

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR**  
**SANDY CREEK SUBDIVISION, FOURTH FILING**  
**LOCATED IN ZACHARY, LA**

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE  
CITY OF ZACHARY

BE IT KNOWN, that on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned notary, and in the presence of the undersigned competent witnesses, personally came and appeared:

**ROLLINS ROAD, L.L.C.**, a limited liability company organized and existing under the laws of the State of Louisiana, with Articles of Organization recorded and on file with the Secretary of State of Louisiana, duly represented herein by its authorized agent, hereinafter referred to as “Developer”; and

**SANDY CREEK PROPERTY OWNERS ASSOCIATION, INC.**, a Louisiana corporation domiciled in the Parish of East Baton Rouge, Louisiana, duly represented herein by its authorized agent, hereinafter referred to as “the Association”,

who did dispose and say that the Developer is the owner of the following real property, to wit:

Lots 89 through 137, inclusive of Sandy Creek Subdivision, Fourth Filing, located in the City of Zachary, Parish of East Baton Rouge, Louisiana, being the subdivision of a portion of Lot 3-A of a 415.283-Acre Tract (Formerly East Hills, Inc.) and located in Section 72, T4S-R1W, Greensburg Land District, East Baton Rouge Parish, Louisiana, as shown on a map prepared by Sigma Consulting Group, Inc., dated July 13, 2006, entitled “Final Plat of Sandy Creek Subdivision, Fourth Filing” recorded in the official records of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana (the “Property”). By this act (“these restrictions”), the Developer imposes upon the Property the obligations, covenants, restrictions, servitudes and conditions hereinafter set forth.

**1. DEFINITIONS**

- 1.1 **Association.** The term “the Association” as used in these restrictions shall mean and refer to Sandy Creek Property Owners Association, Inc.
- 1.2 **Committee.** The term “the Committee” as used in these restrictions shall mean and refer to the Architectural Control Committee of Lots 89 through 137 of Sandy Creek Subdivision, Fourth Filing.

- 1.3 **Common Properties.** The term “Common Properties” as used in these restrictions shall mean and refer to any common properties so designated on the final plat of Sandy Creek Subdivision, First Filing, or any subsequent filings of Sandy Creek Subdivision.
- 1.4 **Lot.** The term “Lot” as used in these restrictions shall mean and refer to any of Lots 89 through 137, Sandy Creek Subdivision, Fourth Filing, as shown on the Final Plat of the Property.
- 1.5 **Owner.** The term “Owner” as used in these restrictions shall mean and refer to the record owner, whether one or more persons or entities, of the simple title to any Lot, including the Developer. Any person or entity having an interest in any Lot merely as security for the performance of an obligation shall not be an Owner until such time as the interest holder acquires title by foreclosure or any proceeding or act in lieu of foreclosure.

## 2. PURPOSE, NATURE AND EXTENT OF THESE RESTRICTIONS

- 2.1 **Purpose.** The purpose of these restrictions 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 obligations, covenants, restrictions, servitudes and conditions herein set forth, including without limitation the assessment and penalty provisions, to insure the best use and most appropriate development and improvements of each Lot; to protect the Owners against such improper use of surrounding Lots 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 ensure the highest and best development of the property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on Lots; to prevent haphazard and inharmonious improvements of Lots; to secure and maintain building setback lines; and in general to provide adequately for quality improvements of the Property and thereby enhance the values of investments made by the Developer and the Owners.
- 2.2 **Nature and Extent.** All obligations, covenants, restrictions, servitudes and conditions of these restrictions, including without limitation, the penalty provisions, are intended as and are declared to be reciprocal, predial (landed) servitudes and real obligations established as a charge on each Lot and incidental to ownership thereof and are for the benefit of each Owner and the obligation to honor and abide by each obligation, covenant, restriction, servitude and condition shall be also the personal obligation of the Owner of a Lot in favor of the Owners of other Lots. The Property and all portions thereof hereinafter shall be conveyed, transferred and sold by any Owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens and charges hereinafter set out, all of which are imposed upon the Property and all of which shall run with the land. It is the intent and purpose of these restrictions to set forth a general plan governing building

standards, specified uses and improvements and certain of the provisions herein contained are intended to prohibit and inhibit the free use and development of the Property. Some provisions hereof are couched in general terms, including, without limitation, those dealing with approval by the Committee of proposed plans for improvements to particular Lots. The criteria for approval by the Committee is intended to be subjective and not objective and all criteria for approval or disapproval of proposed building plans cannot be determined in advance of presentment. Accordingly, each Owner of a Lot by recordation of an act transferring title of a Lot to said Owner, whether or not it shall be expressed in said act, does recognize and agree that these restrictions are intended to and do restrict, inhibit and prohibit free use and development of the Property and the Lots and each Owner shall be deemed to have agreed to be bound by these restrictions including, without limitation, those which may be deemed or determined to be vague or indefinite.

### 3. THE ASSOCIATION

- 3.1 **Formation and Purpose.** For the efficient preservation of the values and amenities in the Property, the Developer does hereby delegate and assign the powers of administering and enforcing the obligations, covenants, restrictions, servitudes and conditions contained in these restrictions and for collecting and disbursing the assessments and fines created by these restrictions to the Association. The membership, voting rights, powers and duties of the Association shall be more fully set forth in the Articles of Incorporation of the Association and any By-Laws of the Association, as they may from time to time be amended. The Association appears herein through its duly authorized officer, and does hereby accept the rights, powers, obligations and duties herein set forth for the Association and the transfer of title to any present and future Common Properties on the terms and conditions set forth herein.
- 3.2 **Membership.** Every Owner, including the Developer, shall be a member of the Association.
- 3.3 **Voting Rights.** The Association shall have only one class of membership. Owners shall be entitled to one vote for each lot in which they hold the interest required to be an Owner. When more than one person is the Owner of a Lot, all such persons shall be Members of the Association and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. An Owner, including the Developer, owning more than one Lot shall be entitled to one vote for each Lot owned.

### 4. ARCHITECTURAL CONTROL COMMITTEE

- 4.1 **Formation and Purpose.** To initially carry out the general plan of development and improvement of the Property, to implement the plan of subdivision for the Property and to maintain a high standard of construction and appearance for the benefit of the Owners

of Lots, the Developer does hereby establish and designate the Committee to perform the duties set forth below.

- 4.2 **Committee Membership.** The Committee shall consist of three (3) members who shall be elected annually, when and how decided by the Owners by an affirmative vote of majority of all the Owners. However, until one hundred percent (100%) of the Lots subject to these restrictions have been built, completed and transferred to Owners who will occupy the homes as their principal residences (unless the initial Committee previously resigns without designation of a designee or successor), the Committee members shall be Risdon S. Wood, Jody Lynn Boyd and Cloyce Wheeler. The Committee's mailing address is 1016 Hunters Run Avenue, Zachary, Louisiana 70791. Any of the initial members of the Committee may voluntarily resign and appoint their successors at any time they may choose.
- 4.3 **Submission of Plans.** Prior to the commencement of any work on a Lot, including any grading or clearing (other than weed or trash removal), the Owner of a Lot shall submit to the Committee a set of plans and specifications for the construction or remodeling of all residences, garages, buildings, fences and walls, swimming pools, greenhouses, and other significant improvements which must conform in all respects to these restrictions and must show the proposed location of each improvement. No work may commence on any Lot until the approval of such plans has been given by the Committee. No construction may proceed except in accordance with submitted plans as approved. No building on any Lot may become or continue to be occupied while there exists on such Lot any construction or activity not in accordance with these restrictions. Such plans shall be considered as submitted for approval only when they have been delivered to the Chairman of the Committee or to all other Committee members. The following must be submitted:
- (a) A copy of the plans or drawings and specifications which must show all exterior materials, finishes and designs, together with brick specifications (color and size), roof specifications (color and style) and all exterior surface and trim colors;
  - (b) A plan showing the location of all improvements and designating any trees which the Owner proposes to remove;
  - (c) A floor plan showing the square footage of the heated and cooled area and the total square footage of the building;
  - (d) At its sole discretion, the Committee may require the Owner of a Lot to deposit with the Committee a \$200.00 deposit to ensure that proper cleanup of debris and building materials has been conducted on the subject Lot and on those adjoining the same, including the Common Properties.

Other proposals to be brought before the Committee shall be submitted in writing and in detail. Plans and other proposals may be retained in the files of the Committee for a period of five (5) years from the date of submission.

- 4.4 **Review of Plans.** The Committee's approval or disapproval of the plans or proposals shall be by majority vote and shall be in writing. The Committee may issue its written approval or disapproval of such plans or proposals submitted to it any time within thirty (30) days after submission. Failure of the Committee to act upon properly submitted plans or proposals within thirty (30) days of submission shall constitute approval thereof.
- 4.5 **Duration of Approval.** In the event work pursuant to approved plans or proposals is not commenced within one (1) year of the date the plans or proposals are approved (or deemed approved), continued with reasonable diligence and completed within one year from commencement, then the approval of such plans or proposals shall expire and, prior to commencement or continuation of any further work, the Owner shall submit to the Committee a current set of plans and specifications for approval pursuant to these restrictions.
- 4.6 **Standards for Review.** In approving or disapproving such plans, the Committee shall require new construction and repair or remodeling to be consistent with these restrictions. The Committee shall also require the exterior design and color of all construction, repair and remodeling of all residences, fences and walls, and other improvements to be in harmony with the exterior design and color of those existing on the Property to the extent that such existing construction, repair and remodeling do not to any extent detract from the value of the Property or any Lot. The decisions of the Committee shall be in their sole discretion and shall be final, binding and nonappealable.
- 4.7 **Variances.** The Committee, at its discretion, has the right to approve any waivers, variances or deviations from these restrictions that it deems appropriate including the reduction of the required square footage not to exceed ten percent. Any plans on which waivers, variances or deviations are approved must be signed by all members of the Committee.
- 4.8 **Indemnification.** Each member of the Committee shall be indemnified by the Owners of Lots against all liabilities and expenses, including attorney's fees reasonably incurred or imposed on him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a member of the Committee at the time such expenses are incurred, unless the member of the Committee is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties. The above-described right of indemnification shall not be exclusive of all other rights to which such member of the Committee may be entitled but shall be in addition to such other rights.

## 5. COMMON TASKS

- 5.1 **Dedication and Transfer of Title.** In consideration for the acceptance of the duties and obligations of the Association, which the Association does hereby accept by execution of these restrictions, the Developer does hereby transfer, convey and deliver, without any warranty whatsoever (including warranty of title) but with full subrogation to all rights and actions of warranty the Developer may have, unto the Association, the Common Properties, to have and to hold the Common Properties in full ownership forever, provided, however, that the Developer specifically reserves all mineral rights, but no drilling or other operations shall be conducted on the surface of the Common Properties.
- 5.2 **Owner's Servitude of Enjoyment.** Every Owner of a Lot shall have a right and servitude of enjoyment in and to the Common Properties owned now, or in the future, by the Association and such servitude shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
- (a) The right of the Association, in accordance with the Articles of Incorporation and By-Laws of the Association, to borrow money for the purpose of improving and/or maintaining the Common Properties and in aid thereof to mortgage the Common Properties or any portion thereof;
  - (b) The right of the Association to publish and enforce rules governing the use of the Common Properties;
  - (c) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties from and against foreclosure;
  - (d) The right of the Association to set and charge reasonable fees for the maintenance of the Common Properties; and
  - (e) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners, provided that no such dedication or transfer, determination as to purposes or as to conditions thereof, shall be effective unless an instrument assigned by the Owners entitled to cast two-thirds (2/3) of the votes of the Association has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Owner at least ninety (90) days in advance of the action taken.

## 6. MAINTENANCE ASSESSMENTS

- 6.1 **Creation of Assessment.** Each Owner of a Lot, by recordation of any act transferring title of a Lot to said Owner, whether or not it shall be so expressed in any such act, shall

be deemed to covenant and agree to pay the Association: (a) annual assessments or charges, and (b) special assessments for capital improvements and/or maintenance costs, such assessments to be fixed, established and collected from time to time as hereinafter provided. The obligation to pay each such assessment, together with the interest thereon and collection thereof as hereinafter provided, shall be both a real obligation associated with each Lot and also a personal obligation of the Owner of such Lot at the time when the assessment fell due.

- 6.2 **Purpose and Assessment.** Any proceeds from assessments levied by the Association shall be used exclusively for the purposes of fulfilling obligations of the Association and promoting the recreation, health, safety and welfare of the residents of the Property and to provide services and facilities devoted to such purposes and related to the use and enjoyment of the Common Properties. Assessment proceeds shall be used by the Association to pay taxes and insurance on the Common Properties and for maintenance, repairs and additions to, and replacement of the Common Properties and improvements located hereon or used in connection therewith, including, without limitation, keeping the medians and Common Properties mowed and free of litter and debris, maintaining the entrance to the subdivision, maintaining the subdivision sign, maintaining the landscaping located in the medians of Sandy Creek, and for the costs of services, labor, equipment, materials, postage, management and supervision incurred in connection with the Common Properties and any private servitudes of access set forth herein and in any way connected with the fulfillment of the purposes set forth above.
- 6.3 **Basis and Maximum of Annual Assessments.** For the year beginning January 1, 2006, the annual assessment shall be \$75.00 per Lot. From and after January 1, 2007, the annual assessment may be increased by the Association but such increased annual assessment shall not exceed \$200.00 per Lot, unless approved by a vote of the Owners. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, set the amount of the annual assessment for any year at a lesser amount. However, the Developer shall not be bound to pay any assessments.
- 6.4 **Special Assessments.** In addition to the annual assessments authorized by 6.3 hereof, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of a designated portion of the Common Properties or for the fulfillment of any other obligation incurred by the Association. Any such assessment shall have the approval of two-thirds (2/3) of the votes of the Owners (by Lot) who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.
- 6.5 **Changes in Basis and Maximum Annual Assessments.** Subject to the limitations in 6.3 hereof, and for the periods therein specified, the Association may change the maximum

and basis of the assessments fixed by 6.3 hereof prospectively for any such period provided that any such change shall have the approval of two-thirds (2/3) of the votes of the Owners (by Lot) who are voting in person or by proxy, at the meeting of the Association duly called for this purpose. Written notice of the meeting shall be sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

- 6.6 **Quorum for Any Action Authorized Under 6.4 and 6.5.** The quorum required for any action authorized by 6.4 and 6.5 hereof shall be as follows: At the first meeting called, as provided for in 6.4 and 6.5 hereof, the presence at the Association meeting of Owners or of proxies entitled to cast sixty (60) percent of all the votes (by Lot) of the Owners of all Lots shall constitute a quorum. If the required quorum is not forthcoming at such a first meeting, subsequent meetings may be called, subject to the notice requirement set forth in 6.4 and 6.5 hereof, and the required quorum at any such subsequent meeting shall be half of the required quorum at the proceeding meeting until such time as a quorum is obtained, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- 6.7 **Date of Commencement of Annual Assessments.** The annual assessments shall be collected in advance and shall become due and payable for the year on January 1 of each year, beginning on January 1, 2006.
- 6.8 **Duties of the Board of Directors Regarding Assessments.** The Board of Directors of the Association shall keep a roster of the Lots and assessments applicable thereto which shall be open to inspection by any Owner upon reasonable notice to the President of the Association. Written notice of the assessment shall be mailed to every Owner subject thereto at least thirty (30) days prior to the date of each assessment, notice being complete upon mailing. In the case of a sale by the Developer subsequent to January 1, 2006, notice shall be mailed to the Owner within sixty (60) days after recordation of the sale and the prorated assessment shall be due and payable within fifteen (15) days of mailing. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment there stated to have been paid.
- 6.9 **Effect of Non-Payment of Assessment.** If any assessment, or other charge or expense set forth in these restrictions, is not paid on the date when due, then such assessment, charge or expense shall become delinquent and shall also include such interest and costs of collection thereof as hereinafter provided. Payment of such assessment, charge or expense is to be a real obligation running with each Lot and shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, transferees and assigns and also shall be a personal obligation of the then Owner and shall remain his personal obligation and shall not become a personal obligation of his successors in title unless expressly assumed by them (although it shall remain a real obligation incidental to ownership of the Lot affected and shall remain subject to any privilege to which the Association may be entitled). If any assessment, charge or expense is not paid within

thirty (30) days after the date due, the assessment, charge or expense shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, the Association shall be entitled to a privilege against the affected Lot in accordance with La. R.S. 9:1145, et seq., and the Association may, at any time after an assessment, charge or expense becomes delinquent, file a "Notice of Delinquency, Lien and Privilege (or similar notice) in the mortgage records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, identifying the nature and amount of the assessments, charges or expenses which have not been paid, a description of the Lot or Lots for which the assessments, charges or expenses have not been paid and the name or names of the Owners personally obligated to pay the assessment and the name of the then Owner of the Lot or Lots affected. Such notice shall be signed and verified by an officer or agent of the Association and a copy thereof shall be served upon the Owners named therein by certified mail, registered mail or personal delivery. The Association may bring an action against the Owner personally obligated to pay the unpaid assessments, charges or expenses and the Owner shall be responsible to pay reasonable attorney's fees and all costs and other expenses incurred by the Association in connection with collection of such assessment, charge or expense. In the same action, or a separate action at the option of the Association, the Association may seek recognition and enforcement of the real obligation provided by these restrictions and the privilege provided for in La. R.S. 9:1145, et seq., by proceeding "in rem" against the affected Lot and its Owner for the amount of the unpaid assessment, charge or expense together with legal interest thereon from the date due and reasonable attorney's fees.

6.10 **Exempt Property.** The following property subject to these restrictions shall be exempt from any and all assessments, charges and liens created herein or subsequently imposed in accordance herewith:

- (a) All Lots or other property owned by the Developer, for so long as said Lots are owned by the Developer;
- (b) Any part of the Property dedicated to and accepted by the local public authority; and
- (c) All Common Properties.

Except as provided above, no Lot shall be exempt from any assessment.

6.11 **Effect of Resubdivision on Assessments.** In the event the resubdivision of two or more Lots shall result in existence of less than the original number of Lots in the Subdivision or current filing of the Subdivision, each Lot created by such resubdivision and the Owners thereof shall be subject to an assessment equal to a regular Lot assessment plus a prorata share of the regular assessment applicable to the Lot or Lots eliminated by such resubdivision.

## 7. PROTECTIVE COVENANTS

- 7.1 **Residential Use.** All Lots are for residential purposes only and no part of the Property shall be used for any commercial purpose except as expressly permitted by these restrictions. Apartment houses and lodging houses are prohibited. Not more than one single family residence, with permitted necessary buildings and outbuildings, shall be built or constructed on each Lot or resubdivided Lot which resubdivision has been approved by the Committee. No school, church, assembly hall, or group home of any kind (including, without limitation, any “community home” as defined in La. R.S. 28:477 or “special home” as defined in the City-Parish Unified Development Code), shall be built or permitted to be built on any Lot nor shall any Lot or existing structure be permitted to be used as such. The owner of any two (2) or more adjoining Lots which front on the same street may erect a single residence on said Lots, in which case the two Lots shall be considered as one Lot for the purpose of these restrictions.
- 7.2 **Resubdivision of Lots.** No resubdivision of one or more Lots shall be allowed without the prior written consent of the Committee, which consent may be withheld for any reason. The provisions of this paragraph shall not apply to the Developer.
- 7.3 **Approval of Plans by Architectural Control Committee.** Prior to commencement of any work on a Lot, including grading or clearing (other than weed or trash removal) the Owner thereof shall have received approval of all plans in accordance with Section 4 of these restrictions.
- 7.4 **Building Size.** No residence may be built or occupied having less than one thousand, four hundred (1,400) square feet of heated and cooled living area on any Lot. In computing or determining the “heated and cooled living area”, open porches, screened porches, porches with removable windows, breezeways, patios, landings, outside unfinished storage or utility areas, garages, carports and any other area having walls, floors or ceilings not completed as interior living space shall not be included. No building on a Lot shall exceed two-and-one-half (2 ½) stories. Homes having more than one story shall have a minimum of one thousand (1,000) square feet of living area on the ground floor.
- 7.5 **Car Storage.** Each residence built or constructed on a Lot shall have a garage or carport which shall accommodate not less than two (2) nor more than three (3) cars. Carports shall be located on the rear one-third (1/3) of the Lot and shall not face the street. Corner lots shall have a garage with a closing garage door (electronically operated) and must be enclosed from all street views and load from the street side. The Committee shall have the right to approve car storage to fit lot dimensions. Garages located on the front one-third (1/3) of the Lot must load from the side only and may not open to the street.
- 7.6 **Windows.** All windows shall be white or taupe, unless they are stained wood windows. Unpainted or unstained wood windows are not acceptable.

- 7.7 **Roofing.** Roof materials shall be 20-year asphalt or fiberglass or any architectural shingle. Metal roofing for a shed roof may be used not to exceed eight (8) squares. All roofing color selections shall be approved in writing by the Committee prior to delivery to the job site.
- 7.8 **Exterior Materials.** A minimum of sixty-five percent (65%) of the total exterior wall area of the house must be brick or other approved masonry. Garage and carport walls visible from the street shall be faced with brick or stucco. The exterior of all buildings constructed on a Lot must be approved by the Committee.
- 7.9 **Driveways and Sidewalks.** Driveways shall be constructed of concrete. Sidewalks shall be constructed of concrete or brick or approved paving stones. Asphalt and granular materials such as gravel, crushed limestone or dirt may not be used on driveways or sidewalks.
- 7.10 **Servitudes and Rights-of-Way.** Servitudes and rights-of-way shown on the Final Plat are dedicated to and subject to the uses as shown by the dedication language contained on the Final Plat and as set forth herein.
- 7.11 **Building Setback Lines.** Unless approved in advance by the Committee (and provided that the placement on said Lot does not violate any zoning or subdivision ordinance or regulation), no residence, car storage structure or outbuilding shall be built nearer than eight feet (8') from the sideline of a lot except as may otherwise be shown on the official Final Plat. Front and rear minimum building setback lines shall be in accordance with the Final Plat and in accordance with the Subdivision Regulations and Zoning Ordinances of the City of Zachary and East Baton Rouge Parish, Louisiana, in effect on the date of these restrictions, where applicable.
- 7.12 **Accessory Buildings.** All accessory buildings shall be subject to approval by the Committee prior to their construction and, if approved, must be located on the rear one-third (1/3) of the Lot and not visible from the street. Plans for all such accessory buildings must be submitted to the Committee. No metal or prefabricated accessory buildings shall be permitted.
- 7.13 **Single Residence.** No trailer, basement, shack, garage, garage apartment, barn or other outbuildings shall at any time be used as a residence, temporarily or permanently, except that garage apartments (where the Committee has approved construction of such) may be occupied as a residence for domestic servants for, or family members of the occupants of the main residential premises. No structure may be occupied as a residence until its exterior is completely finished.
- 7.14 **Animals.** No animals, livestock, poultry or birds of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other ordinary household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes or in

such numbers or conditions as may be offensive to other Lot owners and further provided that they are kept, bred or maintained otherwise in accordance with law.

- 7.15 **Refuse.** No trash, ashes or any other refuse may be thrown or dumped on any vacant Lot. No building materials may be stored on any Lot except during the construction period of a residence thereon.
- 7.16 **Lot Maintenance.** The Lot Owner of each Lot 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 Lot is not mowed and kept clean by the Owner, then said Lot may be mowed as required by the Committee and the Owner of such Lot shall be billed by the Committee for the actual cost thereof but in no case less than Forty Dollars (\$40.00) per mowing.
- 7.17 **Commercial, Noxious or Offensive Activities.** No commercial, business, trade, noxious or offensive activities shall be conducted on any Lot nor shall anything be done thereon, which may become an annoyance or nuisance to the neighborhood. This restriction, however, shall not prohibit a builder from erecting temporary storage buildings and/or offices on any Lot during the construction of a house on the same Lot. Upon completion of a residence, all debris and temporary structures shall be removed from the premises immediately. The Developer shall be entitled to locate a temporary sales office on any Lot. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street and is kept free from obnoxious odors and insects. Under no circumstances shall any Owner of a Lot change the natural color of any plants on said Lot by painting or any other method or hang any items from shrubbery or trees and no other items shall be placed in the front yard except for shrubbery and trees and holiday decorations which the Committee finds not to be noxious or offensive. The sole determination of whether plantings or decorations are noxious or offensive shall be vested in the Committee and its decisions in such matters shall be final and nonappealable.
- 7.18 **Signs.** No signs of any kind or description, other than "Real Estate For Sale" signs and signs designating those involved in the construction of any residential homes in the Subdivision (all not exceeding six (6) square feet in size), shall be displayed on any Lot. The Developer is excepted from this restriction.
- 7.19 **Fences.** No fence or wall shall be constructed on any Lot without the approval of the Committee. No fence or wall shall be constructed nearer to the street than the appropriate building setback line and in no case nearer to the street on which the house faces than the front of the house, regardless of setback lines. No fence or wall shall exceed six (6) feet in height. Chain link fences and concrete block fences not covered by stucco are prohibited. In the case of fences which may be erected by the Developer, it shall be the responsibility of each Lot Owner to maintain and keep in good repair that portion of such fence which the Developer has constructed along said Owner's Lot line.

- 7.20 **Ceiling Heights.** All residences shall be constructed with the ceiling on the ground floor not less than nine (9) feet in plate height. All garages shall have a plate height not to exceed the plate height of the ground floor of the house.
- 7.21 **Roof Pitch.** The minimum roof pitch shall be 7/12, except for shed roofs, which shall be at least 4/12, unless otherwise approved by the Committee.
- 7.22 **Satellite Dishes.** No satellite dishes larger than three (3) feet in diameter shall be allowed without the prior written approval of the Committee. Satellite dishes shall not be visible from the street.
- 7.23 **Mailboxes.** The Developer will designate a type of mailbox, including mounting post (the "Sandy Creek Mailbox"), as to design, construction, material and color, to be used for all Lots in the Subdivision. When a house is built on any Lot, the Owner thereof shall use only a Sandy Creek Mailbox, the purchase and maintenance thereof to be the sole responsibility and at the sole costs of each respective Owner.
- 7.24 **Parking, Trailers and RV's.** No cars of residents of a house on any Lot and no mobile homes, recreational vehicles, trailers, school buses, boats, motor homes or trucks or other vehicles shall be kept, stored, parked, repaired or maintained on any Lot, servitude or right-of-way, in such a manner as to be visible from any street (front or side) contiguous to the Lot.
- 7.25 **Antennas, Outside Lighting and Outside Sound.** No outside television, radio antennas or similar structures or devices shall be allowed without the prior written consent of the Committee. Antennas will under no circumstance be permitted on any Lot in such a manner as to be visible from any street (front or side) contiguous to the Lot. No antennas, outside lighting or outside sound shall be used in such a manner as to create an offensive condition for the neighbors or neighborhood.
- 7.26 **Fireplace Flues.** Uncovered metal fireplace flues and chimneys are not permitted. Any metal chimney flue must be completely enclosed on all sides with brick or stucco. All fireplaces must have a chimney cap made of brick, anodized aluminum, copper or other material previously approved by the Committee.
- 7.27 **Concrete Trucks.** Washing out of concrete trucks shall be done on the Lot being poured and not on any other area of the property or any other Lot. Failure to comply with this restriction shall be considered a violation of these restrictions and each Owner (including their agents and/or assigns) who violates this restriction agrees to pay the Association the sum of Five Hundred and No/100 Dollars (\$500.00) for each violation of this restriction as liquidated damages. However, this monetary damage provision shall not prohibit the Developer, the Association or any other Owner from seeking other relief, including injunctive relief, to enforce this restriction. The obligation to pay such a fine shall be a real obligation incidental to ownership of the Lot affected and personal obligation of the Owner of the Lot at the time of such violation. If such fine is not paid within thirty (30)

days after the dated notice thereof is given or mailed to the Owner or Owners responsible, the fine shall bear interest at twelve percent (12%) per annum plus the Owner or Owners shall bear responsibility for costs and reasonable attorney's fees, and the Association may enforce payment thereof, all in the same manner as provided for in the case of non-payment of an assessment set forth in Section 6.9 of these restrictions.

- 7.28 **Gardening.** No Lot shall be used for commercial gardening or farming purposes. Flowers and shrubbery may be grown for non-commercial purposes and a non-commercial vegetable garden for use by a single household may be located on a Lot provided that it is not visible from any street.
- 7.29 **Soil Conditions.** It shall be the sole responsibility of each Lot Owner, prior to construction of any structure on any Lot, to satisfy himself regarding the nature and bearing capacity of the soils on the Lot for the particular purpose being considered. The Developer, Committee and Association make no warranty regarding and shall have no responsibility for any soil conditions nor for any damage caused by any soil conditions, such being the sole responsibility of the Lot Owner.
- 7.30 **Landscaping.** Upon completion of improvements and prior to occupancy, the front yard shall be solid sodded and landscaping shall conceal air conditioning condenser units otherwise visible from any street.
- 7.31 **Underground Utilities.** All electric, telephone, cable television service and other utility services to the buildings on a Lot shall be underground from the utility company's source of supply.
- 7.32 **Oil and Mineral Development.** No oil drilling, oil development operations, oil refinery, 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. No derrick or other structures designed for the use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted on any Lot. However, the provisions of this paragraph shall not be construed as prohibiting the extraction of oil or natural gas from under the surface of the Lots by means of directional drilling from a location outside the Lots which are subject to these restrictions.
- 7.33 **Licensed Contractors Required.** Any home constructed on any Lot subject to these restrictions shall be built by a residential contractor licensed by the State of Louisiana and acceptable to the Committee.

## 8. GENERAL PROVISIONS

- 8.1 **Strict Interpretation of Restrictions.** These restrictions, including all obligations, covenants, conditions, restrictions and servitudes shall, to the maximum extent permissible by law, be strictly enforced, construed and interpreted. No provision 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.

- 8.2 **Knowing Violation.** In the event of a knowing or intentional violation of these restrictions or in the event of a continuing violation of these restrictions after receipt (by the violator or Owner of the Lot in which the violation occurs) of written notice of a violation, the party bringing a successful action to enforce the restrictions by injunction, declaratory judgment or otherwise shall be entitled to recover from the violator, or Owner of the Lot, reasonable attorney's fees and other costs and expenses to be fixed and awarded by the court.
- 8.3 **Duration.** These restrictions 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 this date. After expiration of the initial twenty-five (25) year term, these restrictions shall be automatically extended for successive periods of ten (10) years each.
- 8.4 **Amendment and Termination.** Any amendment to or termination of these restrictions prior to expiration of the initial twenty-five (25) year term of duration shall only be by written act executed by 85% of the then Owners of all Lots. However, until one hundred percent (100%) of the Lots subject to these restrictions have been built, completed and transferred to Owners who will occupy the homes as their principal residences, any amendment to or termination of these restrictions prior to expiration of the initial twenty-five (25) year term of duration shall only be by written act executed by 85% of the then Owners of all Lots and the Developer. The Developer may, at its sole discretion, elect, in writing, to forgo the requirement of its participation in such act(s). After expiration of the initial twenty-five (25) year term of duration, these restrictions may be amended or terminated by a majority of the then Owners of all Lots.
- 8.5 **Notices.** Any notice required to be sent to any Owner under the provisions of these restrictions shall be deemed to have been properly given and completed when mailed, postage pre-paid, to the last known address of the person who appears as Owner on the public records at the time of mailing.
- 8.6 **Enforcement.** If any Owner, his agents, employees, heirs, successors, assigns or anyone acting on his behalf, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any Owner or the Developer to prosecute any proceeding at law or in equity against such an Owner and the person or persons violating or attempting to violate any obligations, covenants, restrictions, servitudes and conditions and to prevent him or them from so doing by a mandatory or prohibitory injunction without the necessity of providing bond for the issuance thereof, each Owner being deemed, by purchase of any Lot, to have waived and relinquished any right to require the posting of bond. However, the availability of injunctive relief shall not preclude (or be precluded by) any other available remedy for any violation or threatened violation, including, without limitation, the recovery of damages. Failure of any person or entity to enforce any provision of these restrictions shall, in no event, be deemed to be a waiver of the right to do so thereafter.

8.7 **Severability.** Invalidation of any of these reservations, restrictions, covenants or conditions by judgment or court order shall in no way affect any other provision of these restrictions, all of which shall remain in full force and effect.

THUS DONE AND SIGNED in Zachary, Louisiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

\_\_\_\_\_  
KRISTY E. GRIFFIN

\_\_\_\_\_  
ROLLINS ROAD, L.L.C.  
BY: RISDON S. WOOD, Manager

\_\_\_\_\_  
SANDY CREEK PROPERTY OWNERS  
ASSOCIATION, INC.  
BY: RISDON S. WOOD, President

\_\_\_\_\_  
BARBARA B. PARSONS, NOTARY PUBLIC  
BAR ROLL NO. 28714