



Third Filing  
(The WaterFront Sanctuary)

**Acts of Restrictions**

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**Architectural Review Procedures**

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**Builder Regulations**

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**Directory of Agencies and Services**

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# ACT OF RESTRICTIONS FOR WATERFRONT EAST, THIRD FILING

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**ACT OF RESTRICTIONS  
FOR  
WATERFRONT EAST, THIRD FILING**

BE IT KNOWN, that on this 10th day of January, 2006, before me, Linda S. Melancon, a Notary Public, duly commissioned and qualified in and for the Parish of Ascension, Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

**BLIND RIVER PROPERTIES, INC.**, a Louisiana corporation, organized and existing under the laws of the State of Louisiana, represented herein by W. Dale Martin, duly authorized pursuant to a resolution of the Board of Directors of said corporation, on file and of record in the office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana; herein referred to as “Appearer” or “Developer”;

Who after first being duly sworn, did depose and state:

Appearer is the Owner and Developer of the real property hereinafter described, and by this act, imposes upon the property the building restrictions, conditions, liens and servitudes hereinafter set forth.

1. DEFINITIONS

- 1.1 **Association.** The term “the Association” as used in these restrictions shall mean and refer to the WaterFront East Homeowners’ Association, Inc.
- 1.2 **Committee.** The term “Committee” or “ARC” as used in these restrictions shall mean and refer to the Architectural Review Committee of WaterFront East.
- 1.3 **Common Properties.** “Common Properties” or “Common Property” shall mean and refer to those tracts of land, together with any improvements thereon, which are actually and specifically dedicated, deeded or leased to the Homeowner’s Association, or tracts of land or improvements which the Homeowner’s Association undertakes to maintain.
- 1.4 **Lot.** The term “Lot” as used in these restrictions shall mean and refer to any plots of land designated as Lot 132 and Lots 134 through 184, as shown on the official final plat of the Property.
- 1.5 **Owner.** The term “Owner” as used in these restrictions shall mean and refer to the record owner, whether one or more persons or entities, of the 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 by foreclosure or any proceeding or act in lieu of foreclosure.
- 1.6 **Member.** The term “Member” shall mean and refer to all those Owners who may be designated Members of the Association as provided in Article 4.2(A) hereof.



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- 1.7 **Developer or Appearer.** The term “Developer” or “Appearer” shall mean and refer to Blind River Properties, Inc. a Louisiana Corporation. Wherever the term Developer or Appearer is used in this Declaration, it shall be deemed to include Developer’s successors and assigns.

## 2. PURPOSE

The purpose hereof is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in the community. The real property described herein is hereby subjected to the covenants, restrictions, conditions, reservations, liens and charges set out to insure the best use and most appropriate development and improvement of each building site thereof; to protect the Owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practical, 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 building sites; to secure and maintain property setbacks from abutting properties; and, in general, to provide adequately for quality improvements of the property and thereby enhance the values of investments made by purchasers of building sites therein.

## 3. THE PROPERTY

- 3.1 The real property owned by Appearer and referred to herein is described as follows, and is subject to the covenants, conditions and restrictions set out herein:

Lot 132 and Lots 134 through 184, WaterFront East Subdivision, Third Filing located in sections 27, 28 and 29, T9S-R5E Livingston Parish, Louisiana for Blind River Properties, Inc., as those lots are shown on a plat entitled “Final Plat of WaterFront East, Second and Third Filing” which plat was prepared by Alvin Fairburn & Associates, dated November 18, 2005 and filed November 28, 2005 in book 54, pages 317 and 318, File Nos. 593466 and 593467 in the official records of Livingston Parish, Louisiana and all streets, servitudes and rights of way shown on the plat and all other Common Property.

- 3.2 The property and all other portions thereof shall be conveyed, transferred and sold by any record 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.



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#### 4. IMPROVEMENT RESTRICTIONS

##### 4.1 ARCHITECTURAL REVIEW COMMITTEE

###### A. Committee Membership

There was previously created the WaterFront East Architectural Review Committee, which is composed of not more than four (4) representatives appointed by the Developer, who, by a majority vote, may designate one or more representatives to act for them (the term “Architectural Review Committee” or “Committee” as used herein shall refer to the individuals referenced above, their assignee(s) as permitted herein, or the Committee's designated representative(s)). In the event of death or resignation of any member or members of the Architectural Review Committee, the Developer shall appoint a successor member or members, and until such successor member or members shall have been appointed, the remaining member or members shall have the full right, authority and power to carry out the functions of the Architectural Review Committee as provided herein, or to designate a representative with like right, authority and power. The WaterFront East Architectural Review Committee shall govern all lots affected by these restrictions, along with all lots affected by the restrictions for Waterfront East, First Filing, and Waterfront East, Second Filing Subdivisions.

###### B. Transfer of Authority to Homeowners’ Association

On the date occurring ten (10) years from the date these Restrictions are filed, or such earlier date as may be chosen by the Developer, the duties, rights, power and authority of two (2) members of the Architectural Review Committee constituted hereby shall be assigned to the Homeowners’ Association, or if the Homeowners’ Association has been dissolved or liquidated, then to the record individual Lot Owners other than the Developer chosen by a majority vote of the individual Lot Owners to represent them. From and after the date of such assignment, the Homeowners’ Association, or if no Homeowners’ Association, then to the majority vote of the individual Lot Owners other than the Developer, shall have the full right, authority and power and shall be obligated to perform the functions of two (2) members of the Architectural Review Committee as provided herein.

###### C. Duties

1) General: All planning, design and construction on lots affected by these restrictions in WaterFront East, Third Filing, including exterior ancillary buildings and site improvements, shall be made in conformance with the Architectural Review Committee's Development/Design Guidelines and procedures established therein. Notwithstanding any provisions herein to the contrary, no covenant, provision or other restriction in this Act of Restrictions may be amended, deleted or altered in any way except upon the approval of the Committee.



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- 2) Plan Review: The Committee shall review for approval all plans and specifications for new construction, landscaping and for alterations, additions or remodeling of existing structures, including exterior site improvements such as fences, boathouses, swimming pools, decks and other improvements in accordance with the established guidelines. The Committee shall have full power and authority to reject any plans and specifications:
- (a) that do not comply with the restrictions herein imposed or do not meet the minimum structural and mechanical standards and requirements of *The Architectural Review Committee Procedures*; or
  - (b) that might not be compatible, in the sole discretion of the Committee, with the design or overall character and aesthetics of the Property or the harmony of external design, color schemes or location in relation to property lines, building lines, servitudes, grades, surrounding structures, walks and topography.
- 3) Enforcement: The Committee, with the assistance and direction of the Board of Directors of WaterFront East Homeowners' Association, Inc., shall be responsible for enforcing these restrictions. The Committee (or its successor) shall give written notice to each Lot Owner at his last address registered with the Homeowners' Association of any violation(s) of these Restrictions, and such Lot Owner shall have ten (10) days from the receipt of such notice to correct or to enter into an agreement with the Committee to correct such violation(s) except that any Lot Owner in violation of paragraph 4.1(C)(4) shall have only five (5) days to remedy a violation of that restriction. In the event a Lot Owner does not cure such violation(s) within the period allowed, or fails to meet the conditions of any agreement entered into, the Committee may:
- (a) file suit to enjoin or restrain continued violations of these Restrictions;
  - (b) file suit to require specific performance to enforce compliance with these Restrictions;
  - (c) file suit to recover damages for violations of these Restrictions; and/or
  - (d) record a privilege against any Lot owned by a defaulting Lot Owner and then file suit to collect all amounts owed it and to enforce any privilege filed by the Committee.





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- 4) In the event a Lot Owner does not properly maintain his Lot or residence in accordance herewith, including but not limited to provisions of paragraph 6.9 of these Restrictions, the Committee or its employees, contractors or agents shall have the right to go upon such Lot, whether or not the Improvements have been constructed, to eliminate nuisance conditions, to cause the Lot to be cleaned and mowed and to have the grass, weeds, vegetation and shrubbery cut, or to do anything necessary to maintain the aesthetic standards of such Lot when and as often as may be necessary in its judgment to maintain the Lot in the condition required by these Restrictions without the necessity of giving notice to such Lot Owner and at the sole cost, risk, and expense of the Lot Owner violating these Restrictions. Each defaulting Lot Owner shall be personally liable and responsible for all costs and expenses, including but not limited to attorney's fees, incurred by the Architectural Review Committee or the Homeowners' Association in maintaining such Lot and collecting the amounts owed by such defaulting Lot Owner. Each defaulting Lot Owner agrees that the Committee or Homeowners' Association shall be reimbursed for the cost and expenses incurred as a result of a violation of those restrictions, plus a service fee of 100% of those costs and expenses.
  - 5) The Architectural Review Committee shall also have the authority to enforce Builder and Construction regulations published by the Committee. Violations of these regulations will be reported to the Lot Owner and must be remedied by the Lot Owner immediately upon notification. In the event corrective action is required to remedy a violation or repair damage to streets, landscaping, signs or other common property resulting from a violation of the regulations, the owner shall have five (5) working days from receipt of notice of violation to repair such damage or remedy such violation. Receipt shall be deemed to have occurred three (3) days after mailing of said notice to the Lot Owner at his last known address on file with the Association. If the damage is not repaired or the violation is not remedied, the Committee may have the repair made or the violation remedied and the cost of such repair or remedy, plus a service fee of 100% of the cost, will be billed to the Lot Owner.
  - 6) The failure of the Committee to enforce any restriction, covenant, and/or condition herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction, covenant, or condition. Additionally, the Committee shall not have any personal liability or responsibility for enforcing or failing to enforce any restriction, covenant and/or condition herein contained.



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## 4.2 HOMEOWNERS' ASSOCIATION

### A. Homeowners' Association.

In accordance with the provisions of La. R.S. 9:1141.2 *et seq.*, Appearer, has previously created the WATERFRONT EAST HOMEOWNERS' ASSOCIATION, INC. (hereinafter the "Homeowners' Association"), which is a Louisiana Nonprofit Corporation created under the provisions of La. R.S. 12:201 *et seq.* Upon the purchase of a Lot affected by these restrictions, a Lot Owner will become a member of the Homeowners' Association and will be obligated to pay Homeowners' Association dues. The Bylaws and Articles of Incorporation of the Homeowners' Association shall govern the rights of a member of the Homeowners' Association.

### B. Duties

The Homeowners' Association will:

- 1) maintain and oversee the maintenance of commonly owned properties, streets, utilities and services (not transferred to legal regulatory bodies or entities) located within the areas affected by these restrictions and will be responsible for the maintenance, mowing and landscaping of common areas located within the development; and
- 2) assist the Committee in policing these Restrictions and the ordinances of the Parish of Livingston, as applicable, including but not limited to enforcing the requirements of Section 6.
- 3) provide such other services as the Board of Directors decides are related to the aesthetics of the Property.

### C. Dues

All Lot Owners, other than the Appearer, will be assessed annual dues in the amount of Eight Hundred Dollars (\$800.00), to pay for the activities of the Homeowners' Association as determined by the Board of Directors of the Homeowners' Association. These dues will become due and payable on June 1<sup>st</sup> of every year. Dues for the first year shall be paid by the lot purchaser at closing, and shall be prorated for the year. Dues may be increased or reduced at the annual meeting of the Homeowners' Association or at a special meeting called for such purpose all in accordance with the Bylaws of the Homeowners' Association. The Homeowners' Association may levy an assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, installation, repair or replacement of any capital improvement upon any Common Properties, provided that any such assessment shall have the assent of fifty-one percent (51%) of the total number of votes of the Members 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 Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The Appearer shall not be obligated to pay any dues on lots owned by the Appearer, but shall



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be entitled to one vote per Lot owned in matters before the Homeowners' Association. Lots purchased by licensed contractors for the purpose of constructing residences thereon and thereafter offering same for sale to the general public shall be exempt from dues until the earlier to occur of one (1) year from the date the Lot is conveyed to the contractor or the date of the issuance of a certificate of occupancy for the residence constructed upon the lot.

5. **PRIVILEGE AND LIEN RIGHTS**

As security for the failure of any Lot Owner to pay any dues, charges or expenses imposed by the Committee and/or the Homeowners' Association, including those charges imposed in Section 4.1-C(4) and (5), Appearer, the Committee, the Homeowners' Association or any other person(s) authorized by law, may impose and file in the mortgage records of the Parish where the Lot is located, a privilege upon the Lot as authorized by La. R.S. 9:1145, et seq. Said privilege shall include, but not be limited to, the actual charge or fee owed, interest upon that charge or fee at the legal rate, and attorney's fees incurred in filing the privilege and filing suit to enforce that privilege if necessary.

6. **GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS**

6.1 **Single Family Residential Purposes**

All improvements constructed on any of the Lots affected by these restrictions shall be used solely for single family residential purposes. No Lot Owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence. However, the foregoing shall not be interpreted to prohibit a personal office being located within the residence or the construction of a separate structure to be used as a guesthouse. Any guesthouse must be used solely for private purposes and no rent shall be charged for occupancy of the guesthouse. A guesthouse shall not exceed one thousand (1,000) square feet of living space and its utility connections must be common with the main residence. The use of Lots for other forms of residential use or for commercial, institutional, medical, retail, religious or storage uses of any kind is strictly prohibited. However, the Appearer may establish and maintain a sales management or construction office on any Lot or Lots as deemed necessary by Appearer.

6.2 **Approval Required by the Committee Prior to Construction.**

No residence, building, fence, deck, boathouse, swimming pool or other structure shall be erected, placed or altered on any Lot affected by these restrictions until the proposed building plans, specifications, exterior color and finish plot plan, (showing proposed location of such building or structure, drives and parking areas) has been approved in writing by the Committee, its successors or assigns. Refusal of approved plans, location or specifications may be based by the Committee upon any grounds, including purely aesthetic



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reasons, which in its sole and uncontrolled discretion the Committee shall deem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval of the Committee. Should construction of a prospective residence, building or other structure not be commenced within six (6) months after approval by the Architectural Review Committee, and be pursued diligently thereafter, or should construction not be completed within twelve (12) months after the approval, then the approval of the Architectural Review Committee shall be automatically withdrawn unless the owner applies for and is granted an extension by the Committee. At the discretion of the Committee, a Lot Owner may be required to place with the Homeowners' Association a security deposit in the minimum amount of \$1,000 per construction project to ensure that the Builder and Construction Regulations published by the Committee are enforced. Upon completion of the project, the deposit, less the cost and service charges of any clean-up or repair expenses attributable to violations of the Builder and Construction Regulations will be returned to the Lot Owner.

### 6.3 Temporary Structures

No structure of a temporary character, trailer or mobile, modular or prefabricated home shall be placed on any Lot, and no house, garage or other structure appurtenant thereto shall be moved upon any Lot from another location; provided however, a temporary structure may be placed on any Lot by Appearer as a sales, management, or construction office. A guest house as described in Paragraph 6.1 or an out building as described in paragraph 6.25(D) may be constructed prior to construction of the main residence if approved by the Committee as a part of a master plan for development of the Lot. The primary residential structure must be completed within three (3) years of completion of the guesthouse or out building.

### 6.4 Servitudes

A. Utility Servitude: There is hereby reserved in favor of Appearer a fifteen (15') feet wide servitude across the front (road accessed side) of each Lot coterminous with the street for drainage, water, sewer, telephones, cable, electrical, gas or other utilities, whether provided or not. It is expressly provided that Appearer, its successors and assigns, shall have the right to grant additional servitudes for passage, ingress, egress, utilities and/or other purposes in, on, over, under and across this 15' wide servitude, to such entities, properties and/or persons as it shall determine, which such grantees have the right to use and enjoy the 15' servitude in addition to and together with the grantees of the servitudes hereinabove established and without hindrance from said grantees, regardless of when their rights shall be recorded. It is understood that other servitudes, such as servitudes for utilities, have been or will be granted which affect the 15' servitude. The surface of servitude access for underground utilities may be used for landscaping. However, neither the Appearer nor any supplier of any utilities or service using any servitude area shall be liable to any Lot Owner



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for any damage done by them, or their respective agents, employees, servants or assigns, to any landscaping located on such servitude as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such servitude area.

**B. Servitude of Passage**

There was previously created a servitude of passage in that certain document entitled “Servitude by Destination of Owner,” which document is recorded at File No. \_\_\_\_\_ of the office of the clerk and recorder for Livingston Parish, Louisiana and which servitude affects each lot covered by these restrictions. The servitude referenced herein is subject to such terms and conditions as are found in the document creating it.

**6.5 Nuisance**

No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or other Lot Owners.

**6.6 Signs**

No signs of any kind, including political issue or candidate signs, shall be displayed to the public view from the street or canal side on any Lot, except a Lot Owner may display two (2) professionally made signs not to exceed dimensions of 24 inches by 36 inches on a Lot (one on road side and one on canal side) to advertise the Lot and/or residence for sale. Contractors and their sub-contractors may place signs, not to exceed 24 inches by 36 inches on any Lot during construction of a residence, boathouse, swimming pool or other structure but these signs shall be removed upon the completion of the improvements. Lot Owners will place no signs of any kind at the entrance to the WaterFront subdivisions. This limitation on signage shall not apply to the Developer of the subdivision during the course of its development.

**6.7 Re-Subdivision of Lots**

Re-subdivision of Lots to vary from the layouts indicated on the recorded plat developed by the Appearer is prohibited without the express written approval of the Architectural Review Committee. The owner of two contiguous lots may clear and level the Conservation area in the center of the two lots upon approval of the master plan for development of the lots by the Committee. Once approved by the Committee the owner of the lots must file to re-plat the lots with Livingston Parish to form one lot which shall be bound by these restrictions.

**6.8 Garbage and Refuse Storage and Disposal**

All Lots and improvements located thereon shall at all times be kept in a healthful, sanitary and attractive condition. No Lot, including Conservation Areas, shall be used or maintained as a dumping ground for garbage, trash,



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junk or other waste matter including grass clippings or other yard waste. All trash, garbage, or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials with tightly-fitting lids, and shall be maintained in a clean and sanitary condition and screened from the street or adjacent property. Other than for the construction of improvements, no Lot shall be used for open storage of any materials or equipment except for normal residential requirements. New building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay. Upon completion of the improvements, all construction materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned or buried on any Lot during or after construction. Any debris, including concrete from wash out of delivery trucks, found in Conservation Areas may be removed by the Committee without notice and billed to the Lot Owner to whom the concrete was delivered.

#### **6.9 Lot Maintenance**

All Lot Owners shall at all times: Keep all weeds, grass and landscaping located on their lot cut in a sanitary, healthful and attractive manner; maintain all improvements in a sanitary, healthful and attractive manner; and not permit the accumulation of garbage, trash or rubbish of any kind on any Lot. All Lots, including but not limited to vacant Lots, shall at all times be mowed so the grass shall be at a height of not greater than eight (8") inches. Should a Lot Owner rent or lease the premises built upon their Lot, the Lot Owner of record shall still be responsible for all upkeep required by this section. This article does not apply to the Conservation Area portion of lots.

#### **6.10 Drilling and Mining Operations**

No drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

#### **6.11 Parking**

Except as provided herein, no boats, recreational vehicles or trailers of any kind, or parts or appurtenances may be kept, stored, repaired or maintained on any street or on any portion of a Lot nearer to the street than the minimum building setback line. Recreational vehicles may be stored no closer than seventy-five (75') feet from Waterfront East Drive or be housed completely within an enclosed structure. In no event shall they be kept, stored, repaired, or maintained in any manner that would detract from the appearance of both the individual Lot and the Development. Temporary parking of recreational vehicles shall be allowed if full electrical, sewer and water hook-ups are





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provided. Such temporary parking shall not exceed ninety (90) days per year. The recreational vehicle hook-ups shall not be located on any lot nearer than twenty-five (25') feet from the southern boundary line of WaterFront East Drive. The Architectural Review Committee at its discretion may prohibit any recreational vehicle from temporary or permanent parking based solely on aesthetics. Each Lot Owner shall provide for permanent parking of its vehicles, including any recreational vehicles temporarily parked on a lot, within the bounds of the Lot. No vehicle owned by a Lot Owner or occupant shall be parked on the street for an extended period of time. Parking on the North side of WaterFront East Drive is not allowed at any time, including during construction. Fines of up to \$100 per vehicle per offense may be assessed against the Lot Owner by the Sheriff for repeated offenses. All such fines shall be paid to the Homeowners' Association.

**6.12 Animals**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. No pet will be allowed to make an unreasonable amount of noise or to become a nuisance.

**6.13 Fencing**

A. Design and Material.

No fence shall be constructed on any Lot without first obtaining written approval of the Architectural Review Committee. Chain link, wire or unfinished concrete blocks or other unsightly fencing is prohibited. Fence designs of heavy timber, board-on-board, wrought iron, stucco and similar construction will be considered acceptable, subject to the Architectural Review Committee's approval.

B. Setbacks and Height.

Fencing may be installed along the street side of the Lot with a maximum height of six (6') feet. No fence shall be nearer the street than the front setback line. Fencing may be installed on side lot lines to a height not to exceed six (6') feet. Side fencing must be located no closer than thirty-five (35') feet to the side lot line.

**6.14 Exterior Materials**

Brick, stucco and concrete barrier board (such as Hardiplank) are approved exterior building materials subject to Committee approval for color and quality. Vinyl trim may be used on eaves and accent walls. However, walls with vinyl covering may not exceed twenty-five (25%) of the exterior wall surface. Other exterior materials may be submitted for Committee review.



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**6.15 Fireplace Flues/Chimneys and Roof Vents**

Fireplace flues and chimneys shall be covered with the same materials as used on the exterior of the residence, except they may be brick masonry though the residence exterior is not. Exposed metal flues are prohibited. All fireplaces shall have chimney caps. All roof vents will be painted to match the surrounding roofing material and may not be located on a roof sloping to the street.

**6.16 Satellite Dishes and Antenna**

No television antenna, radio antenna (receiver or sender) or other similar device shall be mounted on the roof or exterior walls of any residential or ancillary structure, except a satellite/TV dish of 18-inch diameter or less. Placement of all dishes shall require Architectural Review Committee approval. However, Appearer may install a radio antenna on any structure used as an office during development.

**6.17 Mailboxes, Flagpoles and Statues**

All mailboxes will be housed in the post office building. No other mailbox structures or newspaper boxes shall be allowed. Flagpoles, statues and other yard ornaments must be approved by the Architectural Review Committee prior to installation and may be disapproved for any reason, including purely aesthetic reasons. However, the United States and State of Louisiana flags may be displayed without Committee approval.

**6.18 Landscaping**

Each Lot Owner is responsible for landscape improvements on their Lot, to consist of:

A. Trees

Native species from the Appendix A are allowed.

B. Shrubs.

The owner must plant a minimum of twenty (20) shrubs (3 gallon size) of which at least 50% are to be planted in the front yard. The Committee may alter this requirement depending on size of material and overall appearance.

C. Drainage.

The drainage of the street side of all Lots is designed to allow excess water to drain onto the street. In order to maintain the integrity of the drainage system and the stability of the roadbed, a Lot Owner must completely sod from the streets' edge to the front setback as soon as practical but not later than occupancy of the residence. Sod will be installed at such height, relative to street surface, so as to allow water to drain from the Lot onto the road surface and to prevent water from standing on the Lot.





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D. Timing.

All required landscaping, with the exception of where specifically stated otherwise herein, must be completed within thirty (30) days of residence occupancy or completion, whichever occurs first.

E. Materials.

The recommended Plant Material list attached as appendix A contains suggested plant material. These materials are compatible with the regional climate. Other trees, shrubs and ground covers not listed in appendix A may be used with the approval of the Architectural Review Committee.

**6.19 Exterior or Flood Lighting**

Exterior, flood, pool, patio or landscape lighting must not infringe upon adjacent Lots. All accent lighting should be direct task type fixtures and should be as close to grade as possible.

**6.20 Roofs**

All residential roof materials (i.e., material, style, color, texture and layout) shall be submitted for architectural review and approval prior to commencing construction. Roofing material must have a minimum of a thirty (30) year life. The minimum roof pitch for the main roof structure of any residence shall have a vertical rise of at least six (6") inches for each twelve (12") inches in horizontal run, unless otherwise approved by the Committee.

**6.21 Recreational Equipment**

No basketball goals, gym sets, swings, or other recreational equipment, shall be installed on or beyond the front facade of any residence or within the front yard setbacks.

**6.22 Setback**

No exterior wall or structural component of residential construction shall be located on any Lot nearer than twenty-five (25') feet from the Southern boundary line of WaterFront East Drive. No exterior wall or structural component of residential construction shall be located nearer than thirty-five (35') feet from any side lot line affected by these restrictions. No exterior wall or other structural component of residential buildings shall be located nearer than twenty (20') feet from the rear (water side) property line. All setbacks include projecting features such as porches, canopies and the like. Structures, other than residential, may be located to the rear lot line. The Architectural Review Committee may grant waivers or variations to these requirements that, in the sole discretion of the Committee, does not adversely affect the overall aesthetics of the Development.

**6.23 Conservation Areas**

Each lot shall contain two Conservation Areas, which are hereby protected by these restrictions.



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The first area shall include that portion of the lot, which lies north of WaterFront East Drive. It is the intent of this restriction that this area be left in its natural state with the following exceptions. Underbrush, which may grow along the roadway shoulder, may be removed in order to maintain an unobstructed view from the roadway. Further, Lot Owners may build walkways, gazebos or wildlife viewing areas with approval of the Architectural Review Committee. Any construction in the Conservation Area must be accomplished without mechanical equipment with rubber tires or tracks and must comply with U.S. Army Corp of Engineers and Louisiana Department of Natural Resource guidelines, rules and regulations.

The second area shall be that portion of the Lot thirty-five (35) feet from the east and west lot boundary extending twelve (12) feet north of the boathouse or from the water's edge if no boathouse, to the south boundary of the utility easement, as that Conservation Area is shown on the final plat of Waterfront East, Third Filing. The property lying within this Conservation Area shall be allowed to remain in its natural state to provide privacy for adjoining property owners and a haven for wildlife. No cutting of trees, underbrush or grass is allowed within this Conservation Area without written permission from the Architectural Review Committee. However, grass within the Conservation Area may be mowed and maintained if it is contiguous with the building pad portion of the lot and at the same elevation as the building pad (not sloped). Owners may, with approval of the Architectural Review Committee, plant shrubs and/or ground cover on the sloped portion of this Conservation Area.

#### **6.24 Residence Size and Floor Elevation**

Residences shall have a minimum of twenty-two hundred (2,200) square feet of heated and cooled living area. However, five hundred (500) square feet in a separate guesthouse may be included as part of the twenty-two hundred (2,200) square foot minimum. In the event a residence to be erected on a lot shall contain more than one story, a minimum of one thousand (1,000) square feet of heated and cooled living area is required on the ground floor unless otherwise approved by the Architectural Review Committee. Ceiling heights in the living area of residences shall be a minimum of nine (9') feet above finished floor. The first floor shall be set no lower than nine and one-half (9½) foot elevation as measured from benchmarks provided.

#### **6.25 Boathouses, Docks and Out Buildings**

##### **A. Dimension**

Boathouses are constructed by the Appearer for each lot and may not be modified without permission of the Architectural Review Committee.

##### **B. Location**

Docks shall not extend more than twelve (12') feet beyond the alignment of the permitted bulkhead (out into the Amite River Diversion Canal) and may



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extend from the boathouse to the end of the east-west bulkhead, but must end before the bulkhead makes a 45 degree turn toward the Conservation Area.

C. Storage.

Enclosed storage buildings attached to or made a part of the boathouse are prohibited. Dock storage boxes not exceeding six feet long, four feet wide and three feet high are permitted.

D. Outbuildings

Outbuildings from the main residence may be constructed for recreational vehicle storage, workshops, storage or boat parking. Such outbuildings must be constructed on the same side of the Lot as the boathouse, be compatible in design and colors with the main residence and not exceed two thousand (2,000) square feet under roof.

## 6.26 **Garages and Driveways**

A. Limits.

Upon the completion of construction of an out building and prior to occupancy of a residential structure, including a guesthouse, each Lot shall have sufficient off-street parking consisting of a hard surfaced parking apron of a width sufficient to accommodate two (2) automobiles. The primary residence must have at a minimum a one (1) car garage and a hard surfaced parking apron of a width sufficient to accommodate two (2) automobiles. Asphalt driveways are permitted. Garages must be equipped with overhead doors, which must remain closed except when in use.

B. Setback.

No driveways, sidewalks or deck areas shall be located nearer than thirty-five (35') feet to any side Lot line. Driveways shall be a minimum width of ten (10') feet. If a garage is front loading, the driveway width shall be equal to or greater than the width of the garage opening.

## 6.27 **Swimming Pools**

Swimming pools are permitted only on the water-side of Lots and must be no closer than twenty (20) feet from the bulkhead. Above ground swimming pools for temporary use are permitted.

## 6.28 **Term and Amendment of Restrictions**

These covenants 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 the date these covenants are recorded. After the initial twenty-five (25) year term, these covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then lot owners shall have been recorded agreeing to change said covenants in whole or



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in part. Notwithstanding the foregoing, these restrictions may be amended in whole or in part at any time by an instrument signed by the owners of seventy-five percent (75%) of the lots in Waterfront East, Third Filing, subject to the approval of the Architectural Review Committee as required in Article 4.1.

**6.29 Severability**

Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in these Restrictions, or any part hereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force.

**6.30 Governing Law**

These Restrictions are a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Louisiana.

THUS DONE AND PASSED, in my office in Prairieville, Ascension Parish, Louisiana on the day, month and year first written above and in the presence of the undersigned, good and competent witnesses, who hereunto sign their names with the said Appearer and me, Notary, after reading the whole.

WITNESSES:

**BLIND RIVER  
PROPERTIES, INC.**

\_\_\_\_\_  
Printed Name

BY: \_\_\_\_\_  
W. Dale Martin, President

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Linda S. Melancon  
NOTARY PUBLIC



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## Appendix A

### Recommended Plant Material

#### **TREES**

##### Large

Live Oak  
Willow Oak  
Southern Red Oak  
Cherry Bark Oak  
Cypress

##### Medium

River Birch	Savannah Holly
Swamp Red Maple	American Holly
Bradford Pear	Weeping willow
Silver Maple	Sweet Bay Magnolia
Drake Elm	Green Ash

##### Small

Crepe Myrtle	Oriental Magnolia
Yaupon Holly	Cherry Laurel
Sweet Olive	Wax Myrtle
Parasol Tree	Southern Crabapple
Japanese Maple	Purple Leaf Plum

#### **SHRUBS**

Boxwood	Hollies	Nandina
Eleagnus	Red Tip Photinia	Spirea
Pittosporum	Indian Hawthorne	Mahonia
Philodendron	Pyracantha	Banana
Hydrangea	Dwarf Azalea	Azalea
Camellia	Gardenia	Sago Palm
Ligustrum	Abelia	Fatsia

#### **VINES**

Caroline Yellow Jasmine	Confederate Jasmine
Wisteria	Fig vine
English Ivy	

#### **GROUND COVERS**

Liriope	Asian Jasmine	Ajuga
Monkey Grass	Blue Pacific Juniper	Aspidistra
Louisiana Iris	Wood Fern	Ardesia
Daylillies	Indigo	

#### **GRASS**

Centipede	Bermuda	St. Augustine
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# Architectural Review Committee

## Procedures and Forms

The authority of the WaterFront East Architectural Review Committee is based on the Act of Restrictions for WaterFront East, Third Filing as filed in Livingston Parish. Hereinafter, the WaterFront East Architectural Review Committee is referred to as the “ARC” or the “Committee”.

### Introduction

The design and building of your home in WaterFront East should be an exciting and pleasurable experience. We welcome you to the neighborhood and look forward to working with you to bring your dream to reality.

Land use restrictive covenants have been recorded in Livingston Parish to insure that uniform development of the community will take place. **All purchasers of lots in WaterFront East sign deeds that include these covenants.** Since covenants run with the land, all property in WaterFront East is covered, thereby assuring valuable protection for all owners. We encourage you to share the Acts of Restriction with your architect, designer or builder as the first step in your development process.

It is the intent of the ARC to coordinate and encourage architectural diversity and quality within the community while protecting and preserving the natural beauty of WaterFront East. The committee may exercise its authority to reject designs for purely aesthetic considerations and failure to blend into and complement the neighboring residences and the community as a whole. If the ARC denies approval for construction and the lot owner feels that the decision is unfair, the homeowner may appeal to the Board of Directors of the Homeowners’ Association. A hearing with the full Board and the ARC will be held to allow the owner to present his or her position. After the hearing the Board and ARC jointly will determine approval or disapproval. The ARC will notify the owner of their final decision. The joint decision of the Board and ARC is final and binding.



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## Scope

**All construction**, be it residences, docks, boathouse, fences, or any other structure including landscaping on any lot in WaterFront East **must be approved in advance by the WaterFront East Architectural Review Committee**. This manual is intended to guide and assist the WaterFront East property owners who are planning to:

- construct a new residence, outbuilding, guesthouse or dock
- make additions to an existing residence, outbuildings or guesthouse
- to re-stain, repaint, re-roof or otherwise improve or change the exterior appearance of any structure.

## The Process

The Architectural Review Committee (ARC) must review the plans and materials for all structures built in WaterFront East before construction may begin. To assist in this review, application forms are included with this document. These forms furnish the ARC with the basic information needed to review your plans, and function as a checklist for you so that all design aspects of your home are considered. Any questions in reference to the Design Review Guidelines should be submitted to the ARC. The Committee will make every effort to clarify the guidelines and interpret the instructive covenants and architectural guidelines. The following reviews are available:

**Conceptual or Preliminary Review:** This type of review is suggested when an owner has concerns about the general acceptability of the contemplated project and would like to get the committee reaction before committing to the completion of all architectural plans. This is offered to save an applicant's time and expense in pursuing a design that might be disapproved by the ARC.

**Final Review:** When the final construction drawing for your home or other structure is complete, it must be submitted to the ARC for final approval. The submission shall include full construction drawings for the structure, a site plan and a landscape plan (if applicable). The ARC will make every attempt to review the plans within





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10 working days after the submittal. At this time, adjustments to the plans may be required. If the revisions are substantial, the ARC may require that the plans be resubmitted for review. For minor changes in the exterior of an existing structure, clear legible drawings prepared by the owner or contractor may be sufficient for review.

You will be notified in writing of the Committee's decision and the Committee will retain a copy of the approved plans for its files.

No site clearing, grading, material deliveries or construction work of any kind is permitted on the home site until approval is received from the ARC. Construction work must begin within six months of the final approval of the plans or the approval shall be void unless application for an extension is made and approved by the ARC.

The ARC will require inspection of the staking plan for your structure to verify setback requirements are met before construction may begin.

Upon completion of construction, the ARC may complete a formal inspection of the home and site improvements. Intermediate inspections may also be done by the ARC at any time during construction to verify compliance with the approved construction drawings.

The ARC does not assume responsibility for the following:

1. The structural adequacy, capacity or safety features of any proposed structure.
2. Soil erosion, incompatible or unstable soil conditions.
3. Compliance with any or all building codes, safety requirements, governmental Laws, regulations, or ordinances.
4. Performance or quality of work of any contractor.



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## Application Form and Requirements

There are seven (7) components required in the final application.

1. Application Form. Exhibit 1 or 2 to this document must be completed and used as a transmittal cover sheet for all reviews and applications.
2. Financial Capability. A letter from a financial institution indicating a commitment for a mortgage or verification of financial capability to finance the proposed residence. *(Only required with an application for construction of a residence.)*
3. Permit and Review Fees. Presently there are no fees charged for the review and approval process. If the ARC feels it necessary to hire an outside professional for assistance due to the complexity of an application, they reserve the right to do so at the owners expense after, prior notification and approval of the owner.
4. Site Plan. A plan drawn to show set back lines as specified in the Acts of Restriction, location of main house structure, garages, driveways, proposed construction of boathouse, decks, pools, including location of HVAC compressors, pool service yards all drawn to scale is required. The drawing title box should include owners name, lot number, and street address.
5. Floor plans \*. Dimensioned architectural floor plans, for each level for the proposed structure, including windows, doors, etc. is required. All rooms should be labeled as to function, and basic overall room dimensions be shown. The elevation of the finished floor should be shown as well as the ceiling height in each room. The computed heated/air conditioned area should clearly shown (in square feet) on the plans.
6. Elevation Drawings \*. Elevation drawings that accurately represent all four sides of the proposed structure are required. All exterior wall materials are to be accurately and fully depicted.
7. Material Samples and Colors. Color boards or samples of material to be used on the exterior are required. Brochures, color chips, and manufacturers promotional literature may be used in lieu of actual materials.

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\*(Drawings are to be prepared at a scale of 1/4 inch = 1 foot.)



Exhibit 1

Application For Building Permit

Date: \_\_\_\_\_ Lot # \_\_\_\_\_ Street Address: \_\_\_\_\_

Owner Information: Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_, St. \_\_\_\_ Zip \_\_\_\_\_  
Phone: \_\_\_\_\_  
Phone: \_\_\_\_\_

Architect or Designer: Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_, St. \_\_\_\_ Zip \_\_\_\_\_  
Phone: \_\_\_\_\_  
Phone: \_\_\_\_\_

Builder: Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_, St. \_\_\_\_ Zip \_\_\_\_\_  
Phone: \_\_\_\_\_  
Phone: \_\_\_\_\_

**Type of Construction:**

- Residence
- Boathouse/Slip
- Remodel/Repaint
- Landscape
- Deck
- Other \_\_\_\_\_

**Attachments Include:**

- Site Plan
- Foundation Plan
- Floor Plans
- Elevation Drawings
- Material Samples
- Other \_\_\_\_\_

ARC use only: Date Rec'd \_\_\_/\_\_\_/\_\_\_ Date Reviewed \_\_\_/\_\_\_/\_\_\_  
 Approved: \_\_\_\_\_  
 Disapproved: \_\_\_\_\_  
 PERMIT NO. # \_\_\_\_\_



VARIANCE REQUEST FORM

Date: \_\_\_\_\_ Lot # \_\_\_\_\_ Street Address: \_\_\_\_\_

Owner Information: Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_, St. \_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

I am requesting a variance from the following covenants as contained in the Acts of Restrictions as filed with Livingston Parish.

Covenant \_\_\_\_\_  
*(Please provide Article number, section and paragraph)*

The variance I am requesting is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reason or Justification for Variance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARC use only: Date Rec'd \_\_\_/\_\_\_/\_\_\_ Date Reviewed \_\_\_/\_\_\_/\_\_\_  
Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
VARIANCE # \_\_\_\_\_



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## **Builder and Construction Rules and Regulations**

These rules and regulations are posted to protect the property, beauty and privacy of the neighborhood during construction of residences and or other approved structures. **It is the responsibility of the lot owner to inform their contractors, sub-contractors and suppliers of these regulations and to monitor the construction site to insure compliance.**

- At the discretion of the Committee, a Lot Owner may be required to place with the Homeowners' Association a security deposit in the minimum amount of \$1,000 per construction project to ensure that the Builder and Construction Regulations published by the Committee are enforced. Upon completion of the project, the deposit, less the cost and service charges of any clean-up or repair expenses attributable to violations of the Builder and Construction Regulations will be returned to the Lot Owner.
- To ensure quality construction and the safety of all workers, no contractor or service personnel may bring pets, firearms, illegal drugs or alcoholic beverages on the property.
- Contractors and their employees are the guests of the lot owners and must register their vehicles and acquire a gate pass from the WaterFront East sales office. Speeding, disorderly conduct and visitation other than during normal work hours will be result in loss of guest privileges.
- A job toilet must be located on all lots during construction.
- The contractor is responsible for trash and debris, which might litter the street and waterway. Trash must be stored in a dumpster on the job site or be removed on a daily basis.
- Stockpiling of building materials or trash on the street is prohibited.
- The burning of lumber or other debris on construction sites is not permitted
- Dumping of materials in the waterway or wetlands is not allowed
- Construction trailers are not permitted on any lots or common areas.
- Parking is allowed only on the lot side of the street or on the construction site and



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parking on adjacent vacant lots is prohibited. A vehicle turn-around site is designated within the development and driving upon or using vacant lots for turning purposes is prohibited. Violators are subject to loss of gate privileges and fines of up to \$100 per vehicle per violation.

- Parking north of the roadway is prohibited at all times. Violators are subject to loss of gate privileges and fines of up to \$100 per vehicle per violation.
- Construction vehicles or trailers may not be left overnight in WaterFront East
- Washing of any truck or vehicle on the street is prohibited. Concrete delivery or concrete pumping trucks must be washed on the lot and debris removed as part of final clean-up or in areas designated by the Developer. Washout in any other area may subject the Contractor to fines of \$500 plus cost of clean-up.
- Posting of signs and notices are limited to permits and subcontractor signs required by regulatory agencies and one sign each for the builder and architect (not to exceed 24" X 24"). All signs must be removed prior to occupancy or upon completion of the structure.
- If work is stopped on any construction for 30 days or more, the construction area must be cleaned of all trash and debris.

**Enforcement:**

The Architectural Review Committee will have the authority to enforce the above regulations. Violations of these regulations will be reported to the lot owner and contractor and violations must be stopped immediately upon notification. In the event corrective action is required to remedy a violation or repair damage to streets, curbs, landscaping, signs or other common property the owner and/or builder will have five (5) working days to repair such damage or remedy a violation. If the damage is not repaired or the violation is not remedied the ARC may have the repair made or the violation remedied and the cost of such repair or remedy, plus a service fee of 100% of the cost, will be billed to the lot owner as provided in Article 4.1, C, 3, (f) of the Acts of Restrictions.



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## Directory of Agencies and Services

### Developer and Related Parties:

Blind River Properties, Inc.  
P.O. Box 270  
French Settlement, La. 70733  
225-698-6600

HOA and ARC  
P.O. Box 280  
French Settlement, La. 70733  
225-698-6600

### Permits:

Livingston Parish Permits Dept.  
20170 Ohio Street  
Livingston, La. 70754  
225-686-3021

Livingston Parish Health Dept.  
20141 Iowa Street  
Livingston, La. 70754  
225-686-7017

### Utilities and Services:

#### Electrical:

DEMCO  
15095 Highway 931  
Gonzales, LA 70895  
Phone:(225)-622-2549

#### Post Office Box and Street Addresses

WaterFront East  
Sales Office  
Chrissy Sance  
225-698-6600

#### Water:

Diversion Water Company, Inc.  
16070 Bluff Road  
Prairieville, LA 70769  
Phone (225)-673-8560  
Contact: Pat Valega

#### Sewer:

Wastewater Treatment of Louisiana  
1629 South Park Avenue  
Gonzales, LA 70737  
Phone: (225)-673-3156

#### Trash Pickup:

Waste Management  
(225)-664-8802

#### Telephone:

EATEL  
913 South Burnside Ave.  
Gonzales, LA 70737  
(225)-621-4300



Post Office Box 270  
French Settlement, La. 70733

225-698-6600 [www.TheWaterFrontLa.com](http://www.TheWaterFrontLa.com)





## **Architectural Review Committee Guidelines for Construction of Recreational Vehicle Storage**

Section 6.25, D of the Acts of restriction for WaterFront East, 3<sup>rd</sup> filing sets forth the requirements for outbuildings used for recreational vehicle storage, workshops, storage or boat parking. The following guidelines expand upon these requirements and will be used by the Committee when reviewing building plans for such outbuildings.

- The committee strongly recommends RV storage be incorporated into the design of the house as opposed to being a detached separate structure.
- Doors to the RV storage area must incorporate an Architectural treatment to soften the appearance.
- If the building is submitted as a separate structure, the phraseology of Section 6.25, D "...be compatible in design and colors with the main residence..." shall be interpreted by the committee to mean the outbuilding must be constructed using the same exterior materials, including roof, and incorporate the same colors and compliment the design (elevation) as the main residence.
- As a separate building the street side of the building shall be set back a minimum of ten (10) feet from the main residence.
- The Committee has the right to reject any plans or specifications that might not be compatible, in the sole discretion of the Committee, with the design or overall character and aesthetics of the Property or the harmony of external design, color schemes or location in relation to property lines, building lines, servitudes, grades, surrounding structure, walks and topography.

The committee recommends preliminary drawings and plot plans be submitted for committee review prior to final plans.