

DANA BENSON
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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR**

LOST LAKES PHASE III

LOST LAKES PHASE III
431 Downing Pines Road
West Monroe, LA 71292
Phone (318) 325-9677

**CERTIFIED
TRUE COPY**

By *Amanda Crow*
APR 14 2025
DEPUTY CLERK
4TH JUDICIAL DISTRICT COURT
OUACHITA PARISH, LA

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STATE OF LOUISIANA

PARISH OF OUACHITA

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
LOST LAKES PHASE III
A PLANNED COMMUNITY
OUACHITA PARISH, LOUISIANA**

BE IT KNOWN, that before me, the undersigned Notary Public in and for
Ouachita Parish, Louisiana, personally came and appeared:

LOST LAKES, L.L.C., a Louisiana Limited Liability Company,
composed of Thomas A. Sanders, III, Jeri S. Watson, Mark Sanders and
Mary Sanders with its principal place of business at 431 Downing Pines
Road, West Monroe, Louisiana, 71292, hereinafter referred to as
Declarant, appearing herein through its Managing Member, Thomas A.
Sanders, III, and Member, Jeri S. Watson, duly authorized,

who declares and acknowledges that it is the owner of the following described property
situated in Ouachita Parish, Louisiana, described as follows, to-wit:

LOST LAKES PHASE III, being a planned residential
subdivision/planned community, situated in Ouachita Parish, Louisiana as
per plat filed in Plat Book 30, Page 17, records of Ouachita
Parish, Louisiana, and incorporated herein by reference,

and that Declarant herein, as the owner of the above described property, executes this act
for the purpose of imposing upon the lots developed as **Lost Lakes Phase III**, a planned
residential community, hereinafter referred to as **Lost Lakes Phase III**, building
restrictions hereinafter set forth, for the benefit of all the lots in said **Lost Lakes Phase
III**; that it is the intent and purpose of the Declarant in creating and imposing said
covenants, conditions and restrictions which shall affect the property hereinabove
described as covenants running with the land, and that the conditions and restrictions
shall apply to and affect each of the lots in **Lost Lakes Phase III** and shall be binding
upon each and all of the transferees, heirs, successors and assigns of each of said lots, as
outlined in **Section 20** of these building restrictions and covenants; that the reasons and
consideration of the creation and imposition of the building restrictions, covenants and

servitudes hereinafter set forth is for the mutual benefit and advantage to accrue to each and all of the lots in said community.

The residential covenants in their entirety shall apply to all of the lots located in **Lost Lakes Phase III**, as hereinabove set forth and as shown on the plat of record duly filed in the records of Ouachita Parish, Louisiana, in Plat Book 30, Page 17, which is included herein as reference, and the property is subject to all servitudes and easements shown on said plat and to rights of way of record or use and to the following building restrictions and covenants.

1. **ARCHITECTURAL REVIEW COMMITTEE:** Until such time as all lots are sold by the Declarant to other parties, Declarant or its heirs, successors or assigns, who have ultimate authority in the interpretation and enforcement of these building restrictions, shall function as the Architectural Review Committee with full authority to insure compliance with these building restrictions and covenants, and to approve modifications of same on lots within the boundaries of **Lost Lakes Phase III**. After all lots in **Lost Lakes Phase III** have been sold to other parties by Declarant, at Declarant's discretion, a Homeowners' Association serving as the Architectural Review Committee as authorized in General Provisions, Page 22 herein, consisting of five (5) of the then current lot owners in **Lost Lakes Phase III** may be appointed by Declarant, its heirs, successors or assigns, to insure continued compliance with these building restrictions and covenants, which in such case a majority vote of the committee members shall govern in carrying out the functions and responsibilities of the committee. Functions and authority of Architectural Review Committee shall be all inclusive. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services for the betterment of this community, other than for bookkeeping, accounting and secretarial services approved by the Architectural Review Committee.

Should builder/lot owner commence construction prior to submittal, then the Architectural Review Committee shall be entitled to file a temporary injunction to stop construction until submittal and approval of plans and specifications by the Architectural Review Committee. Should any damage to street and curbs, drainage inlets, street lighting, street signs, mailboxes, fences and any other Common Elements not be repaired timely or to the satisfaction of the Architectural Review Committee, repairs will be performed by the Architectural Review Committee and such costs will be paid by lot owner.

The Architectural Review Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove the proposed construction or alteration on any lot within fifteen (15) days after plans and specifications have been submitted to it, the homeowner or builder shall mail a certified or registered letter of request for proposed construction or renovation to the Architectural Review Committee to the above referenced address in which case the Committee shall respond within this fifteen (15) day period of said request with approval, disapproval or compliance requirements for approval. Should written response not be made by the Architectural Review Committee within this 15-day period, said approval will not be required; and the related covenants shall be deemed to have been fully complied with. Homeowner or builder must retain proof of certified or registered letter of request in order to document effort to obtain proper approval.

The Architectural Review Committee shall be vested with all authority and rights to enforce all matters over which it is hereinabove given jurisdiction, by all means available at law, but it shall not be obligated to exercise the same, such remaining in its sole discretion.

Approval by the Architectural Review Committee, its successors or assigns, shall not constitute a basis for any liability of the Architectural Review Committee or any officer thereof as regard to failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements.

The Architectural Review Committee may permit the formation of a homeowners' association in accordance with the general provisions of these Restrictions and Covenants concerning homeowners' associations.

2. LAND USE, BUILDING TYPE AND DWELLING SIZE:

No lot shall be used except for residential purposes, the conducting of commercial enterprises on any lot being hereby expressly prohibited. This prohibition does not extend to the conducting of business by telephone, internet or incidental personal contact, but any direct contact with customers or clientele on the property, other than on an occasional and infrequent basis, is expressly prohibited. Under no circumstances shall direct sales, either retail or wholesale, be conducted as a business on the premises. Neither shall any lots be used for "housing shelters" or other facilities which involve communal rather than traditional single family occupancy. For the purposes of these covenants, a single-family dwelling or residence is limited to an owner-occupied building designed for, and occupied exclusively by, one individual or two or more persons with legal dependents who are related by blood or marriage, or a group of not more than two (2) persons living together, by joint agreement, with legal dependents and occupying a single housekeeping unit. Renting or leasing the premises by the owner of a residence in **Lost Lakes Phase III** shall not relieve the owner of complying with any and all of the restrictions, covenants and conditions of **Lost Lakes Phase III**. Specifically, the owner shall be responsible for the property maintenance, upkeep and activities of the tenant, his guests or invitees. Eighty (80%) per cent of the

exterior walls of any residence constructed on a lot shall consist of brick, stone, stucco-based or stucco-applied exterior wall system or a combination thereof, unless otherwise approved in writing by the Architectural Review Committee, except that vinyl siding may be used on cornice, fascia boards, soffits, garage and covered patio or porch walls and ceilings. No main building or dwelling shall be erected, altered, placed, or permitted to remain on any lot other than as a new permanent single family dwelling. The minimum square footage of enclosed living area of any residence constructed in **Lost Lakes Phase III**, exclusive of garage, storage rooms and open porches, are as follows:

Lots 1, 2, 5, 6, 7, 8, 9, 10, 11 and 12 minimum 2,500 square feet heated

Lots 3, 4 and 13 minimum 2,200 square feet heated.

Garages may be attached or detached, and one exterior storage building or shop is allowed which must be located in the rear yard area of the property. Any such detached structures must be constructed of same or like materials as the main dwelling, and receive prior approval of the Architectural Review Committee, as to height, location on the lot and requirements of constructing a rear yard fence. In addition, a pool house or cabana is allowed when constructed under same requirements as detached garage or exterior shop building.

No residence shall exceed two stories in height or have a roof slope less than 10/12 pitch, unless prior approval is granted by the Architectural Review Committee. All residences shall have a minimum ceiling height of nine (9) feet on the first floor. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan or plat showing the location of the structure on the lot have been approved, in writing, by the Architectural Review Committee as to type of building materials and harmony of external design with existing structures, and as to location on lot, with respect to topography, direction on the lot and

finish grade elevations. Log cabin type construction and factory assembled or prefabricated modular type homes are prohibited.

During and after site preparation and construction of a residence, the following provisions shall apply:

(a) No stumps, trees, limbs, trash, construction debris or materials shall be placed in any area of the planned community/subdivision other than temporarily on the construction site lot. Placement of stumps, trees, limbs, trash, construction debris or materials on any other lot, right of way or street shall be strictly prohibited at any time.

(b) No subcontractor or supplier shall be permitted to clean out or empty any delivery or concrete truck except on the building site. Concrete trucks may be washed out **ONLY** on the building site they have just poured. Concrete trucks may not be washed out on adjacent lots (whether vacant or not), common ground, medians, cul-de-sacs, any streets or undeveloped property. There will be **NO EXCEPTIONS**. The builder is to designate a wash-out area on the lot where the pour is taking place, and notify the concrete company or truck driver of its location. No residue construction materials, equipment or debris shall be left on any lot after completion of construction, and continued job cleanup, including debris removed during construction, shall be provided by homeowner or contractor on a timely and regular weekly basis.

(c) It is the lot owner's responsibility, through his building contractor, to provide, erect and maintain adequate silt screening at all times, along with application of hay, where necessary, both during site clearing and construction, to prevent washing of dirt or mud onto streets and adjoining property. Any such erosion of dirt or mud onto streets or adjoining property will be removed within 24 hours after weather permits.

(d) The lot owner, his representatives or guests shall not conduct wood cutting of any type, including firewood cutting, on any adjacent property. Each home builder shall be required to provide a properly maintained "Port-O-Let" on site during construction. *The location and direction of the "Port-O-Let" shall provide that the door be facing into the lot and not directly or indirectly toward the street. Pooling or sharing the cost of "Port-O-Lets" by builders is permissible.*

(e) Homeowners or contractors shall permit only tandem axle dirt trucks (no trailer trucks) hauling no more than 15 cubic yards of dirt, concrete trucks hauling 9 yards or less of ready-mix concrete, tandem bobtail brick trucks (no trailer trucks) not exceeding 16 cubes or bundles of brick, and other delivery trucks not exceeding 50,000 pounds total truck and load weight on the streets in **Lost Lakes Phase**

III. Any violation of this provision causing damage to the streets shall cause the homeowner to pay a penalty of \$500.00 for the first offense and \$1,000.00 for each succeeding offense to the **Lost Lakes Phase III Homeowners' Association** or Declarant, acting on their behalf. The purpose of this provision is to prevent heavy delivery trucks causing damage to the streets, curbs or any other "common element" and to any individual lots in **Lost Lakes Phase III**. The cost of repair of any damages resulting from violations of the hereinabove provisions does not include penalties charged for any violations owed by the homeowner. Penalties under this provision shall have the same right of enforcement granted to the Association or Declarant under **Section 20. Enforcement and Severability** of these Covenants, Conditions and Restrictions for **Lost Lakes Phase III**.

(f) It shall be the responsibility of the property owner to insure full compliance with Items "a" - "f" above.

3. **BUILDING LOCATION**: No residence or building may be located nearer the front street or to a side street than the building setback line shown on the plat duly recorded with these Restrictions and Covenants. No residence or building may be located nearer than ten (10) feet to side interior property line. The purpose of the ten (10) feet sideline restriction is to provide adequate access to yard equipment, boat trailers, campers, etc. to be parked or stored in the rear yard as required in Article 7 - Vehicle Parking herein.

No lot shall be subdivided into a smaller lot or parcel, having less than 1.25 acres, and lots fronting cul-de-sacs shall not be subdivided unless each such proposed resubdivision receives prior approval of the Architectural Review Committee or Declarant, acting on its behalf. Any such resubdivision of a lot or lots must be approved in writing in advance by the Architectural Review Committee, and any resulting lots shall be responsible for common expense liabilities and receive common surpluses.

No lots shall be combined unless each such proposed resubdivision receives prior approval of the Architectural Review Committee or Declarant, acting on its behalf. Any such resubdivision of a lot or lots must be approved in writing in advance by the Architectural Review

Committee, and the sole resulting lot shall be responsible for common expense liabilities, receive common surpluses, and enjoy voting interests.

Generally, dwellings on corner and interior lots shall face the street with the lesser bordering dimension.

4. **ELEVATION**: On sloping lots where the building site elevation is lower than the street, it shall be the responsibility of the lot owner or builder to properly elevate, grade and drain the building site to prevent flash flooding or other drainage problems. No site work preparation shall be done that causes flash flooding or other drainage problems on adjoining lots. Declarant does not warrant soil conditions. Foundations for any residence constructed in **Lost Lakes Phase III** should be properly designed by builder, engineer or architect of homeowner's choice. The location of structure on the lot shall receive prior approval of the Architectural Review Committee. Parish regulations should be reviewed carefully for slab elevation requirements.

5. **LIVESTOCK AND POULTRY**: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and do not become a nuisance to adjacent property owners. All dogs must be kept in house, under fence or on leash at all times.

6. **TEMPORARY STRUCTURES**: No structures of a temporary character, trailer, camper, tent, shack, garage, barn or outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No Mobile homes, campers or house trailers shall be permitted. "Job Shack" metal or vinyl structures shall be permitted on site during construction upon receiving prior approval of Architectural Review Committee.

7. **VEHICLE PARKING:** Any and all vehicles, including boats, campers, motor homes, trailers, ATV's or similar vehicles must be parked or stored in the garage or may be kept in the rear or the side yard areas provided said yard is enclosed with a privacy fence prohibiting view of the rear or side yard area. No on-street, front yard or parking on the driveway of any such vehicles will be permitted. No abandoned vehicles, large trucks or buses shall be kept on the premises at any time. Trucks with tonnage in excess of one ton shall not be permitted to park on the streets, driveways or lots overnight, and no vehicle of any size, which normally transports inflammatory or explosive cargo, may be kept on the streets or property at any time.

8. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No work on or repairs of vehicles shall be allowed on the driveways, streets, side yards or vacant lots. No motorbikes, mini-bikes or such other motorized vehicles shall be used on the streets or subdivision area in violation of local laws or these planned community/subdivision ordinances, except that electric, motorized or solar powered golf carts and utility equipment vehicles used in maintenance functions within the planned community/subdivision shall be allowed on the streets of the planned community/subdivision. No pellet gun, BB gun or firearm shall be discharged or fired within the limits of this property. No oil, gas, gravel or any commercial operations of any kind shall be permitted. Window-mounted equipment (i.e. air conditioning) that is visible from other property shall be prohibited. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, or other purposes. Permanent or portable basketball goals are allowed in the back yard area only. Under no circumstances are basketball goals allowed to be attached

to residence or other structure in the front portion of any residence. No basketball goals, portable or permanent, will be allowed in front yard area. Temporary flagpoles suitable for attaching to a bracket on the front of the dwelling will be allowed. Permanent flagpoles are specifically prohibited. Playground equipment may be located in the *fenced* rear yard area only.

9. **GARBAGE, REFUSE DISPOSAL AND LOT MAINTENANCE:** No trash, garbage or other waste of any kind shall remain on the property except in closed sanitary containers until removed from the premises. Any equipment for the storage of such materials shall be kept in clean and sanitary condition. Garbage collection or holding areas shall be enclosed with screen, brick, vinyl or wood fencing. Each owner shall be responsible for the maintenance of his lot, including exterior and interior maintenance of his home and improvements. Equipment, garbage cans, woodpiles or storage areas shall be concealed from view of neighboring buildings, land and streets. All garbage containers will be left just outside the rear yard for pickup on the side of the house, unless garbage pickup service requires street-side pickup. All trash and garbage shall be secured in plastic tie-up bags and placed in garbage containers until picked up. Said garbage container shall not be placed for street-side pickup until one day prior to garbage collection and removed the same pick-up day back to rear yard or behind fencing.

10. **SIGNS, FENCES AND DRIVEWAYS:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than six (6) square feet advertising the property for sale or rent, or similar-sized signs used by the builder to advertise the property during the construction and sale period. No interior side yard fences shall be constructed or allowed to remain nearer any front street than the front corners of the residential structure. Side yard fences on corner lots facing a side street shall not be located any nearer the side street than the building

setback line as shown on the planned community/subdivision plat and shall not extend past the rear corner of the main dwelling. All fencing facing a street or road must be constructed of brick, stucco surfaced concrete blocks, vinyl, wrought iron or powder coated aluminum construction and not exceed eight (8) feet in height. Any interior fences may be constructed of same materials as above or wood. All fence gates providing view of rear yard must be solid to prevent view of yard area from street. Decorative see-through style fencing not to exceed forty-two (42") inches in height, as opposed to solid panel privacy fencing, may be installed in the front yard. Fences facing a street shall be constructed with finish side facing out and fence posts on the inside of fence. Interior fencing between lots can be constructed with finish side facing inward. A dog or pet kennel may be located in the rear yard provided yard area is enclosed by a privacy fence not less than six (6) feet in height to prevent view from street and adjacent property. All fences to be constructed must receive prior approval of the Architectural Review Committee. All dwellings must provide an asphalt, concrete, brick or tile driveway from the edge of any adjacent public street to the garage.

Private Drive – (Applicable to Lots 6, 7, 8, and 9 of Phase III Only): The owners of Lots 6, 7, 8, and 9 of Phase III shall access their properties by way of a private drive from Lost Lakes Bend. The owners of these lots shall share proportionally the maintenance of the private drive. Each year, the Homeowner's Association shall determine whether repairs/maintenance are needed with the Private Drive, and the Homeowner's Association shall obtain bids to rectify any needed maintenance and coordinate for the maintenance to be completed. The collection of each lot's proportional share of the maintenance expenses shall be collected under the terms of Section 20, hereinbelow.

In the event that any emergency repair of the Private Drive is needed, the Homeowner's Association shall obtain bids for the emergency repair and shall collect each owner's proportional share under the terms of Section 20, hereinbelow.

11. **OCCUPANCY AND RELOCATION OF BUILDINGS:**

No dwelling shall be occupied until such time as all interior and exterior work on the structure(s) has been substantially completed. Only construction of new buildings or additions thereto shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit.

12. **GARAGES:** No residence may be constructed with less than a 20-foot wide double garage. All garages, whether attached or detached, shall be constructed of the same or like materials as the main dwelling. All garages must be completely enclosed and shall have not less than an 18-foot wide garage door or double garage doors. All garage doors must remain closed except for ingress and egress by vehicles other than for temporary access for yard activities or work activity in the garage. Garage doors shall be operated by remote controls and constructed of wood, painted metal or fiberglass.

13. **WATER, SEWERAGE AND ELECTRICAL:** All plumbing, water, sewerage and electrical improvements shall comply with the Louisiana State Plumbing and Electrical Codes, applicable Department of Health standards and Ouachita Parish building ordinances.

14. **MAINTENANCE OF EXTERIOR GROUNDS:** Exterior grounds shall be defined for purposes of these covenants as being all portions of a lot excluding the actual building situated thereon. The exterior grounds of each lot, or the whole of vacant lots, shall be maintained by each individual property owner in a neat and well-kept

condition at all times. If, in the opinion of the Architectural Review Committee, any lot has not been maintained in a neat and well-kept condition, causing its appearance to detract from the general quality of the neighborhood, during or after construction, the Architectural Review Committee is hereby empowered to take the necessary action to properly maintain such lot and the owner shall reimburse the Committee for any monies expended as a result of said action. For purpose of continued enhancement of the planned community/subdivision neighborhood, Declarant or Homeowners' Association shall bushhog vacant lots sold until construction of residence is begun, the cost of which will be paid out of annual lot dues. For a period of two years after which cost of bushhogging and maintaining lot appearance will be reimbursed by lot owner to Declarant or Homeowners' Association and subject to fines and penalties in Section 20 (found herein below).

15. **UNDERGROUND BASEMENTS AND POOLS:**

Underground basements may be provided in conjunction with construction of the house but must comply with all applicable building codes. The construction of a swimming pool, pool house and necessary appurtenances will be allowed, provided prior approval is obtained from the Architectural Review Committee as to location on the lot and shall be in compliance with all applicable building codes. Above ground pools shall be located only in the rear yard provided rear yard is enclosed by a privacy fence not less than six (6) feet in height, prohibiting view of the back yard area, *upon* receiving prior approval of the Architectural Review Committee.

16. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five

(25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

17. **MAILBOXES:** In order to insure that all mailboxes in **Lost Lakes Phase III** are of like style and design, the developer will furnish and/or post-type mailboxes unless homeowners construct brick type mailboxes. Addresses must be put in the brick and not on mailbox door. Mailboxes on all lots in **Lost Lakes Phase III** shall be set in accordance with U. S. Postal Service requirements.

18. **OUTSIDE ANTENNAES AND OTHER DEVICES:** Location of any antennae, aerial, satellite dish or other communication devices must be approved in writing by the Architectural Review Committee, and upon such approval, be located in the rear yard of any lot and enclosed by a 6-foot privacy fence surrounding such device if device is in excess of 24 inches in diameter and height or smaller devices may be located on the rear portion of the roof structure and must comply with all applicable governmental regulations.

19. **LAKE COVE:** The bounds of Lake Cove are designated on the Plat of Survey for Phase III, and the ownership of Lake Cove shall be shared by the owners of Lots 2, 3, and 6 of Phase III, as shown on the Plat of Survey for Phase III. Content, operation, maintenance and use of Lake Cove shall be determined by Declarant and shall be subject to the following restrictive covenants:

- (1) Only electric trolling motors or electric powered motors shall be permitted and no boat exceeding 12 feet in length shall be allowed.
- (2) No boat, raft or water vehicle shall be allowed to make any waves or wake.
- (3) No pier or dock shall be allowed to extend into the lake more than 10 feet along the water's edge parallel to the bank. Boathouses or any other elevated structures are prohibited from being constructed on a pier or dock. All piers must have prior approval of the Homeowner's Association. Only creosote lumber, aluminum, concrete, concrete block, wolmanized treated or penta-treated lumber shall be used in the construction of piers, retainer walls or docks, which must receive prior approval of Architectural Review Committee.
- (4) No other permanent structure, pool house or other attached portion of any structure shall be located nearer the lake than twenty-five (25) feet from the rear property line unless receiving prior approval of the Architectural Review Committee.
- (5) No pumping water from the lakes for personal use or irrigation shall be permitted.
- (6) Perpetual maintenance of Lake Cove shall be the responsibility of the owners of Lots 2, 3, and 6 of Phase III, which shall have authority to assess annual or monthly fees deemed adequate to provide such maintenance as determined by Declarant or the owners of Lots 2, 3, and 6 of Phase III. Initial dues for owners of Lots 2, 3, and 6 of Phase III shall be \$200.00 per year for the maintenance of the levee and spillway. The owners of Lots 2, 3, and 6 of Phase III shall be responsible for the mowing and general maintenance of the lake boundaries within their individual lots. If costs exceed funds on hand, the cost of these repairs will be assessed equally among the owners of Lots 2, 3, and 6 of Phase III and shall be collected under the terms and provisions set forth in Section 20, hereinbelow.
- (7) The use of trotlines or fishing nets of any kind shall not be permitted in the lakes.
- (8) No all-terrain, recreational type vehicles or any vehicles of any kind shall be allowed on banks of lake or dam.
- (9) Riparian rights and access to private lake on the plat for Phase III are granted to the owners of Lots 2, 3, and 6 of Phase III as shown within their respective lots.
- (10) On Lots bordering the lake all side property line fences within twenty-five (25) feet of the lake's pool stage water level and any rear yard fences along the lake's pool stage shall be constructed of wrought iron, powder coated aluminum or vinyl in a design that does not obscure lateral sight view of the lake.

(11) Any docks, retainer walls, fencing or any other structures shall receive prior approval of the Declarant.

(12) No trees around perimeter of Lake Cove shall be cut or removed except in case of dead trees becoming a potential danger or safety hazard, and then only with prior approval of the Declarant or the unanimous consent of owners of Lots 2, 3, and 6 of Phase III, and no new trees shall be planted without prior approval of Declarant or the unanimous consent of the owners of Lots 2, 3, and 6 of Phase III. Cutting or clearing of underbrush around perimeter of Lake Cove shall be permitted, providing such function does not create potential for erosion or washing of lake banks.

20. **ENFORCEMENT AND SEVERABILITY:** The Homeowners' Association, Declarant, or any lot owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Declarant or any Owner to enforce any provision shall not be deemed a waiver of the right to do so thereafter. If the Association fails or refuses to enforce any of the rights under this Declaration, including without limitation the right to require all Owners to keep their lots and improvements thereon in good order and repair or the maintenance/repair provision set forth for a specific lot herein, Declarant shall have the right but not the obligation to act on behalf of the Association and shall have all rights and remedies permitted the Association, including but not limited to the right to assess the Owner for the Declarant's costs and to secure that charge in the same manner as an Individual Lot Assessment. Any and all costs, including but not limited to attorney's fees and court costs, which may be incurred by the Association or the Declarant in the enforcement of any of the provisions of this Declaration regardless of whether such enforcement requires judicial action, shall be assessed as an Individual Lot Assessment to the Owner against whom such action was taken. Any such out-of-pocket costs to the Declarant shall be reimbursed by the Homeowners' Association; and the Association shall exercise all rights

and authority granted in these Covenants, Conditions and Restrictions to collect said Assessment. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Penalties and Assessments for Violations of Restrictions and Covenants

Step 1: The Homeowners' Association will send a letter to the homeowner explaining the restriction he/she is in violation of. The homeowner is given ten (10) days to respond in writing to the Homeowners' Association. If in ten (10) days, the homeowner does not reply, the Homeowner' Association is empowered and authorized to proceed on to Step 2.

Step 2: When there is no response after ten (10) days, the Homeowners' Association will send a second letter to the homeowner explaining that a \$100.00 fine has been assessed against them. If the homeowner corrects the violation within forty-five (45) days, the fine is waived. If in forty-five (45) days, the violation is not corrected, the Homeowners' Association will move on to Step 3.

Step 3: The homeowner is sent a third letter explaining that he/she is still in violation of the Restrictions and Covenants, and a \$500.00 fine has been assessed against them. The homeowner is given forty-five (45) days to correct the violation. If the homeowner corrects the violation in forty-five (45) days, then the fine is reduced to \$250.00. If in forty-five (45) days the violation is not corrected, the Homeowners' Association will move on to the fourth and final step.

Step 4: The homeowner is sent the fourth and final letter explaining that they are still in violation, and a \$1,000.00 fine has been assessed against them. If the violation is corrected in forty-five (45) days, then the fine is reduced to \$500.00. If the violation extends beyond the 45 days, the Homeowners' Association or Declarant is empowered to file a lien against the homeowner's property, and lien will not be cancelled until all violations are corrected and all fines are paid.

Minor and Chronic Violations

The Homeowners' Association understands that some violations are more serious than others, and the lesser violations will be dealt with on an individual basis. Ex. The homeowner may just receive a phone call or a visit from the Homeowners' Association. However, small violations that continue to re-appear will be dealt with in accordance with the steps listed above.

21. **TERM AND AMENDMENT:** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten

(10) years. This Declaration may be amended at any time by an instrument in writing signed by Declarant, heirs, successors and assigns, and after all lots are sold by Declarant, then by owners holding two-thirds of the total voting power of the Association, which amendment shall become effective upon recordation in the public records of Ouachita Parish, Louisiana, provided, however:

(a) No amendment may modify rights of the Declarant without its written consent.

(b) Declarant specifically reserves the absolute and unconditional right, so long as it owns any Lot in **Lost Lakes Phase III** to amend this Declaration without the consent or joinder of any party (i) to conform to the requirements of the Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages, (ii) to conform to the requirements of institutional mortgage lenders, or title insurance companies, or (iii) to clarify the provisions herein.

(c) Should fence and entrance lighting be installed by the Declarant for use, enjoyment and safety of the lot owners in **Lost Lakes Phase III**. Declarant will pay for electrical costs and maintenance expense of such lighting out of Homeowners' Association Dues received by Declarant until the **Lost Lakes Phase III Homeowners' Association** assumes Declarant's responsibilities for such is formed. Lot owner assessments shall be \$150.00 per year and would require Declarant's approval to change such annual fee. At such time as sufficient funds are available, the homeowners' association shall reimburse Declarant for sums expended for costs of fence, entrance lighting, maintenance and other amenities where applicable; and the Homeowners' Association will then be responsible for such costs. A street lighting district in conjunction with development of Phase II under authority of the Ouachita Parish Police Jury, provides for costs of such street lighting to be billed on individual property tax notices for each lot in **Lost Lakes Phase III**.

22. ANNEXATION OF ADDITIONAL PROPERTY:

Declarant may annex additional properties to the Property subject to this Declaration, so that the Property and the additional property would be considered as a single property, subject to this Declaration and amendments and administered by the Association. Alternatively, it may be desirable to combine the Association with other similar associations within **Lost Lakes Phase III** (either by consolidation or merger) so that the resulting single Association would administer two or more properties, each of which would be subject to separate Declaration of Covenants,

Conditions and Restrictions. In the event of such annexation, consolidation, or merger, Declarant shall have the right to change the name of the Association or the Declaration or both to more accurately reflect the interest and purpose of the resulting Association or Property. Declarant's right to annex property specifically includes the right (but not the obligation) to contribute additional Common Elements or easement rights contiguous with the Property, or with a reasonable relationship to the Property.

In the event that the annexation of any properties is ever contemplated, the Declarant shall establish an amendment to these Covenants, prior to said annexation, which shall set forth the re-allocation of the common expense liabilities and common surpluses for the annexed properties.

23. **NOTICES.** Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Lot and, if different, to the last known address of the person who appears as Owner of such Lot as that address is stated on the records of the Association at the time of such mailing. It shall be the responsibility of the owner selling his lot or residence to advise the new buyer of these restrictions, covenants and conditions and to provide the buyer a copy of the restrictions, covenants and conditions along with any amendments thereto.

24. **ACTION WITH MEETING; TELEPHONE CONFERENCES:** Any action required under this Declaration to be taken by vote or assent of the Members may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of the requisite percentage of the Membership. Any

action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association. Members present by telephone conference shall be considered as present at a meeting for the purposes of a quorum, and may vote in any matters presented for a vote of the membership.

25. **GENDER AND NUMBER.** The singular shall include the plural, wherever the context so requires, and necessary grammatical changes required to make the provisions of this Declaration apply either to individuals, corporations or other entities, masculine or feminine, shall in all cases be assumed as though in each case fully expressed.

GENERAL PROVISIONS

HOMEOWNERS' ASSOCIATION: Upon approval of the Declarant, its heirs, successors or assigns the owners of lots in **Lost Lakes Phase III** may form a Homeowners' Association, provided articles, by-laws, stated purpose and activities of the association are not in conflict with any provision of these building restrictions and covenants, and are approved in writing by the Declarant, its heirs, successors or assigns in exercising its authority to govern future construction and administer rules and regulations for use and enjoyment of the planned community/subdivision as set forth hereinabove, and shall comply with the provisions of La. R.S. 9:1141.1 et seq. At such time as it may determine, the Declarant, its heirs, successors or assigns, in its sole discretion, may transfer the authority and rights granted herein to a duly formed homeowners' association.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses and me, Notary Public, in my office in Ouachita Parish, Louisiana, after

reading of the whole, on this 10th day of March, 2025.

WITNESSES:

Macy Wilkitt
Macy Wilkitt

Tonya J. Higginbotham
TONYA J. HIGGINBOTHAM

LOST LAKES, L.L.C.
DECLARANT

BY: Thomas A. Sanders III
Thomas A. Sanders, III,
Managing Member

BY: Jeri E. Sanders Watson
Jeri E. Sanders Watson
Member

Sandra H. Reeves
Sandra H. Reeves Notary Public
Louisiana Notary I. D. No. 017072