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ORIG 280 BNDL 11064

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR LAKE POINTE SUBDIVISION SECOND FILING, DEDICATION AND
TRANSFER OF COMMON PROPERTIES**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 26 day of October, 1999, before me, the undersigned notary, and in the presence of the undersigned competent witnesses, personally came and appeared:

ZACHARY PROPERTY 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 agent, hereinafter referred to as "Developer," and

LAKE POINTE PROPERTY OWNER'S 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 depose and say that the Developer is the owner of the following real property, to wit:

FIFTY-TWO (52) 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 LAKE POINTE, SECOND FILING and being more particularly designated as Lots 26 through 78 as shown on the Final Plat of Lake Pointe Subdivision, Second Filing located in East Baton Rouge Parish, Louisiana, prepared by Sigma Associates, Inc., dated October 21, 1999 ("the final plat") recorded as Original 175, Bundle 11063, and as revised as Original 819, Bundle 11063 in the official records of the Clerk and Recorder for the Parish of East Baton

Rouge, Louisiana (the "Property"). By this act and the obligations, covenants, restrictions, servitudes and conditions set forth as of February 17, 1999 and recorded as Original 708, Bundle 10908, in the official records of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana, (collectively "these restrictions"). Developer imposes upon the Property the obligations, covenants, restrictions, servitudes and conditions, set forth:

1. DEFINITIONS

1.1 **Association.** The term "the Association" as used in these restrictions shall mean and refer to Lake Pointe 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 1-89 of Lake Pointe Subdivision.

1.3 **Common Properties.** The term "Common Properties" as used in these restrictions shall mean and refer to the lakes and properties designated as common properties on the Final Plat of Lake Pointe Second Filing recorded as Original 175, Bundle 11063 and as revised as Original 819, Bundle 11063 in the official records of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana.

1.4 **Lot.** The term "Lot" as used in these restrictions shall mean and refer to any of Lots 26 through 78 as shown on the final plat of the Property with the exception of Common Properties.

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

2.1 **Purpose.** The purpose of the restrictions is the expansion of an existing 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 existing obligations, covenants, restrictions, servitudes and

conditions herein below set forth or incorporated by reference therein, including without limitation 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 set out in the Declaration of Covenants and Restrictions for Lake Pointe Subdivision and Dedication and Transfer of Common Properties for the Lake Pointe Subdivision, First Filing as of February 17, 1999 and recorded as Original 708, Bundle 10908, in the official records of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana are incorporated by reference herein and made applicable to Lots 26-78, Lake Pointe Subdivision, Second Filing.

3. COMMON AREAS

3.1 **Dedication and Transfer of Title.** In consideration for the acceptance of the duties and obligations of the Association as further set out in the initial restrictions, which the Association does hereby additionally 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 mineral operations shall be conducted on the surface of the Common Properties.

3.2 **Owner's Servitude of Enjoyment.** Every owner of a lot designated 1 through 89 Lake Pointe Subdivision shall have a right and servitude of enjoyment in and to these Common Properties owned now, or in the future, by the Association, and to the common properties of other filings of Lake Pointe which are contiguous to the Property, and any other filings of Lake Pointe, and such servitudes shall be appurtenant to and shall pass with the title to every Lot, subject to the existing provisions in the restrictions for the first filing incorporated by reference herein.

3.3 **Use of Common Properties.** The Common Properties are private property dedicated to the use of the Owners, owners of lots in other filings of Lake Pointe which are contiguous to the Property, and any other filings of Lake Pointe whose restrictions have been accepted by, and are to be administered and enforced by the Association and incorporated by reference herein.

3.4 **Use of the Lake.** The use provisions laid out in the restrictions for the first filing incorporated by reference herein are applicable to the lake located within the Common Properties.

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:

Christine L. Couch
Lois Landry

LAKE POINTE PROPERTY OWNER'S
ASSOCIATION, INC.

By: *Mack David Stewart*
Mack David Stewart, President

ZACHARY PROPERTY DEVELOPMENT, L.L.C.

By: *Mack David Stewart*
Mack David Stewart, Member

By: *Angie George Stewart*
Angie George Stewart, Member

By: *Carmen Mauer Erwin*
Carmen Mauer Erwin, Member

Jeffrey H. [Signature]
Notary Public

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FILED AND RECORDED
ERCAT BATON ROUGE PARISH, LA.

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DOUG WELBORN

CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY
BY

DEPUTY CLERK & RECORDER