

**ACT OF RESTRICTIONS
OF
AMBER LAKES SUBDIVISION, FIRST FILING**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 23rd day of May, 2006, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

A.B.C. DEVELOPMENT CORPORATION, a Louisiana corporation, represented herein by Clara Dodson, Secretary, whose mailing address is P. O. Box 283, Greenwell Springs, LA70739, (hereinafter "Appearer" or "Developer"),

who did depose and say that:

Appearer is the owner of the immovable property hereinafter described, and, by this act, impose upon the property the restrictions, conditions, liens, and servitudes hereinafter setforth.

1. **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 that community. The immovable property described herein is hereby subjected to the covenants, restrictions, conditions, reservations, liens and charges herein set out to insure the best use and most appropriate development and improvements of each building site thereof; to protect the owners of buildings sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain property setbacks from streets, and, in general, to provide adequately for quality improvement of the property and thereby enhance the values of investments made by purchasers of building sites therein.

2. THE PROPERTY

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

Lots 1 thru 67, inclusive, and Tract L1, Amber Lakes Subdivision, First Filing, as shown on the Final Plat of Amber Lakes Subdivision, First Filing, prepared by Lamon L. Moody, III, P.L.S., dated March 10, 2006, recorded as Original 421, Bundle 11821, in the official records of East Baton Rouge Parish, Louisiana;

- 2.2 The property and all other portions thereof hereinafter 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.

3. IMPROVEMENT RESTRICTIONS

- 3.1 There is hereby created Amber Lakes Architectural Control Committee (the "Committee") to be composed of up to three (3) individuals. The initial members of the Committee shall be appointed by Appearer and shall serve for one year or until replaced by their successors, and their successors shall be appointed by Appearer until such time as all the lots are sold or an act executed by Appearer and recorded in the official records of East Baton Rouge Parish releases this right to the lot owners in the Amber Lakes Subdivision (the "Subdivision") or to a non-profit corporation composed of the lot owners (the "Homeowners Association"). The Committee shall serve without pay and among other duties act as the Architectural Control Committee for the Subdivision, which shall include reviewing all building plans to ascertain their thorough compliance with all of the restrictions as set forth herein. The decision of the Committee, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and nonappealable. The initial members of the Committee are:

(a) Brandon L. Dodson, (b) Clara Dodson and (c) Janet Dodson

- 3.2 No residence, building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind, therein, be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage specifications,

shall have been submitted to and approved in writing by a majority vote of the Committee and a copy thereof as finally approved lodged permanently with the Committee.

- 3.3 One (1) set of plans, including plot plan, must be submitted for Committee approval.
- 3.4 No house shall be erected, altered, placed or permitted to remain on any one side of the said lots other than one (1) detached single family dwelling not to exceed two stories in height, a private garage or carport for not more than two (2) cars, and other accessories incidental to residential use of said lots, such as swimming pools, bathhouse and/or gazebos. If any part of a garage is located on the front one-half of the respective lot, it must have a metal garage door and the exterior material facing the street must be the same exterior material as on the house. Detached structures may be constructed only with the prior written approval of the Committee, evidenced by majority vote thereof.
- 3.5 In the event the Committee fails to approve or disapprove within thirty (30) days after any matter, including plans and specifications, have been submitted to it, approval shall not be required by the Committee, however, all other provisions shall continue to apply.
- 3.6 No residence shall be erected on any lot in the Subdivision containing, exclusive of porches, breezeways, garages and carports, less than one thousand four hundred fifty (1,450) square feet of living area. All ceilings shall be at least nine (9') feet in height.
- 3.7 Unless approved in advance by the Committee (and provided that the placement on said lot does not violate any zoning or subdivision ordinances or regulations), no residence shall be built nearer than six (6') feet to the sideline of a lot, except as shown on the official subdivision plat. Front and rear minimum building setback lines shall be in accordance with the official subdivision plat.
- 3.8 Any residence erected, placed or altered shall not be constructed exteriorly of less than 60% brick, stucco, or drivit, and not more than forty (40%) percent of the exterior, at the discretion of the Committee, may be other building material. All painted exteriors must have at least two (2) coats.

- 3.9 The minimum roof pitch on any residence shall be 8/12 unless otherwise approved by a majority vote of the Committee and only architectural shingles shall be allowed.
- 3.10 Fireplace flues and chimneys shall be covered with the same material as used on the exterior of the residence.
- 3.11 No garage apartment shall be built on any of said lots.
- 3.12 Servitudes for installation and maintenance of utilities and drainage facilities are reserved as shown on the final plat of Amber Lakes.
- 3.13 Only one residence per lot.
- 3.14 No lot or lots shall be sold except with the descriptions as shown on the final plat of the Subdivision, provided, however, that any lot or lots may be subdivided or replatted with the written consent of the Committee, evidenced by a majority vote thereof, and the City/Parish of East Baton Rouge.
- 3.15 No outside lines, outside television antennas, basketball goals, satellite dishes, above ground improvements or hanging devices shall be allowed to be visible from the public street on which the residence is located, without the written consent of the Committee, evidenced by a majority vote thereof.
- 3.16 No detached structure may be constructed without first having been approved by the Committee, and any such building must conform in every respect, including materials, with the exterior construction of the residence constructed on that same lot.
- 3.17 Sodding and landscaping of the front yard shall be installed within sixty (60) days of occupancy of the residence on any Lot.
- 3.18 When a residence is built on any lot, the owner thereof shall use only the mailbox designated by the Committee. The maintenance thereof shall be the sole responsibility and at the cost of each respective lot owner.
- 3.19 The Subdivision will be served by underground utilities only, except where an overhead electric distribution system is previously existing or has been installed by Developer. Electric service from the electric distribution system to each residence shall be underground and the owner of each lot shall furnish an electric servitude from the source of supply to his meter location for receipt of electric service on the lot.

- 3.20 Foundations shall be designated by the builder, designer, or architect for each home, and the Committee's approval of construction plans is limited to only appearance and not structural design or engineering. The Developer does not warrant soil conditions. City Parish Regulations should be obtained and carefully reviewed for slab elevation requirements.
- 3.21 The exterior construction of any building started must be completed within six (6) calendar months following pouring of the foundation for that building.
- 3.22 Any residence constructed on a corner lot shall have a garage door.
- 3.23 Any fence erected, altered or placed on any lot, except for the rear fences on Lake Lots as provided for in paragraph 5.4 shall be a six (6') foot hurricane, wood fence. There shall be no chain link fences allowed. No fencing shall be erected altered or place in the front yard. No fences shall be erected on Tract L1. Any fence erected, altered or placed along the side of any house shall not run forward of the front one-half (1/2) of the house.

4. GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

- 4.1 Structures in the Subdivision shall be used for residential purposes only. No part of any property in this Subdivision shall be used for apartment houses, offices for the conduct in the home of occupations such as, medical offices, retail or wholesale shops of any kind, for schools, churches, assembly halls or fraternity houses. There shall be no raising of livestock such as cows, horses, pigs, sheep, and rabbits, or poultry of any kind. Domestic animals shall not roam freely, but must be leashed or detained by fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause nuisance.
- 4.2 No trailer, basement, shack, garage, barn or other out-building shall at any time be used as a residence, temporarily or permanently, except as may be provided in Section 3.4.
- 4.3 No lot shall used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Upon completion of a residence, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities required by one (1) household only, provided it is not visible from the street and is kept free from noxious odors and insects.
- 4.4 No sign of any kind, except standard real estate signs, shall be displayed to the public view, on or from any building site without the prior consent of the Committee or its agents.

- 4.5 No noxious or offensive activity shall be carried on, nor shall anything be done which may become an annoyance or nuisance to the other owners.
- 4.6 Nothing shall be altered or constructed in or removed from common landscape areas, if any, as shown on the final plat, except upon the written consent of the Committee,
- 4.7 There shall be no storage or obstructions placed or parking on any common landscape areas, if any, without the prior written consent of Committee.
- 4.8 No offensive or unlawful use shall be made of the subdivision property, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed. The responsibility of meeting requirements of governmental bodies which require maintenance modification are enforceable in the same ways as the responsibility for the maintenance and repair of the property concerned.
- 4.9 Each individual lot owner shall be responsible for the maintenance of all landscaping on his lot and for maintaining his lot, residence and driveway in a clean and orderly fashion at all times, and the owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Lot owners shall keep all lots mowed at all times and free from rubbish, trash, debris and noxious weeds in default of which the Committee may cause such work to be performed and may demand and sue for reimbursement for such costs and reasonable attorneys fees.
- 4.10 Outside lighting, outside music or sound-producing devices, and any other mechanical or electrical devices shall be subject to the approval of the Committee, and any restrictions or rules adopted by the Committee shall be final.
- 4.11 No trash containers may be placed in front of any house before 3:00 P.M. on the day before trash pick-up and all trash containers shall be removed from the front of the house by 6:00 P.M. on trash pick-up day.
- 4.12 No dog kennels shall be placed in a location where they can be seen from the street.
- 4.13 No boats, vehicles, campers, or trailers of any kind, or parts of appurtenances thereof, may be kept, stored, repaired, or maintained on any street or on any lot, except in the garage, and in no event shall the same be kept stored, repaired, or maintained in any manner which would detract from the appearance of both the individual and the subdivision.

- 4.14 Section 1, Title 7, Chapter 14, Section 14.3 B(5)(H) of the Code of Ordinances of the City of Baton Rouge and Parish of East Baton Rouge provides:

"PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT THE PROPERTY OWNER SHALL SUBMIT WITH IT'S APPLICATION, A CERTIFIED COPY OF A LETTER OR CERTIFICATE SHOWING THE RECORDATION INFORMATION WITH THE EAST BATON ROUGE PARISH CLERK OF COURT STATING THAT THE OWNER IS AWARE THAT WASTEWATER COLLECTION AND TREATMENT IS BEING PROVIDED BY A PRIVATE WASTEWATER COMPANY, AND THAT THE CITY/PARISH IS NOT RESPONSIBLE OR LIABLE FOR ANY MAINTENANCE, OPERATION, SEWERAGE BACK-UP, BLOCKAGES OR POWER OUTAGES OR ANY OTHER SYSTEM FAILURE. THE OWNER, AND ALL SUBSEQUENT OWNERS OF THE PROPERTY SHALL MAKE REFERENCE TO THIS CERTIFICATE OR LETTER AND IT'S RECORDATION IN ANY SALE OF SAID PROPERTY."

Accordingly, the following paragraph shall be included in all Acts of Cash Sale of the lots in Amber Lakes Subdivision:

THE PARTIES HEREBY ACKNOWLEDGE HAVING RECEIVED NOTICE OF A CERTIFIED COPY OF A LETTER OR A CERTIFICATE WHICH WAS PROPERLY RECORDED IN THE OFFICIAL RECORDS OF EAST BATON ROUGE PARISH WHICH PROPERLY NOTIFIES THEM, AND ALL THIRD PARTIES, THAT WASTEWATER COLLECTION AND TREATMENT IS BEING PROVIDED BY A PRIVATE WASTEWATER COMPANY, AND THAT THE CITY/PARISH IS NOT RESPONSIBLE OR LIABLE FOR ANY MAINTENANCE OPERATION, SEWERAGE BACK-UP, BLOCKAGES OR POWER OUTAGES OR ANY OTHER SYSTEM FAILURE."

The failure of any closing attorney or title company to place the above language in any act of Cash Sale shall not cause any liability whatsoever on the developer, builder of any home, or any future owners of these homes.

- 4.15 Section 1, Title 7, Chapter 14, Section 14.3B(5)(K) provides that property owners may be required to tie in to the public sewer system at their own cost sometime in the future in accordance with the procedures set forth in Title 2, Chapter 5, Part III of the Code of Ordinances.

5. SPECIAL LAKE RESTRICTIONS

- 5.1 The lake is for the exclusive use and enjoyment of all lot owners and/or members of Amber Lakes Homeowners Association.

- 5.2 The Committee or the Homeowners Association has the right and power to make all decisions pertaining to the lake including use and care.
- 5.3 The servitude on the rear of any lots that border the lake is for maintenance of the lake if necessary. The owners of these lots have the responsibility of maintaining these servitudes.
- 5.4 On these lots, the rear fences should be constructed of wrought iron, simulated wrought iron, or aluminum that looks like wrought iron to a height of not more than five (5) feet. No wood fences are allowed in this area. No fences shall be erected on Tract L1.
- 5.5 No swimming shall be permitted in the Lake.
- 5.6 No firearms, BB or pellet guns, sling shots or projectiles shall be permitted around the Lake.
- 5.7 No boats, floating devices or other watercraft shall be permitted in the Lake;
- 5.8 **EACH OWNER, FOR HIMSELF OR HERSELF, ANY OCCUPANT OF SUCH LOT OR ANY IMPROVEMENTS THERETO AND THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, BY ACCEPTANCE OF TITLE TO A LOT, AND EACH MORTGAGEE, BY ACCEPTANCE OF A MORTGAGE ENCUMBERING ANY SUCH LOT, FOR THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, AND ASSIGNS, DO HEREBY WAIVE ALL CLAIMS AGAINST AND RELEASE THE DEVELOPER, THE ARCHITECTURAL CONTROL COMMITTEE, THE HOMEOWNER'S ASSOCIATION, ITS BOARD OF DIRECTORS, EACH OWNER, EACH FORMER OWNER OF A LOT, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITY OF ANY NATURE ARISING OUT OF OR ON ACCOUNT OF (a) ANY LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY, INCLUDING DEATH, AS A RESULT OF ANY ENTRY ONTO ANY OF THE COMMON PROPERTIES (INCLUDING ANY LAKE IN THE COMMON PROPERTIES) BY ANY OWNER, OCCUPANT, MORTGAGEE, OR ANY OF THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, (b) THE RISE AND FALL OF THE WATER LEVEL OF ANY LAKE IN THE**

COMMON PROPERTIES INCLUDING, WITHOUT LIMITATION, THE FLOW OF WATER ONTO AND OUT OF ANY SUCH LAKE WHICH COULD RESULT IN OR CAUSE DAMAGE, BY FLOODING OR OTHERWISE, TO ANY IMPROVEMENTS OR ANY OTHER PERSONAL PROPERTY SITUATED ON ANY PORTION OF THE PROPERTY OR ANY LOT OR WHICH WOULD RESULT IN OR CAUSE ANY IMPROVEMENTS SITUATED ON OR ADJACENT TO ANY SUCH LAKE TO BE UNUSABLE DUE TO LOW OR HIGH WATER LEVELS. FURTHERMORE, EACH OWNER, FOR HIMSELF OR HERSELF, ANY OCCUPANT OF SUCH LOT OR ANY IMPROVEMENTS THERETO AND THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, DOES HEREBY ACKNOWLEDGE AND AGREED THAT (i) NEITHER THE DEVELOPER, THE ARCHITECTURAL COMMITTEE, THE HOMEOWNER'S ASSOCIATION, ITS BOARD OF DIRECTORS, ANY OWNER, ANY FORMER OWNER OF A LOT, NOR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, SHALL PROVIDE ANY LIFE GUARD OR ANY OTHER SUPERVISORY PERSONNEL OR ASSISTANCE IN THE CONDUCT OF ANY ACTIVITIES ON OR ABOUT THE COMMON PROPERTIES (INCLUDING ANY LAKE INCLUDED IN THE COMMON PROPERTIES), AND (ii) THE USE OF ANY OF THE COMMON PROPERTIES (INCLUDING ANY LAKE IN THE COMMON PROPERTIES) BY ANY OWNER OR OCCUPANT OR ANY OF THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS OR ASSIGNS, SHALL BE AT THE SOLE RISK AND EXPENSE OF THE PERSON OR ENTITY USING THE COMMON PROPERTIES.

6. COMMON AREAS

The common areas shown on the Final Plat are dedicated to the common use of the enjoyment of the Lot Owners of the Subdivision, and the care, upkeep and maintenance of these areas are not the responsibility of the City-Parish Government of East Baton Rouge Parish, but shall be the responsibility of the lot owners of the Subdivision in the proportion of one (1) lot to total number of lots. These areas are not dedicated for use by the general public.

7. HOMEOWNERS ASSOCIATION

- 7.1 The Amber Lakes Homeowners Association shall be formed by Appearer on or before the date when 95% of all lots, either developed or proposed, in Amber Lakes Subdivision, are sold to owners. After formation of the Association, the Developer will convey to the Association title to all common areas shown on the subdivision plat, including, but not limited to, Tract L1. Such conveyance will be made subject to these restrictions.
- 7.2 Appearer reserves the right to appoint, at its sole discretion, a President, Vice-President, Secretary-Treasurer and any other desired persons to serve as the first Board of Directors of the Amber Lake Homeowners Association. This initial Board will serve for one (1) year.
- 7.3 The Board of Directors of the Association may levy charges or assessments for improvement and maintenance of the common areas in the subdivision. Such charges shall be used to pay ad valorem property taxes, maintain liability insurance coverage, pay any utility, operational or maintenance costs and for other proper purposes for preservation and maintenance of the common areas.
- 7.4 Each owner of a lot (other than Appearer) by acceptance of title thereto, whether or not so expressed in the act of conveyance, is deemed to agree to pay to the Association the annual or monthly maintenance charges as well as any special assessments as hereinafter provided. Any annual or monthly maintenance charges or special assessments not paid timely shall empower the Board of Directors to file a lien against the property on which such charges or assessments are due, which lien shall secure payment of the unpaid charges and assessments, with legal interest, costs and attorney fees. The lien shall be effective only at the time a lien affidavit is filed in the public records of East Baton Rouge Parish, Louisiana, describing the amount of charges or assessments unpaid, the lot on which same are unpaid, and the owner of such lot whose obligation it is to pay the same. Each such charge or assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligations of the owners's of the lot at the time the charge or assessment came due.
- 7.5 The amount of the regular annual or monthly maintenance charges shall be fixed by the Board of Directors annually and shall be uniform throughout the subdivision. Appearer shall not be responsible for any charges or assessments.

- 7.6 After the amount of the annual or monthly maintenance charges have been fixed by the Board for the first year of operations, it may thereafter be increased or decreased annually by the Board to reflect current costs; provided that any increase of more than twenty (20%) percent of the charge for the previous year must be approved by a majority vote of the member present at a meeting duly called for the purpose of considering an increase.
- 7.7 In all cases, special assessments may be imposed only upon the approval of a majority of the members present at a meeting duly called for the purpose of considering a special assessment.
- 7.8 Lot owners shall be entitled to one vote for each lot owned. If a lot is owned by more than one person, the owner's thereof shall decide among themselves how their vote shall be cast. If they are unable to decide who will cast the vote on behalf of all of the owners, they shall forfeit their right to vote.
- 7.9 The Association shall adopt By-laws to provide for the administration of its' rights, duties and obligations hereunder. Any conflict between these Restrictions and the By-laws shall be resolved in favor of application of these Restrictions.
- 7.10 The lien for maintenance charges and special assessments shall be subordinate to all prior recorded encumbrances. No sale or transfer of any lot shall affect any lien already recorded. However, each holder of a first mortgage on a lot and home who acquires such lot and home through foreclosure or by "Dation en Paiement" shall be subject to any charges resulting from a reallocation of such unpaid maintenance charges and assessments to all lots including the one mortgaged.
- 7.11 The common areas in the subdivision and any land and improvements rededicated to and accepted by a local public authority shall not be subject to assessment.
- 7.12 Each member of the Board of Directors shall be indemnified by the Association against all liabilities and expenses, including counsel fees reasonably incurred or imposed on him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a member of the Board of Directors at the time such expenses are incurred, unless the member of the Board of Directors is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties. The above described right of indemnification shall not be exclusive of all other rights to which such member of the Board of Directors may be entitled but shall be in addition to such other rights. The indemnification provided herein is limited to the assets of the Association, and no person or entity, solely by

reason of membership in the Association, shall have any liability pursuant to this Section 7.12.

8. MISCELLANEOUS PROVISION


- 8.1 These stipulations and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from this date, at which time said covenants shall be automatically extended for a successive period of ten (10) years, unless by written consent of the majority of the then owners of the lots in the Subdivision, duly recorded in the conveyance records of this Parish, it is agreed to change said stipulation and restrictions in whole or in part in which event the covenants referred to in that instrument which the majority in interest of owners shall state that it is their desire to abolish shall cease to have further force or effect at the end of the then current term, and all remaining restrictions, amended or otherwise, shall remain in full force and effect for the succeeding term.
- 8.2 If the parties hereto, or the Lot Owners, or any of them or their heirs, successors or assigns, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any other person or persons owning any portion of the properties or any lot, or the Committee, or the Homeowners Association, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and to seek injunctions to prevent him or them from so doing or to recover damages or other amounts for such violation. Any purchaser of any lot in the Subdivision shall be entitled to sue for his own account or for the account of the other parties similarly involved or situated, or both, or to seek injunctive relief or damages or such other relief as may be available. Failure of any person, firm or corporation to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such action shall be entitled to recover reasonable attorney fees and legal costs from the losing party.
- 8.3 Invalidity of any one of these stipulations or restrictions, or a part thereof, by judgment or court order, or as herein provided, shall in no way affect any other provision herein contained, which other provisions shall remain in full force and effect.


8.4 Prior to the formation of the Amber Lakes Homeowners Association, these restrictions may be amended at any time and for any purpose solely by the developer, without any requirement of a vote or consent in any form from the owners of lots. After the formation of the Amber Lakes Homeowners Association, an amendment to these restrictions shall only be effective by the written act executed by the then owners of seventy (70%) percent of all lots. Notwithstanding anything hereinabove to the contrary, however, so long as the developer is an owner of a lot or lots in the subdivision, there shall be no amendments to these restrictions without the written consent of the developer on the amendment document. An amendment shall be in writing and shall be effective upon recordation in the official records of East Baton Rouge Parish, Louisiana.

THUS DONE AND SIGNED at Baton Rouge, Louisiana on the date first above written in the presence of the undersigned competent witnesses and Notary.

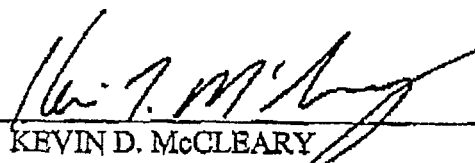
WITNESSES:

A.B.C. DEVELOPMENT, INC.


Mary E. Allen

By: 
Clara Dodson, Secretary


Dierdre E. McLin


KEVIN D. MCCLEARY
NOTARY PUBLIC

KEVIN D. MCCLEARY
Bar Roll #25167, State of Louisiana
My commission expires at death.

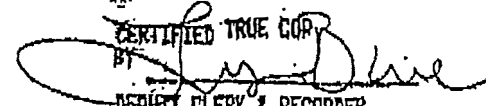
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EAST BATON ROUGE, PARISH, LA.

2006 MAY 24 PM 12:40:46
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DOUG WELBORN

CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY
BY 
DEPUTY CLERK & RECORDER

FIRST AMENDMENT TO
ACT OF RESTRICTIONS OF
AMBER LAKES SUBDIVISION, FIRST FILING

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 31st day of October, 2006, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

A.B.C. DEVELOPMENT CORPORATION, a Louisiana corporation domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by Clara Dodson, Secretary, duly authorized by virtue of a Resolution on file and of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana,

who declared that it is the Developer of Amber Lakes Subdivision, First Filing.

The Act of Restrictions for Amber Lakes Subdivision, First Filing, are recorded as Original 77, Bundle 11839 of the official records of East Baton Rouge Parish, Louisiana. Paragraph 8.4 of these Restrictions provides that the Developer has the right to amend these Restrictions. Pursuant to this section, the Developer seeks to amend the Restrictions to modify certain restrictions related to lake lots, use of the lake, and to add a prohibition against rental properties in the development. Therefore, the Developer does hereby amend paragraphs 4.1, 5.1, and 5.4 to read as follows:

- "4.1 Structures in this Subdivision shall be used for residential purposes only. No part of any property in this Subdivision shall be used for apartment houses, rental properties, offices for the conduct in the home of occupations such as medical offices, retail or wholesale shops of any kind, for schools, churches, assembly halls or fraternity houses. There shall be no raising of livestock such as cows, horses, pigs, sheep, and rabbits, or poultry of any kind. Domestic animals shall not roam freely, but must be leashed or detained by fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause nuisance."

"5.1 The lake is for the exclusive use and enjoyment of lake lot owners. ~~Page 23~~ "

"5.4 On these lots, the rear fences should be constructed of wrought iron, simulated wrought iron, or aluminum that looks like wrought iron to a height of not more than five (5) feet. No wood fences are allowed within twenty (20) feet of the lake. ~~Page 24~~."

Except as added, amended and modified herein, the original Act of Restrictions remains in full force and effect.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the date first above written.

WITNESSES:

A.B.C. DEVELOPMENT CORPORATION

Russell Dodson
Russell Dodson
Mary E. Allen
Mary E. Allen

By: Clara Dodson
Clara Dodson, Secretary

Kevin D. McCleary
NOTARY PUBLIC
KEVIN D. MCCLEARY
Bar Roll #25167, State of Louisiana
My commission expires at death.

ORIG 341 ENCL 11896

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.

2006 NOV 13 PM 01:38:18
FILE BK FOLIO

DOUG WELBORN

CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY

BY Barbara Sullivan
DEPUTY CLERK & RECORDER

SECOND AMENDMENT TO
ACT OF RESTRICTIONS OF
AMBER LAKES SUBDIVISION, FIRST FILING

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 21st day of November, 2007, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

A.B.C. DEVELOPMENT CORPORATION, a Louisiana corporation domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by Brandon Dodson, President, duly authorized by virtue of the Resolution on file and of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana.

who declared that it is the Developer of Amber Lakes Subdivision, First Filing.

The Act of Restrictions for Amber Lakes Subdivision, First Filing, are recorded as Original 77, Bundle 11839 of the official records of East Baton Rouge Parish, Louisiana. Paragraph 8.4 of these Restrictions provides that the Developer has the right to amend these Restrictions. Pursuant to this section, the Developer seeks to amend the Restrictions to modify certain restrictions related to storage of boats, campers, or trailers, and vehicles. Therefore, the Developer does hereby amend paragraph 4.13 to read as follows:

"4.13 No boats, campers, or trailers of any kind, or parts of appurtenances thereof, may be kept, stored, repaired, or maintained on any street or on any lot, except in the garage, or within the fenced in area of any lot. In either case, said vehicles must not be visible from the street in which the house is located upon, and in no event shall the same, or any vehicle, be kept stored, repaired, or maintained, in any manner which would detract from the appearance of both the individual and the subdivision."

Except as added, amended and modified herein, the original Act of Restrictions remains in full force and effect.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the date first above written.

WITNESSES:

Janet Dodson
Ronyell Templet

A.B.C. DEVELOPMENT CORPORATION

By: Brandon Dodson

Brandon Dodson, President

Ronyell Templet
NOTARY PUBLIC

Ronyell Templet, #69429

My commission expires at death.

ORIG 930 BNDL 12012

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.

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DOUG WELBORN

CLERK OF COURT & RECORDER

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BY Doug Welborn
DEPUTY CLERK & RECORDER

THIRD AMENDMENT TO
ACT OF RESTRICTIONS OF
AMBER LAKES SUBDIVISION, FIRST FILING

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 10 day of January, 2008, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

A.B.C. DEVELOPMENT CORPORATION, a Louisiana corporation domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by Brandon Dodson, President, duly authorized by virtue of the Resolution on file and of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana.

who declared that it is the Developer of Amber Lakes Subdivision, First Filing.

The Act of Restrictions for Amber Lakes Subdivision, First Filing, are recorded as Original 77, Bundle 11839 of the official records of East Baton Rouge Parish, Louisiana. Paragraph 8.4 of these Restrictions provides that the Developer has the right to amend these Restrictions. Pursuant to this section, the Developer seeks to add to the Restrictions appointed first officers. Therefore, the Developer does hereby add paragraph 7.2.1 to read as follows:

"7.2.1 Appointed first officers are to be as stated below, and their terms shall begin on the day this amendment is filed. Officers shall serve for one (1) year.

President: Don May

Vice President: Cindy Conti

Secretary: Kristina Shook

Treasurer: Amber Martel

Remaining Board Member: Brittany Johnson."

Except as added, amended and modified herein, the original Act of Restrictions and all prior Amendments, remains in full force and effect.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the date first above written.

WITNESSES:

Ruth L. Templet
Janet Dodson

By:

A.B.C. DEVELOPMENT CORPORATION

Brandon Dodson, President

ORIG 306 ENCL 12024

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EAST BATON ROUGE PARISH, LA.

2008 JAN 10 AM 10:21:04
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DOUG WELBORN

CLERK OF COURT & RECORDER

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BY [Signature]
DEPUTY CLERK & RECORDER

Renyell Templet
NOTARY PUBLIC
Renyell Templet, #69429
My commission expires at death.

FOURTH AMENDMENT TO
ACT OF RESTRICTIONS OF
AMBER LAKES SUBDIVISION, FIRST FILING

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 10 day of January, 2008, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

A.B.C. DEVELOPMENT CORPORATION, a Louisiana corporation domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by Brandon Dodson, President, duly authorized by virtue of the Resolution on file and of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana.

who declared that it is the Developer of Amber Lakes Subdivision, First Filing.

The Act of Restrictions for Amber Lakes Subdivision, First Filing, are recorded as Original 77, Bundle 11839 of the official records of East Baton Rouge Parish, Louisiana. Paragraph 8.4 of these Restrictions provides that the Developer has the right to amend these Restrictions. Pursuant to this section, the Developer seeks to add to the Restrictions paragraph 7.13 to read as follows:

"7.13 In the event the Amber Lakes Homeowners Association must file legal proceedings against a Homeowner for violation of restrictions, the Amber Lakes Homeowners Association, as Plaintiff, shall be entitled to recover reasonable Attorney's fees and all court costs from the Defendant."

Except as added, amended and modified herein, the original Act of Restrictions and all prior Amendments, remain in full force and effect.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the date first above written.

WITNESSES:

Ronnyell Temple
Janet Dodson

A.B.C. DEVELOPMENT CORPORATION
By: Brandon Dodson
Brandon Dodson, President

Ronnyell Temple
NOTARY PUBLIC

Ronnyell Temple, #69429

My commission expires at death.

ORIG 305 BNDL 12024

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.

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DOUG WELBORN

CLERK OF COURT & RECORDER

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BY DOUG WELBORN
DEPUTY CLERK & RECORDER

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EAST BATON ROUGE PARISH, LA
DUG WELBORN
CLERK OF COURT AND RECORDER

C

FIFTH AMENDMENT TO
ACT OF RESTRICTIONS OF
AMBER LAKES SUBDIVISION, FIRST FILING

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 23 day of December, 2008, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, Personally came and appeared:

Amber Lakes Homeowners' Association, L.L.C., a Louisiana corporation domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by Don A. May, President, whose mailing address is P.O. Box 454, Greenwell Springs, La. 70739, duly authorized by virtue of the Resolution on file and of Record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana.

who declared that it is the First Homeowners' Association appointed by the Developer of Amber Lakes Subdivision, First Filing.

The Act of Restrictions for Amber Lakes Subdivision, First Filing, are recorded as Original 77, Bundle 11839 of the official records of East Baton Rouge Parish, Louisiana. Paragraph 8.4 of these Restrictions provides that the Amber Lakes Homeowners' Association has the right to amend these Restrictions. Pursuant to this section, the Amber Lakes Homeowners' Association seeks to amend the Restrictions to modify certain restrictions related to the Regulation of Basketball Goals, Fence Restrictions, Parking Limitations, and a Reduction in the Maximum Percentage Increase of the Annual Dues. Therefore, The Amber Lakes Homeowners' Association does hereby amend paragraphs 3.15, 3.23, 4.13, and 7.6 to read as follows:

- "3.15 No outside lines, outside television antennas, basketball goals except for the movable/portable style of basketball goal (which is to be kept in back of a home and shall not be visible from the public street when not in use), satellite dishes, above ground improvements or hanging devices shall be allowed to be visible from the public street on which the residence is located, without the written consent of the Committee, evidenced by a majority vote thereof."
- "3.23 Any fence erected, altered or placed on any lot, except for the rear fences on Lake Lots as provided for in paragraph 5.4 shall be a six (6) foot wooden hurricane fence or wrought iron fence (or aluminum that looks like wrought iron). There shall be no chain link or picket fences allowed. No fencing shall be erected altered or place in the front yard. No fences shall be erected on Tract L1. Any fence erected, altered or placed along the side of any house shall not run forward of the front one-half (1/2) of the house."
- "7.6 After the amount of the annual or monthly maintenance charges have been fixed by the Board for the first year of operations, it may thereafter be increased or decreased annually by the Board to reflect current costs; provided that any increase of more than five (5%) percent of the charge for the previous year must be approved by a majority vote of the member present at a meeting duly called for the purpose of considering an increase."

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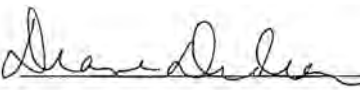

FIFTH AMENDMENT TO
ACT OF RESTRICTIONS OF
AMBER LAKES SUBDIVISION, FIRST FILING
CONTINUED

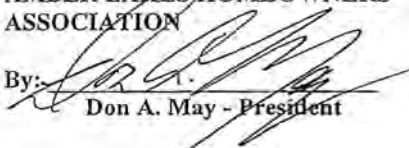
“4.13 No boats, campers, or trailers of any kind, or parts of appurtenances thereof, may be kept, stored, repaired, or maintained on any street or lot, except in the garage, or within the fenced in area of any lot. In either case, said vehicles must not be visible from the street in which the house is located upon, and in no event shall the same, or any vehicle, be kept stored, repaired, maintained, in any manner that would detract from the appearance of both the individual or subdivision. Vehicles (Cars, Trucks, SUV's) may be parked in the garage or on the driveway, but shall not be kept, stored, or parked in the yard where they are visible from the street in which the house is located. In no event shall vehicles be parked on the street as this detracts from the appearance of the subdivision. Parking is also prohibited in the area between the street and the sidewalk. This is not to prohibit the occasional parking in the grassy area of a lot owners' yard when having guests over and the driveway at the home in question does not accommodate all of the vehicles present. In no event shall vehicles be parked on the street, or in the area between the street and the sidewalk. In addition, at no time shall any vehicle be parked in front of a private driveway, or on a sidewalk, as stated in Louisiana Revised Statutes Title 32 Section 143 of the Louisiana Highway Regulatory Act.”


Except as added, amended and modified herein, the original Act of Restrictions remains in full force and effect.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the date first above written and in the presence of the undersigned competent witnesses and Notary.

WITNESSES:

AMBER LAKES HOMEOWNERS
ASSOCIATION
By: 
Don A. May - President


NOTARY PUBLIC

JODIE HENDERSON
Bar Roll #32055, State of Louisiana
My commission is valid for Life.

C

INVALID

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**SIXTH AMENDMENT TO
ACT OF RESTRICTIONS FOR
AMBER LAKES SUBDIVISION, FIRST FILING**

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA
DOUG WELBORN
CLERK OF COURT AND RECORDER

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

CUSTOMER PROVIDED COPY FOR
CERTIFIED TRUE COPY

Deane A. Welborn
DEPUTY CLERK AND RECORDER

BE IT KNOWN that on this 14 day of July, 2009, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, Personally came and appeared:

Amber Lakes Homeowners' Association L.L.C., a Louisiana corporation domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by Pat May, Vice-President, whose mailing address is P.O. Box 454, Greenwell Springs, LA 70739, duly authorized by virtue of the Resolution on file and of Record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana.

who declared that it is the Homeowners' Association appointed by the Developer of Amber Lakes Subdivision, First Filing.

The Act of Restrictions for Amber Lakes Subdivision, First Filing, is recorded as Original 77, Bundle 11839 of the official records of East Baton Rouge Parish, Louisiana. Paragraph 8.4 of the Restrictions provides that the Amber Lakes Homeowners' Association has the right to amend these Restrictions. Pursuant to this section, the Amber Lakes Homeowners' Association seeks to amend the Restrictions to modify certain restrictions related to the Regulation of Holiday Decorations, Decks and Bulkheads, Window Treatments and Auxiliary window air conditioners, and Limitation on Lot Improvements and Construction.

"4.16 No holiday decorations should be displayed prior to or longer than 30 days of the represented holiday. Holiday decorations should be removed from sight of the road before the 30th day following the holiday represented. If not removed from sight, there will be an immediate fine of \$100.00 (no notice will be sent)."

"5.9 All decks and bulk heads constructed must be approved by the home owner's committee. They must be the width of the homeowner's lot. The materials may only consist of pressure treated lumber. A deck must not be constructed without a bulk head. Bulkheads must be no less than two feet above the natural water line. Bulk heads must be built all the way down to the pond bottom. Decks must be at least the width of the lot x 6feet, and cannot exceed the width of the lot x 10feet. (For example an approved deck will be 70'Wide x 8'long x 2' High). All decks and bulk heads must be attached to existing decks or bulkheads if applies. Deck material must be sealed and maintained, but cannot be stained or painted. Insurance fees, if applicable, will be the responsibility of the homeowner."

"4.17 No foil, sheets, reflective materials, paper or inappropriate materials, or bright colors shall be used on any windows for drapes, sunscreens, blinds, shades, or other purpose on a temporary or permanent basis. Interior window coverings shall be lined in a neutral color so as not to distract from the exterior of the home. Auxiliary window or wall-type air conditioners shall not be permitted."

INVALID

SIXTH AMENDMENT TO
ACT OF RESTRICTIONS FOR
AMBER LAKES SUBDIVISION, FIRST FILING
CONTINUED

“3.24 Once plans are approved by the Architectural Control Committee, homeowner must complete construction within 60 days. If said construction is commenced but not completed within 60 days, a fee of \$1,000.00 and \$10/day will be incurred until construction is completed.”

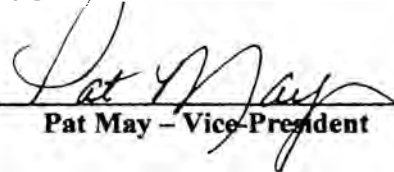
Except as added, amended and modified herein, the original Act of Restrictions remains in full force and effect.

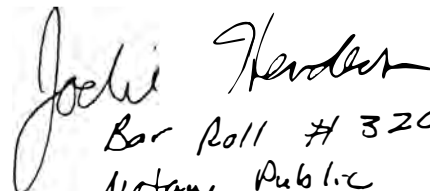
THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the date first above written and in the presence of the undersigned competent witness and Notary.

Witnesses:


Paul A. Dennis

**AMBER LAKES HOMEOWNERS
ASSOCIATION**

By: 
Pat May – Vice-President


Bar Roll # 32055
Notary Public