road which lies between his property line and the paved street area.

14. No permanent above ground permanent butane tanks are permitted. Any such tanks shall be buried within the buildings set back lines so that the top of said tank is at least one foot below the ground. Smaller portable tanks such as those used for boiling crawfish or frying turkeys are permitted but must be hidden from view when not in use.
15. No vehicles (including personal passenger vehicles), equipment or automobiles shall be parked on any street overnight.
16. No motor vehicle may be repaired on any street, lot or common area within the subdivision except for emergency repairs made within a reasonable time.
17. No guns of any type (including, but not limited to BB or pellet guns), no firearms, weapons of any kind, no bows and arrows, or other weapons shall be allowed on any street or common area, and none shall be used or discharged anywhere within the subdivision.
18. Any owner who does not construct a residence on the property within five (5) years is obligated at Developer's option to re-convey the property to Developer for the price originally paid, each party to bear its own customary costs.
19. Tenants are permitted to occupy the premises with a lease that has been approved by Sandstone Lakes Property Owner's Association, Inc., which said lease shall include the obligation to abide by these restrictions. Owners' friends and family are permitted to use the premises in reasonable numbers for limited times. Owners are at all times responsible to assure guests and invitees abide by the restrictions and regulations in place for the subdivision.
20. No owner may list property in the subdivision for sale except through a reputable realtor, to assure new purchasers on resales thoroughly understand the concept, operations and restrictions of the subdivision, which are unique.
21. No owner may use pesticides on the property to assure the lakes remain pristine and can support fishlife. Only environmentally friendly fertilizers which break down quickly are permitted.

#### IV. EASEMENT OVER LOTS

The Developer shall have the right to grant reasonable licenses, easements and rights of way for sewer, water, storm drain, telephone, electricity, gas, cable TV, and other utility lines over portions of the lots prior to the sale of the lot to the owner/occupant. Further, there is herein and hereby established a drainage servitude five (5') feet wide along the interior sideline(s), ten (10') feet along the front, and twenty-five (25') feet along the lake boundary of each lot, whether or not depicted upon the recorded subdivision plat, so as to either preserve the natural drainage area or for the purposes of installing either surface swales or subsurface drainage as determined necessary by Developer or SLACC to implement the property drainage, as necessary from time to time, to facilitate drainage of all lots toward the lake which each lot abuts. Fences cannot interfere with drainage. The cost of construction of drainage improvements necessary to implement these servitudes shall be borne by the property owner. Developer has a servitude of access to maintain drainage servitudes once properly constructed.

#### V. MEMBERSHIP IN THE SANDSTONE LAKES PROPERTY OWNERS ASSOCIATION

Any purchaser in this subdivision takes note and acknowledges by purchasing a lot herein that there shall be established a property owners association incorporated as a non-profit corporation, to be known as Sandstone Lakes Property Owners Association, Inc. (or some similar name), the membership of which is comprised of all owners of property located in said subdivision and Developer or its successor by assignment. It is noted that Developer owns and/or may purchase hereafter, surrounding land and reserves the right to add such property, as developed, to these deed restrictions and covenants or similar residential restrictions and covenants, and the purchasers of lots therein will become members of this same association.

One membership, carrying with it the privilege of one vote, shall be assigned for each lot in the subdivision. The vote of each lot may be further divided among the owners of the lot. A person owning one or more lots shall be entitled to vote for each lot owned. Owners of a fractional vote shall be able to cast their fractional vote or may assign their vote to one person who shall be authorized to vote the lot as a whole. In no event shall any one lot have more than one vote. The right of each lot

to cast one vote may not be varied or diluted. However, lot owner voting rights need not be activated until 100% of all lots, including all future phases, have been sold by Developer, or sooner at Developer's option. Developer or its successor by assignment, shall for a period of sixty (60) years ending July 1, 2068, maintain and retain the right to cast votes in the Association equal to the total number of lot owners plus 100 votes. Developer makes it clear by this provision that Developer has the absolute right to maintain control of the Association and to establish mandatory assessments and dues for maintenance of passive common areas and the construction and maintenance of improvements of facilities on the common areas, and for insurance, taxes, management and overhead fees by way of example not exclusively.

While owners are free to live on their lot as their primary residence, it is anticipated that many owners will be absentee owners who will use the property as a vacation or weekend home. Further, the subdivision will contain extraordinary "resort style" amenities requiring management beyond that of normal residential developments. Consequently, it is vital that Developer (or its successor by assignment) be vested with the authority to control the Association to establish assessments and dues to assure proper operation of the subdivision and construction and upkeep of the common area facilities and amenities. Developer shall specifically be allowed to assess for management and overhead expenses. Persons who will not accept the fact that Developer or its successor by assignment will control the Association should not purchase a lot in the subdivision. Each owner who purchases a lot in the subdivision waives, releases and relinquishes any and all right to dispute or contest Developer's (or its successor by assignment) right to control the Association for the period stated. Should any suit be filed by any owner(s) to attempt to terminate said controlling voting rights, the said owner(s) shall be liable for any and all costs and fees, including attorney's fees, incurred by Developer (or its successor by assignment) in defending same and owner(s) confesses judgment as to said amounts and consents to said liability.

Developer is under no obligation to convey common areas and/or amenities to the Association by may elect, at Developer's (or its successor by assignment) option, to execute a management contract, a sale, a lease, or rent of lands (CC Art. 2779, et seq.) of some or all of said common property and/or amenities, at a future time. At that time it is specifically understood that Developer (or its successor by assignment) shall be authorized to act as the controlling voting authority within the Association to authorize and execute any such contracts on behalf of the Association, and by purchasing a lot in the subdivision, each owner by purchasing a lot herein, waives any claim of conflict of interest in that regard.

This Association shall be responsible for implementation and enforcement of the provisions of these restrictions and covenants.

## VI. ARCHITECTURAL CONTROL AND CONSTRUCTION

1. Architectural Control. No structure shall be erected on any lot or elsewhere on the property by any person, firm or corporation without prior approval of the Architectural Committee. For purposes of this section, the word "structure" shall be construed most broadly and shall include but not be limited to buildings, tennis courts, swimming pools, boat docks, bulkheads and/or piers (constructed within the Developer owned lake), fences, sheds, walls, porches, signs, towers, driveways, walks, television antennae and other receptive devices, storage facilities, all outdoor lighting and any other thing erected or placed on any part of the Property. For purposes of this section, any addition to a present structure shall be considered a structure and shall require architectural approval. There may be a \$1,000.00 deposit fee charged to submit new construction plans, and a lesser fee for renovation, additions or minor construction such as fences or pools, for approval of and to assure compliance with the implementation of the plans presented and the restrictions and covenants herein. Of the new construction deposit fee, \$800.00 will be returned after completion of construction in compliance with the approved plans. In addition to the matters otherwise provided herein, architectural control shall include the approval of a structure's size, structural and exterior construction materials, exterior appearance and location on the lot. The architectural control committee has the authority to disapprove structures which it deems not to coincide with the aesthetics of the subdivision or which it deems to be too repetitive within the subdivision, in its sole

discretion and owners accept this fact. The architectural control committee shall be composed of five (5) persons appointed by Developer and shall be known as the Sandstone Lakes Architectural Control Committee (SLACC). All matters not approved by a vote of three (3) members are denied.

2. Commencement and period of construction. Construction must commence as soon as practicable after, but in no event more than six (6) months after obtaining the approval of the SLACC, unless the committee grants an extension. Construction must be substantially completed within twelve (12) months from the commencement of work. All necessary building and related permits must be obtained prior to commencement of construction, and all construction must be performed in accordance with any regulations promulgated by the SLACC from time to time, and applicable building codes, and in accordance with the plans and specifications submitted to and approved by the SLACC. Any change in plans and specifications during construction from those approved by the SLACC shall be resubmitted for specific approval.
3. Disclaimer. Review of plans and specifications by the SLACC is for the purpose of assuring compliance herewith and the desired aesthetics for the subdivision and the proposed construction on the property affected by these restrictions and is not intended nor shall it be construed to be any warranty of the quality of the plans or construction. No party who submits plans and specifications shall have any right or cause of action against the SLACC for the alleged negligent or intentional failure to advise of any deficiencies or defects therein, it being understood that same is not being monitored, no such duty is owed, and purchasers of lots waive such rights.
4. Sign Control. No sign shall be placed on a lot or on the exterior of any building constructed on a lot without prior approval of the SLACC, except a sign offering a lot or lots for sale. Such for sale signs may not exceed four (4') feet square. However, a larger sign may be erected by the Developer at a location approved by the SLACC. This section does not affect signs announcing the name of the subdivision, which shall be of such size and at such location as the Developer determines appropriate.
5. So long as the Developer retains voting control in the Association, the Developer has the right to appoint all five (5) members to the architectural control committee. This provision may not be amended except by Developer.
6. Authority to Grant Variances. The SLACC shall have the exclusive power and authority to grant variances from the strict application of any of these covenants provided that such variances shall not subvert the purpose and principal thereof. The grant of a variance should be based upon the SLACC's opinion that the variance will improve the quality and/or appearance of the project or will alleviate practical difficulties or undue hardship. Such variances as may be presented to the SLACC shall be considered on an individual, case by case basis, and shall not be deemed to set any precedent for future decisions by SLACC. Nor shall the grant of a variance in any manner alter the force or effect of the restrictions with regard to other lots. Variances required by law to be granted by the Parish's Board of Adjustments or similar board(s) must also be sought directly from said board(s).

## VII. MEMBERS' RIGHT OF ENJOYMENT

Subject to the provisions of these restrictions, and any regulations established by the SLACC or the Association, every member shall have a right to use and enjoy the property or lot acquired and owned by the said member as the legal owner thereof, subject to the provisions of and restrictions contained in these restrictions and covenants, including but not necessarily exclusively:

- (a) The right of the Association to take such legal action as might be prudent and necessary to enforce the restrictions herein, including legal action through an attorney employed by the Association if deemed appropriate, and the right to maintain the common areas and amenities and to incur debt and to mortgage any common areas or amenities which might hereafter be acquired in order to construct amenities or to maintain or improve same and to charge same as a cost to the owners included within dues or assessments

- (b) The right of the Association to take such steps as are reasonably necessary to protect the property values in the said subdivision and to prevent unsightly accumulations and the like from remaining on the property of any member in violation of these restrictions
- (c) The right of the Association to suspend the voting rights of any owner and the right of any owner to use the common areas and/or amenities for any period during which any assessment made by the Association remains unpaid or for and during the existence of an infraction of any of the published rules and regulations of the Association
- (d) The right of the Association through its Board of Directors or Developer (or prior to activation of the members' voting rights in the Association) to establish reasonable rules and regulations in order to implement the intents and purposes of these restrictions and covenants regarding the use of lots, dwellings and any common areas or facilities and amenities. Copies of such rules and regulations and any amendments thereto shall be furnished by the Association or Developer to all owners prior to the effective date. Such rules and regulations shall be binding upon the owners, their families, guests, invitees, servants and agents.

#### VIII. ANNUAL ASSESSMENTS, CARRYING CHARGES AND INDEMNITY

1. Except for lots owned by Developer and members of the original Development Company which are exempted from assessments in consideration of management duties fulfilled by Developer, each person, group of persons, corporation, limited liability company, partnership, trust or other legal entity, or any combination thereof, who become a record owner of a lot, whether or not it shall be expressed in the act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, an annual sum also sometimes referred to as "dues," "assessments," or "carrying charges," equal to the member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, to meet its annual expenses. It is specifically agreed that dues will be determined originally by the Developer and thereafter by the Board of Directors elected by the Association controlled by the Developer as set out herein and in the Articles of Incorporation and By-Laws of the Association. Developer establishes the initial annual dues/assessment at \$660.00 per lot per year. Owners specifically understand and owners consent, contract and agree, by purchasing a lot in the subdivision, that annual dues may be increased by the Developer or the Association and that special assessments may be levied by the Developer or the Association. Dues increases will be limited to 5% over the preceding year. Unanimous consent to increase annual dues and levy special assessments is specifically not required. Dues shall include expenses related to, but not limited to, the following:
  - (a) The cost of all insurance, operating, maintenance and repair expenses, expenses for services rendered and reserves as authorized and approved by the Developer or Association through the Board of Directors, for the common areas and amenities, and facilities and services furnished;
  - (b) The cost of management and administration by Developer or those employed by Developer, including overhead expenses;
  - (c) The cost of any security guard services, garbage collection, or other services;
  - (d) The cost of constructing, landscaping, maintaining, operating and insuring the common and/or recreational amenities and any other common areas, facilities and amenities and payment of all taxes, insurances and assessments made thereon. It is specifically noted and agreed that all streets, drainage easements, infrastructure as well as all common facilities, area of improvements or amenities constructed by Developer shall be deemed completed in a satisfactory and workmanlike manner in accordance with local standards and Developer shall have no further responsibility or liability to any owner than to meet any applicable Washington Parish building and completion standards; and



- (e) Reserves or contingencies for general operations, repairs or replacements, legal or other professional services necessary in managing the subdivision, and court costs necessary to assure and force compliance with the restrictions.
2. **Determination of Regular Assessment.** The Developer either directly or as the controlling voter in the Association shall determine the amount of assessment annually, but may do so at more frequent intervals should circumstances require. The annual assessment may be levied and collected in advance on a monthly, quarterly, semi-annual or annual basis, and pre-payment may be made without penalty. Notices of assessments adopted shall be mailed to all property owners, but the failure to do so shall not nullify the assessment, same still being due and owing, but any member not notified shall not be subject to any penalty for failure to pay any assessment he has not been notified of. Each lot owner shall pay the proportionate share of the annual assessment. Developer is specifically authorized to set and approve annual assessments based upon actual or reasonably anticipated costs including management and overhead and bill for and collect same.
3. **Special Assessments.** In addition to the annual assessments, the Developer either directly or as the controlling voter in the Association shall have the right to levy special assessments deemed necessary and appropriate.
4. **Failure to Comply With Provisions of Restrictions.** Should any property owner fail to properly maintain its property, grounds and/or facilities, or in any manner allow its property to become detrimental to the aesthetic scheme of the subdivision, or violate these restrictions in any manner, then the Developer, either directly or as the controlling voter in the Association, its agents, employees, and/or contractors shall have the right to enter upon the property in order to take such corrective actions as will remedy or alleviate the situation. In this instance:
- i) Such an entry by the Developer or the Association, its agents, employees, and/or contractors upon the property shall not be deemed to be a trespass.;
  - ii) Prior to entry upon the property, the Association shall give written notice to the property owner, by certified mail, that failure of the owner to remedy the deficiencies complained of within five (5) days of receipt of demand may result in the entry upon the property to remedy the situations complained of.;
  - iii) The property owner shall be assessed for the full costs of such work performed to assure compliance with these restrictions and covenants.;
  - iv) Should the property owner fail to assume his responsibility with regard to grounds and/or facility maintenance or to take the action required in order to assure compliance with these restrictions within five (5) days of receipt of the certified demand letter, then the Association shall have the authority to issue a penalty in the amount of \$100.00 monthly in addition to the actual costs to maintain the grounds and/or building in good condition and/or to assure compliance with these restrictions.
5. **Non-payment of Assessments.** Any assessment levied pursuant to this act or any installment thereof which is not paid within 15 days after it is due shall be delinquent and shall bear interest at the rate of 12% per annum and may also subject the member to pay such other penalty or late charge as the Developer or Association may fix not to exceed 25% of the amount due.

The Association may post a list of members who are delinquent in the payment of any assessment or other fees which may be due in a prominent location within the subdivision

6. **Enforcement of Assessments and Restrictions.** Any assessment authorized hereunder shall be a debt obligation of the lot and the owner(s) of the lot against which it is levied. In the event of non-payment of an assessment within 15 days as provided above, a lien affidavit setting forth the amount due shall be filed against the lot and the owner thereof, as is authorized by and provided for in La. R.S. 9:1145, et seq. The Developer as the controlling voter in the Association and in the name of the Association is further authorized to file suit in its own name in any court of competent jurisdiction to perfect said lien and collect said assessment, late charges and other penalties, by foreclosure or otherwise, as well as to enforce any other provision of these restrictions. The part cast in judgment shall pay all reasonable legal fees and court costs. No owner may waive or escape liability for assessments by non-use of common areas or amenities or abandonment of the property, nor will any owner be entitled to any reduction of dues based upon loss of use during necessary repairs to common areas or amenities.
7. **Assessment Certificates.** The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act, or to any other party at legitimate interest such as a mortgage lender holding or intending to acquire a security interest in the property, a certificate in writing signed by an officer of the Association, setting forth the status of the assessment(s), i.e., whether paid or unpaid. Such certificate shall be presumptive evidence of the payment of any assessment therein stated to have been paid. A reasonable fee may be levied in advance by the Association for each certificate so delivered, to be paid by the requesting party.
8. **Acceleration of Installments.** Upon default in the payment of any one or more period of installments of any assessment levied pursuant to this act, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Association and declared to be due and payable in full.
9. **Additional Default.** Any recorded first mortgage secured by a lot in the subdivision may provide that any default by the mortgagor in the payment of any assessment levied pursuant to this act, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision shall not affect the validity of such mortgage or the indebtedness secured thereby.
10. **Limitation of Liability.** Neither the Developer nor the Association nor any of their members shall be liable for any failure of any services contracted for, nor for any injury or damage to person or property as a result of any action, omission or condition which transpires or exists on any common areas, facilities or amenities. Further, neither the Developer nor the Association nor any of their members shall be liable to any owner or their guest or invitee for any loss or damage to person or property on any common areas, facilities or amenities, and each owner by purchasing a lot herein or any future phases, indemnifies and holds Developer harmless in connection therewith.

#### IX. NECESSARY VOTE OF ASSOCIATION MEMBERS

Any action of the Association which is required to be voted on shall be deemed approved and authorized by a vote of 51% of the members, including Developer, either by meeting or written vote of the necessary majority.

#### X. NOTICE OF MEETINGS

Notice of any meetings of the Association shall be in writing and directed to all property owners of record as of the date of the notice, which notice shall be sent a least ten (10) days prior to the date of the meeting setting forth the date, time and place thereof and the matters to be

considered. A vote of 51% of the votes of all owners and Developer, whether in attendance or not, is required to approve actions and shall bind all members present or not.

#### XI. SPECIAL PROVISIONS

1. **Approval of Plans.** The owner/builder shall submit two (2) sets of plans to the Developer at the office of Sandstone Lakes Resort, LLC, 52129 Sandstone Blvd., Franklinton, LA 70438, or such other place as Developer may designate. 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 Developer's records. As previously stated a fee will be charged for the review and approval process, and for inspections to be done to assure compliance with and implementation of the plans and specifications.
2. **Approval of Site Plan.** The owner/builder shall also submit a site plan showing the building size, slab or finished floor elevation, setback lines, driveway location, any other paving, fences and culverts to scale, and any other constructions to the office of Developer.
3. **Dwelling Size.** No dwelling shall be constructed on any lot having less than fourteen hundred (1400) square feet of living area (heated and cooled), this being exclusive of open porches and garages. Each residence will have at least a two car garage and must be located no closer to the street than the front of the house. The SLACC may require screening or opaque landscaping along the side of any carport facing the street, as it deems appropriate.
4. **Building Location – Culverts – Elevations**
  - (a) The front, rear and side yard requirements which shall apply to all lots in the subdivision, are 35 feet front yard, 75 feet rear yard calculated from the waters edge (except boat docks) and 10 feet on each side line. No construction of tennis courts or swimming pools is permitted closer to the street than the front of the house. Any and all greenbelts, servitudes, and the like as shown on the plat are adopted and incorporated and construction of any nature which interferes with any servitude or greenbelt is prohibited. These yard requirements apply to both the primary living structure and accessory buildings. The architectural style, proportions and materials of any accessory building should match or be compatible with that of the primary structure. SLACC may grant set back variances for accessory buildings or structures in its discretion.
  - (b) All driveways and aprons and off street parking areas must be approved as to location and materials by the SLACC. All driveways must have a culvert approved in size by the SLACC. Paved driveways are encouraged. If crushed limestone or a similar material is used, concrete curbs deemed sufficient in height by the SLACC must edge the entire driveway to retain said materials and prevent spreading to yard areas where the materials become projectiles during lawn/yard maintenance. If paved, each driveway must have two (2) expansion joints, one on either side of the culvert. Developer reserves the right in its discretion to designate an engineer to inspect and assure proper culvert size and elevation and a subcontractor to install the culvert to proper elevation at property owner's expense. If the builder or owner does not properly install the culvert, he will be notified by the Developer or the SLACC and failure to correct same within 15 days of notice will result in the Developer or the SLACC correcting same and the assessment of this cost to the lot owner and/or builder.
  - (c) The placement of driveways on lots must be approved by the SLACC to assure that there are no entrances or exits of driveways which interfere with traffic flow at intersections and to assure that aesthetics of the overall subdivision are preserved. No driveway shall be permitted to be built any closer to any property line than two (2') feet.
  - (d) Any owner who owns two or more adjacent lots may construct a building across the common side line of the lots, subject to compliance with all other setback requirements. There can never be more than one dwelling on

any such combined lots which shall thereafter be considered combined for building, assessment and voting purposes into one lot without formal re-subdivision..

- (e) Construction of any nature, except fences that do not interfere with the use of the servitude, is prohibited in any utility or drainage easements. Driveways, naturally are a further exception, and may cross servitude to join the street.
  - (f) The minimum elevation for the lowest floor of all residences shall be determined from the latest FEMA Flood Insurance Rate Maps, as obtained from the Parish Engineering Department or a licensed surveyor.
  - (g) The SLACC will require that all piers on raised houses be faced at least on the street, and at the discretion of the SLACC, other side(s) with a material which is compatible with the building materials of the residence, and that lattice or other acceptable materials be used to close/skirt in the open area between the piers, at least facing the street, and at the discretion of the SLACC on other sides as deemed appropriate.
5. Fences. Only white picket vinyl fencing, maximum five (5') feet high is permitted for the perimeter fencing. Privacy fences approved as to location and materials by the SLACC and within 25 feet of the rear of the house may be six (6') feet in height. All fences must be approved prior to construction by the SLACC for both placement and materials. No fence shall extend beyond the front of the house into the front yard area, it being the intention that only rear yards be fenced and then only to a distance of 75' from the waters edge. Swimming pools must be completely fenced and secured at all times.

## XII. GENERAL PROVISIONS

1. Term. Each provision of this act shall continue and remain in full force and effect for a period of sixty (60) years and thereafter shall be automatically extended for successive periods of ten (10) years each unless within one (1) year prior to the expiration of any expiration period, this act is terminated by recorded instrument signed by the Developer and the owners of not less than 51% of the lots of record as of the date of the instrument of termination.
2. Amendment or Repeal. Any provisions contained in this act may be amended or repealed, even if the amendment is more burdensome, by the recordation of a written instrument specifying the amendment, or the repeal, of any portion or all of these restrictions executed and certified by the Board of Directors to have been approved by the owners of 75% of the lot owners of record as of the date of the instrument(s), and also executed by the Developer. The foregoing notwithstanding, during such time as the Developer is the owner of at least one lot in this phase or any later phase which Developer adds to the provisions of these restrictions, Developer has the authority acting alone to amend the restrictions to the extent deemed necessary and advisable for its legitimate business purpose or to address unforeseen problems and this provision cannot be amended without Developer's written consent. Any person or entity purchasing a lot in this subdivision specifically and contractually consents to these provisions pertaining to amendments and repeal and relinquishes any right to contest or refuse to comply with any amendment, even those creating restrictions more burdensome or restrictive than initially set out herein, provided the amendment(s) are adopted as set out hereinabove.
3. Effect of Provisions of Act. By filing these restrictions before the sale of any lot in this subdivision, each provision of this act shall be deemed to have been contractually agreed to by all lot owners who purchase a lot herein and deemed incorporated into

each deed or other instrument by which any right, title or interest in any of the property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

- 4. Severability. Invalidity or unenforceability of any provision in this act shall not affect the validity or enforceability of any other provision of any valid and enforceable part of this act.
- 5. Captions. Captions and headings herein are for convenience only and are not to be considered substantively.
- 6. No Waiver. Failure to enforce any of the provisions of this act shall not operate as a waiver of any such provision or any other provision of this act.

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

WITNESSES:

SANDSTONE LAKES RESORT, LLC

*Rachel Slipp*  
 Rachel Slipp

*Thomas DiLuca*  
 By: TRD Properties, LLC, Member  
 By: Thomas R. DiLuca, Member

*Sharon Harris*  
 SHARON BARROIS

*Sheryl S. Harris*  
 By: RAH Associates, Inc., Member  
 By: Sheryl S. Harris, President

*David J. Terese*  
 By: T.G.I. Builders, Inc, Member  
 By: David J. Terese, President

*John T. Barry*  
 By: Velvet Pines Developers, LLC, Member  
 By: John T. Barry, Member

*Michelle L. Barrois*  
 Michelle L. Barrois  
 Notary Public (ID #42134)  
 My Commission is for Life