

*Hoo Shoo Too Lakes*



**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR HOO SHOO TOO LAKES**

ORIG 946 DNDL 12032

**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

BE IT KNOWN, that on this 15<sup>th</sup> day of February, 2008, before me, the undersigned notary, and in the presence of the undersigned competent witnesses, personally came and appeared:

**SUNDANCE DEVELOPMENT, 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 by its authorized managing member, S. J. Saia, hereinafter referred to as "Developer," and

**HOO SHOO TOO LAKES PROPERTY OWNER'S ASSOCIATION, INC.**, a Louisiana corporation domiciled in the Parish of East Baton Rouge, Louisiana, duly represented herein by its authorized officer, S. J. Saia, hereinafter referred to as the "Association,"

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

Eighty-two (82) lots or parcels of ground, together with all improvements thereon, and all of the components thereof, situated in the Parish of East Baton Rouge, State of Louisiana, in that subdivision known as **Hoo Shoo Too Lakes** and being more particularly designated as Lots 1 through 82 as shown on the "**Final Plat for Hoo Shoo Too Lakes**" subdivision located in East Baton Rouge Parish, Louisiana, prepared by Robert W. Overall, P.L.S., dated 10/10/07 ("the Final Plat") recorded as Original 440, Bundle 12007, 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 Hoo Shoo Too Lakes Property Home Owners' Association, Inc. (whether or not the Association has been duly organized and/or incorporated as of time of the execution of these restrictions).

**1.2 Committee.** The term "the Committee" as used in these restrictions shall mean and refer to the Architectural Control Committee of Lots 1-82 of Hoo Shoo Too Lakes Subdivision.

**1.3 Common Properties.** The term "Common Properties" as used in these restrictions shall mean and refer to the properties, if any, designated as common properties on the Final Plat of Hoo Shoo Too Lakes as filed, or later amended.

**1.4 Lot.** The term "Lot" as used in these restrictions shall mean and refer to any of Lots 1 through 82 as shown on the final plat of the Property with the exception of any Common Properties, if any.

**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 fee 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 insure 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 with limitation, the assessment, fine and 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 Association and the obligation to honor and abide by each obligation, covenant, restriction, servitude and condition and to pay any assessments and fines shall be also the personal obligation of the Owner of a Lot in favor of the Association and 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, with limitation, those dealing with 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, with 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 as more fully set forth in the Articles of Incorporation of the Association and in 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 any transfer of title to any 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 only have 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 eventually consist of three (3) members who shall be elected annually, when and how decided by the Owners by an affirmative vote of a 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 S. J. Saia, Amber L. Saia, and Blake Saia. Either of the initial members of the Committee may voluntarily resign and appoint their successors or relinquish control of the Committee to the Association 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, landscaping 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; and
- (b) A plot plan showing the location of all improvements and designating any trees which the Owner proposes to remove; and
- (c) A floor plan showing the square footage of the heated and cooled area and the total square footage of the building.
- (d) A \$200.00 deposit to be held by the committee to insure that proper cleanup for debris and building materials has been conducted on the subject Lot and on those adjoining the same and including any common properties.

Other proposals to be brought before the Committee shall be submitted in writing in detail. Plans and other proposals may be retained in the files of the Association for a period of five (5) years from 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) and continued with reasonable diligence thereafter, 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, 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 Committee may vary

the front setback lines of the Lots to prevent a uniform front line. The decisions of the Committee shall be in their sole discretion and shall be final, binding and non-appealable.

**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 a reduction of the required square footage not to exceed ten percent, and 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 Association and Owners of Lots against all liabilities and expenses, including counsel 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 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 AREAS**

**5.1 Dedication and Transfer of Title.** Should any areas of the Property later be deemed to be Common Properties by the Association, then in consideration for the acceptance of the duties and obligations of the Association, which the Association will thereby accept

by execution of the restrictions, the Developer will 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, those 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 mineral operations shall be conducted on the surface of the Common Properties in the act transferring the same.

**5.2 Owner's Servitude of Enjoyment.** Should any Common Properties be obtained by the Association, every Owner of a Lot shall have a right and servitude of enjoyment in and to any 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 signed 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 any action taken.

**5.3 Use of Common Properties.** Any Common Properties shall be private property dedicated to the use of the Owners, Owners of lots in other filings of Hoo Shoo Too Lakes which are contiguous to the Property, and any other filings of Hoo Shoo Too Lakes whose restrictions have been accepted by, and are to be administered and enforced by, the Association. Motorcycles, motorbikes, trail bikes, off-road motorized vehicles of all sorts, and any other motorized vehicles shall be prohibited on the Common Properties except for maintenance purposes. Horseback riding shall be prohibited on the Common Properties. Common Properties shall not be used as a dumping place for grass clippings, limbs, and other refuse.

## **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 annual and special assessments shall include such interest thereon and costs of collection thereof 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 each lot at the time when the assessment fell due.

**6.2 Purpose of 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. Assessment proceeds may also be used by the Association to pay taxes and insurance on any Common Properties and for maintenance, repairs and additions to, and replacement of any Common Properties and improvements located thereon or used in connection therewith, including, with limitation, keeping any medians or Common Properties mowed and free of litter and debris, maintaining the entrance to the subdivision, maintaining any subdivision signs, maintaining the landscaping located in any medians of Hoo Shoo Too Lakes, and for the cost of services, labor, equipment, materials, postage, management and supervision incurred in connection with any Common Properties and private servitudes of access set forth therein and in any way connected with the fulfillment of the purposes set forth above.

**6.3 Basis and Maximum of Annual Assessments.** Until the year beginning January 1, 2009, the annual assessment shall be \$25.00 per Lot. From and after January 1, 2009, the annual assessment may be increased by a vote of the Owners, as hereinafter provided, for the next succeeding year and again for each successive one-year period thereafter. 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 cost 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 Change 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 a 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 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 preceding 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, 2009. After January 1, 2009, the assessment shall be prorated for the remainder of that calendar year.

**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 due date of each assessment, notice

being complete upon mailing. Subsequent to sales from January 1, 2009, notice shall be mailed to the Owner within sixty (60) days after the recordation of the sale and the prorated assessment shall be due and payable within fifteen (15) days of mailing unless collected at closing. 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 provide. Payment of each 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, charges or expenses 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) any and all Common Properties.

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

**6.11 Resubdivision.** In the event the resubdivision of two or more Lots results in existence of less than two or more Lots, each Lot created by such resubdivision and the Owners thereof shall be subject to an assessment equal to a regular Lot assessment plus a pro-rata 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 accessory buildings, shall be built or constructed on each lot. No school, church, assembly hall, or group home of any kind (including, with 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. No Lot may be resubdivided in order to accommodate more than one single family residence per original Lot. 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 Lots shall be considered as one Lot for the purpose of these restrictions except for voting and assessment purposes.

**7.2 Resubdivision of Lots.** No resubdivision of one or more Lots shall be allowed without the prior written consent of the Committee.

**7.3 Approval of Plan 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.** Except as otherwise provided, no residence may be built or occupied having less than one thousand two hundred (1,200) 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 (2) stories. Homes having two stories shall have a minimum of nine hundred (900) 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 which shall accommodate not less than two (2) nor more than three (3) cars. Lots shall have a garage with a closing garage door (electronically operated) which shall accommodate not less than two (2) nor more than three (3) cars. Garages must be enclosed from all street views. Developers shall have the right to approve car storage to fit lot dimensions.

**7.6 Windows.** All windows shall be white or taupe, unless they are wood. Stained wooden windows are acceptable. Unpainted or unstained windows are unacceptable.

**7.7 Roofing.** Roof shingles shall be architectural shingles. Metal roofing for a shed roof may be used not to exceed 8 squares. All roofing color selections shall be approved in writing by the Committee prior to delivery to the job site.

**7.8 Driveways and Sidewalks.** Driveways shall be constructed of concrete. Sidewalks shall be constructed of concrete or brick. Asphalt and granular materials such as gravel, crushed stone or dirt are not permitted for use on driveways or sidewalks. It shall be obligation of each individual Lot owner to maintain that portion of the front and side sidewalk which is on or adjacent to his property.

**7.9 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.

**7.10 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 ordinances or regulations), no residence, car storage structure or outbuilding shall be built nearer than five (5) feet to any 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 East Baton Rouge Parish, Louisiana, in effect on the date of these restrictions, where applicable.

**7.11 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 the 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.

**7.12 Animals.** No animals, livestock, poultry or birds of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other ordinary household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and further provided that they are kept, bred or maintained otherwise in accordance with law.

**7.13 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.

**7.14 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 monthly by the Association and the Owner of such Lot shall be billed a minimum of \$40.00 per mowing. The \$200.00 deposit required upon submission of loans

pursuant to section 4.3 (d) shall be held and not returned upon completion of construction if building site, adjacent lots, and or common properties are not kept clean and neat during the construction period.

**7.15 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. Garden compost must 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.

**7.16 Signs.** No signs or 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.

**7.17 Fences.** No fence or wall shall be constructed nearer to the street than the appropriate building setback line. No fence or wall shall be constructed nearer to the street on which the house faces than the front of the house, regardless of setback lines provided for herein. No fence or wall shall exceed six (6) feet in height. Chain link fences and concrete block fences (not covered by stucco) are prohibited. Fences which

are visible from the street shall be brick, stucco, wrought-iron or a combination thereof approved by the Committee. Wooden fences shall be made of cedar, cypress, redwood or other natural or similar appearance if approved by the Committee in advance and the faced side of all wooden fences shall be on the outside of lot. In the case of fences erected by the Developer, it shall be the responsibility of each Lot Owner to maintain and repair that portion of such fence which the Developer has constructed along each rear Lot line.

**7.18 Satellite Dishes.** No satellite dishes shall be allowed without the prior written approval of the Committee.

**7.19 Mailboxes.** The Developer will designate a type of mailbox, including mounting post (the "Hoo Shoo Too Lakes"), 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 only use a Hoo Shoo Too Lakes, the purchase and maintenance thereof to be the sole responsibility and at the cost of each respective Owner. Approved mailboxes may be purchased at such places as may be designated by the Committee from time to time.

**7.20 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, street, servitude or right-of-way, in such a manner as to be visible from any street (front or side) contiguous to the Lot.

**7.21 Antennas, Outside Lighting and Outside Sound.** No outside television antenna, radio antennas, or similar structures or devices shall be allowed without the prior written consent of the Committee. Antennas will under no circumstances 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.

**7.22 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 that must be previously approved by the Committee.

**7.23 Ceiling Heights.** All residences shall be constructed with the ceilings on the ground floor not less than nine (9') feet in plate height. All garages shall have a plate height not to exceed nine (9') feet.

**7.24 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.

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

**7.26 Concrete Trucks.** Washing out of concrete trucks shall be on the Lot being poured and not on any other area of the Property or any other Lot. Failure to comply with this procedure shall be considered a violation of these restrictions and each Owner who knowingly violates this restriction agrees to pay the Association the sum of Five Hundred and No/100 (\$500.00) Dollars 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 of the dated notice thereof is given to the Owner or Owners responsible, then the fine shall bear interest and 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.

**7.27 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.

**7.28 Landscaping.** Upon completion of improvements and prior to occupancy, the front yard shall be sodded and landscaping shall conceal air conditioning condenser units otherwise visible from any street.

## **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 these restrictions by injunction, declaratory judgment or otherwise shall be entitled to recover from the violator, or Owner of the Lot, reasonable attorney's fees to be fixed and awarded by the court.

**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. After expiration of the initial twenty-five (25) year term of duration, these restrictions may be amended or terminated by written act executed 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, postpaid, to the last known address of the person who appears as Owner on 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, the Association 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 such 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, with 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.

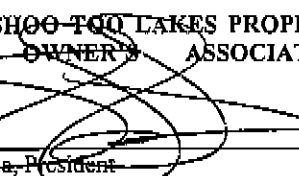
8.7 Severability. Invalidation of any one of these reservations, restrictions, covenants or conditions by judgment or court order shall in no way affect any other provision of these restrictions, all of which shall remain in full force and effect.

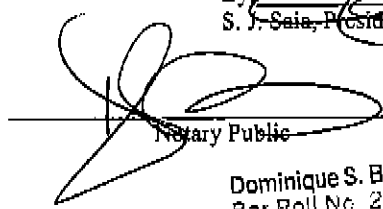
THUS DONE AND SIGNED in Baton Rouge, Louisiana, on the day, month and year first above written, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES

  
WALTER L. COMEAUX  
  
VICKI FONTANA

SUNDANCE DEVELOPMENT, L.L.C.  
By   
S. J. Saia, Managing Member

HOO SHOO TOU LAKES PROPERTY HOME OWNER'S ASSOCIATION, INC.  
By   
S. J. Saia, President

  
Notary Public  
Dominique S. Beeson  
Bar Roll No. 24953

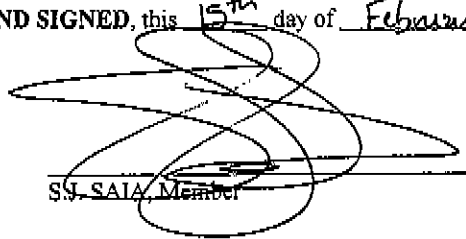
**CERTIFICATE OF AUTHORITY**  
**FOR**  
**SUNDANCE DEVELOPMENT, L.L.C.**

The undersigned, being the sole Member of **SUNDANCE DEVELOPMENT, L.L.C.**, (the "Company") and acting in such capacity, hereby certifies that:

**S.J. SAIA** (also known as Samuel J. Saia) is hereby authorized and empowered for and on behalf of the Company to execute and enter into a Declaration of Covenants and Restrictions for the property described as Hoo Shoo Too Lakcs, as shown more precisely on that plat entitled, "Final Plat for Hoo Shoo Too Lakes" prepared by Robert W. Overall, P.L.S., dated 10/10/07 and recorded in the official records of the clerk and Recorder in and for the Parish of East Baton Rouge, State of Louisiana, as Original 440, Bundle 12007.

**S.J. SAIA** is hereby authorized and empowered on behalf of the Company to sign any and all other documents necessary to carry out the authority granted in this resolution.

THUS DONE AND SIGNED, this 15<sup>th</sup> day of February, 2008.

  
\_\_\_\_\_  
S.J. SAIA, Member

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FILED AND RECORDED  
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FTL BK FOLIO  
**DOUG WELBORN**  
CLERK OF COURT & RECORDER  
CERTIFIED TRUE COPY  
BY \_\_\_\_\_  
DEPUTY CLERK & RECORDER