

1764 - 1796

SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LOTS 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B,
5A, 5B, 6A, 6B, 7A and 7B
MARINA POINT
(Being a portion of former Lot 914 Eden Isles
Subdivision, Unit No. 4)

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

BE IT KNOWN, That on this 23rd day of September, 1999, before me, the undersigned Notary Public, personally came and appeared,

W.C.P., INC., a Louisiana Corporation, represented herein by W.C. Penick, President, as per Resolution of its Board of Directors, the original of which is recorded in Instrument No. 3901841 of the official records of the Clerk of Court for St. Tammany Parish, Louisiana (hereinafter referred to as "WCP").

and

AZALEA LAKES PARTNERSHIP a Louisiana Partnership with Articles of Partnership on file with the Secretary of State for the State of Louisiana and recorded in the Office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, herein represented by its duly authorized partner, Rick Hartley, Inc., a Louisiana corporation organized and existing under the laws of the State of Louisiana, represented by Richard T. Hartley, its President, duly authorized by virtue of a Resolution of the Board of Directors; and Vey Development, Inc., a Louisiana corporation organized and existing under the laws of the State of Louisiana, represented by David R. Vey, its President, duly authorized by virtue of a Resolution of the Board of Directors, whose address is 8064 Summa Avenue, Suite A, Baton Rouge, Louisiana 70809; being hereinafter referred to as "Azalea Lakes".

WHO DECLARED UNTO ME, NOTARY, AS FOLLOWS:

WHEREAS, WCP is the owner and developer of certain real property situated in the Parish of St. Tammany, State of Louisiana, namely Marina Point, Lots 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A and 7B, (being a portion of former Lot 914 Eden Isles Subdivision Unit 4) which property is more particularly described in Exhibit "A", attached hereto and made a part hereof (hereinafter the "Property"); and

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WHEREAS, WCP intends that the property be developed as Marina Point, in accordance with the plan of J.V. Burkes and Associates, Inc., and recorded with the Office of the Clerk for the Parish of St. Tammany, State of Louisiana, on June 2, 1999, as Map File No. 1729, (hereinafter the "Subdivision"); and

WHEREAS, WCP intends that the Property described in Exhibit "A" becomes subject to the Restated Declaration of Covenants, Conditions, and Restrictions, Oak Harbor Subdivision, St. Tammany Parish, Louisiana, dated June 26, 1989, and recorded in COB 1387, Folio 781 on June 28, 1989, (the "Restated Declaration");

WHEREAS, the purpose of this Supplementary Declaration is the creation of a multi-family residential community having a uniform plan of development and the preservation of property values and amenities in that community. The real property described herein is hereby subjected to the covenants, restrictions, servitudes, conditions, reservations, liens and charges herein 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 practicable, the natural beauty of the property; to guard against the erection thereon of poorly designed or proportioned structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on Lots; to prevent haphazard and inharmonious improvements of Lots; to secure and maintain 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 buying Lots therein.

NOW THEREFORE, WCP hereby declares that all of the Property described in Exhibit "A" shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved, subject to the covenants, conditions, restrictions, servitudes and charges set forth in the Restated Declaration and does

hereby subject the Property described in Exhibit "A" to the Restated Declaration. For the purposes of Regular Assessments, the Property described in Exhibit "A" is classified as Class II, Marina Units in accordance with the Restated Declaration.

WHEREAS, Azalea Lakes is the Declarant under the Restated Declaration pursuant to an Assignment and Assumption Agreement with Landmark Land Company of Louisiana, Inc., dated January 19, 1995. Azalea Lakes hereby intervenes and appears as the Declarant under the Restated Declaration to concur with this property becoming subject to the Restated Declaration and to concur with the provisions of this Supplementary Declaration.

NOW THEREFORE, WCP hereby further declares that the Property described in Exhibit "A" shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the following additional covenants, conditions, restrictions, servitudes and charges, which are for the purpose of protecting the value and desirability of the Property described in Exhibit "A" in aid of the General Plan of Development of the Subdivision approved by the St. Tammany Parish Police Jury, and shall be deemed to run with and bind the Property described in Exhibit "A" and enure to the benefit of and be enforceable by Azalea Lakes, its successors, assigns and legal representatives, and be binding on all parties having any right, title or interest in the Property described in Exhibit "A", and their successors, assigns and legal representatives.

ARTICLE 1

DEFINITIONS

For the purposes of this Supplementary Declaration, the following explanations and definitions of words, terms, and phrases shall govern:

1.1 ARCHITECTURAL GUIDELINES shall mean the guidelines, and amendments thereto, established by the Architectural Review Committee.

1.2 ARCHITECTURAL REVIEW COMMITTEE, also referred to as the ARC, shall mean the committee established pursuant to Article VII of the Restated Declaration.

1.3 ASSOCIATION shall mean the Oak Harbor Property Owners' Association, Inc., a nonprofit Louisiana corporation, its successors, and assigns.

1.4 AZALEA LAKES shall mean Azalea Lakes Partnership, and its expressly designated appointees, if any, and its successors and assigns; provided however that no successor or assignee of Azalea Lakes shall have any rights, powers or duties of Azalea Lakes hereunder unless such rights, powers and duties are specifically set forth in the instrument of succession or assignment or unless such rights, powers and duties pass by operation of law.

1.5 BOARD shall mean the Board of Directors of the Association.

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1.6 CONSTRUCTION AND SALE PERIOD shall mean that period of time during which WCP is developing the Property and selling Lots, Units and/or residential dwellings, which time period shall extend from the date hereof until such time as the WCP transfers title to all of the Lots and/or Units subject to this Supplementary Declaration.

1.7 DEVELOPMENT PLAN shall mean and refer to the land as illustrated in Exhibit "C" of the Restated Declaration, as such may be amended from time to time subject to the regulations set forth in Section 2.0905 of the St. Tammany Parish Land Use Regulation Zoning Ordinance No. 523.

1.8 IMPROVEMENTS shall mean all structures and appurtenances thereto of every type and kind, including but not limited to: buildings, outbuildings, boathouses, garages, swimming pools, irrigation and drainage devices or systems, landscaping, plantings, windbreaks, trees, shrubs, fences, screening walls, retaining walls, bulkheads, docks, sidewalks, driveways, animal enclosures, decks, poles, works within Common Areas, light standards, recreational facilities and streets and parking areas.

1.9 LOT shall mean any plot of land shown upon any recorded Subdivision Map of the Property, with the exception of Common Areas, and any unit that may be created under applicable state law, as such may be amended from time to time.

1.10 OWNER shall mean one or more persons or entities, who alone, collectively or cooperatively own a Lot and/or Unit, but excluding any person or entity who holds such interest merely as a security for the performance of an obligation, including a Mortgagee, unless and until such person has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.11 PROPERTY shall mean all of the real property subject to this Supplementary Declaration.

1.12 SUBDIVISION shall mean and refer to the Subdivision hereinabove described, known as Marina Point, Lots 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A and 7B, (being a portion of former Lot 914 Eden Isles Subdivision Unit 4), which has been divided into Lots.

1.13 UNIT shall mean and refer to any structure or a portion of a structure situated upon the Property.

ARTICLE II

CONSTRUCTION STANDARDS AND REQUIREMENTS

2.1 Building Location. No building or structure shall be located nearer than twenty-five (25') feet to the front property line or as specifically delineated on the subdivision plat or nearer than five (5') feet to any one side property line or nearer than five (5') feet to any other side property line or nearer than twenty-five (25') feet to the rear lot line. The garage, however, may be closer to the street than the main building provided that such does not extend into the front building setback line. For corner lots, the side yard setback shall be as shown on the final plat. For the purposes of this Supplementary Declaration, eaves, steps and open porches shall not be considered as part of a building; provided, however, that the foregoing shall not be constructed to permit any portion of a building on a Lot to encroach on another Lot. For the purposes of this Supplementary Declaration, the front line of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street.

2.2 Lot Area. No detached residential structure shall be erected or placed on any residential building Lot in the Subdivision. Only a townhome residential structure with a common wall on the common property line shall be constructed on a Lot. No structure shall be constructed on a lot which has an area of less than five thousand six hundred twenty-five (5,625) square feet, or width of less than thirty-seven and five tenths (37.5') feet at the front of the building.

2.3 Construction.

A. The main building on any Lot in the Subdivision shall be constructed or assembled on the Lot and shall not be moved thereon from elsewhere.

B. No residence, building, fence, wall, or other structures 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, and the grading plan of the Lot and plans for landscaping of the Lot on which the improvements are to be erected shall have been submitted to and approved in writing by a majority vote of the Architectural Review Committee and a copy thereof as finally approved lodged permanently with the Architectural Review Committee. If the owner fails to submit plans and specifications to the Architectural Review Committee and receive the required approvals, then the Owner shall be assessed a special assessment for violating this provision, which assessment, if not paid by the Owner, shall become a lien on the Lot in accordance with the terms and provisions of the Restated Declaration. The Owner shall be responsible for paying the same and any costs and attorney's fees for collection thereof or associated therewith.

C. Two (2) sets of plans, including plot plan, to be retained by the Architectural Review Committee, must be submitted to the Architectural Review Committee for approval prior to any work commencing on the Lot.

D. The Owner shall not paint any portion of the exterior of any buildings or improvements without first obtaining the written approval of the paint color from the Architectural Committee.

E. Construction must be completed within one (1) year from the date of the commencement of construction, unless said construction has been halted by an Act of God or force majeure such as a hurricane, tornado, or flood. Ordinary rainfall delays shall not be an exemption from this provision. If the Owner fails to complete construction within one (1) year from the date of commencement of construction, then the Owner shall be assessed a special assessment by the Board for violating this provision, which assessment, if not paid by the Owner, shall become a lien on the Lot in accordance with the terms and provisions of the Restated Declaration. The Owner shall be responsible for paying the same and any costs and attorney's fees for collection thereof or associated therewith.

2.4 Residence Buildings.

A. No Lot and/or Unit in the Subdivision shall be used for any purpose other than multi-family residential. No building shall be erected, constructed, reconstructed, altered, placed or permitted to remain on any Lot other than one townhome residential structure with a common wall on the common property line, excepting as hereinafter provided, not exceeding three (3) levels in cross section and not exceeding two and one-half (2 ½) stories in height, a private garage for not more than three (3) cars, and other accessories incidental to residential use of said Lots, such as swimming pools, bathhouses and/or gazebos. Detached servants' quarters or any other detached structure may be constructed only with the prior written approval of the Architectural Review Committee, evidenced by majority vote thereof. In order to assure that location of each Unit will be harmonious, that the maximum amount of view will be available to each Unit, that the structures will be located with regard to the topography of each individual Lot, taking into consideration the location of other Unit(s), large trees, common facilities and similar considerations, the Architectural Review Committee

reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site, location and orientation of any house, dwelling, or other structure upon all Lots; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Lot Owner to recommend a specific site.

B. Standard siding, trim, windows and dimensional shingles is being used by the building contractor and approved by the Architectural Review Committee for all Unit(s). Any change in the future or additions shall match the original or be approved by the Architectural Review Committee as a suitable substitute prior to construction.

C. All siding must be lap wood, aluminum and/or vinyl unless otherwise approved by the Architectural Review Committee.

D. The floor area of any residential dwelling, exclusive of eaves, steps, open porches and garage shall be (I) not less than one thousand six hundred square feet (1,600) on any Lot located in the Subdivision, provided, however that in no event shall any multi-story residential dwelling have a ground floor area of less than one thousand one hundred (1,100) square feet.

E. The minimum roof pitch of each Unit shall be 6/12, and 3.5/12 for garages and porches. All roofing shingles must be Architectural Dimensional Style, such as Prestique Brand or equivalent.

F. Sky lights and solar collectors shall be located on rear slopes of roof and approved by the Architectural Review Committee prior to installation.

G. Fireplace flues and chimneys shall be constructed on the rear roof slope. Fireplace flues and chimneys shall be covered with a material that is used on the exterior of the residence.

H. White aluminum awnings shall be allowed above second level sun decks.

I. The minimum width of rear porches shall be six (6') feet. Front landings shall be a minimum width of four (4') feet.

J. Each individual Lot Owner shall provide an area visually screened from the street for the storage of garbage cans, wood piles, materials and supplies, and/or any equipment which is stored outside. Items will be considered screened only if they are not visible from the street or adjacent properties.

K. No owner or other occupant shall use or occupy his Lot and/or Unit, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private townhome residence for the Owner or his tenant and their families. No Lot and/or Unit shall be used or occupied for any business, commercial, trade or professional purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not.

L. It is expressly stipulated that the use of or for a public boarding house, group home, duplex apartment, garage apartment or other apartment use for rent, lodging house, sanatorium, hospital, asylum or institution of any kindred nature, or anything which is or may become a nuisance to the neighborhood is hereby expressly excluded from the definition of "residential" as used herein, but "residential purposes" shall be deemed to indicate and include an appurtenant private garage building, servant's quarters or other appurtenant out-building or structures approved by the Architectural Review Committee in accordance with Section 2.4 (A) herein.

2.5 Temporary and Other Structures. No building or structure of a temporary character, such as an out-building, shed, shack, barn, tent, trailer, mobile, modular or prefabricated home, or any other structure or building, other than the residence to be built thereon and an enclosed structure to house a trailer, boat, camper, motor home, or recreational vehicle shall be placed or maintained on any Lot in the Subdivision either temporarily or permanently, nor shall any such structure of a temporary character be used as a residence, either temporarily or permanently. No dwelling on any Lot in the Subdivision shall be occupied while in the course of construction nor until made to comply with all conditions set forth herein and all applicable statutes, laws, codes, regulations and ordinances. Any

J. Each individual Lot Owner shall provide an area visually screened from the street for the storage of garbage cans, wood piles, materials and supplies, and/or any equipment which is stored outside. Items will be considered screened only if they are not visible from the street or adjacent properties.

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L. It is expressly stipulated that the use of or for a public boarding house, group home, duplex apartment, garage apartment or other apartment use for rent, lodging house, sanatorium, hospital, asylum or institution of any kindred nature, or anything which is or may become a nuisance to the neighborhood is hereby expressly excluded from the definition of "residential" as used herein, but "residential purposes" shall be deemed to indicate and include an appurtenant private garage building, servant's quarters or other appurtenant out-building or structures approved by the Architectural Review Committee in accordance with Section 2.4 (A) herein.

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trailer, boat, camper, motor home, or recreational vehicle must be stored in an enclosed permanent structure so as not to be visible from the street or waterways. Said enclosed structure and any screening used to restrict the visibility of the enclosed structure and any of the above named items, must be constructed in accordance with the approval of the Architectural Review Committee.

Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for WCP to maintain, from time to time during the Construction and Sale Period, upon such portion of the Property as WCP deems necessary, such facilities as in the sole opinion of the WCP may be reasonably required, convenient or incidental to the development and/or construction of any Improvements and/or sale of the Lots. This shall include, but shall not be limited to, storage areas, construction yards and model homes, and the activities associated therewith.

Builders may construct a model home on any Lot and/or Unit by, complying with this Supplementary Declaration of Covenants and Restrictions and obtaining the approval of the Architectural Review Committee prior to construction. Further, the construction and the activities of the owner of the Lot and/or Unit, the builders, their agents, employees, contractors, subcontractors, successors, and/or assigns, shall be in compliance with the terms and conditions imposed from time to time by the Architectural Review Committee.

2.6 Garages. All Lots and/or Units shall have at a minimum a garage that is accessible and sized to accommodate two cars. Private garage air conditioning units are not permitted. Private garages shall be allowed to open to the street and may be closer to the street than the main building provided, however, that the front of the garage does not extend into the front setback building line. All garages must have an approved garage door. Garages may be attached or detached from the Dwelling and must be fully enclosed. Carports are not allowed on Lots and/or Units in the Subdivision.

2.7 Parking. No vehicle of any kind shall be parked on any portion of any Lot except the paved drive. Each individual Lot Owner shall provide for permanent parking of automobiles, boats, and trailers. No vehicle(s) owned or used by the Lot Owner or occupant shall be parked in the street. Each Lot shall have paved parking for a minimum of two (2) additional vehicles outside the garage. No driveway that is visible from the street or waterways shall be used for storage of boats, trailers, campers, unused or inoperable automobiles or any other items. The utilization of any portion of any Lot and/or Unit for performing repair work on any vehicle is expressly prohibited. No trucks, trailers, automobiles or other commercial vehicles bearing advertisements shall be parked on the street except when making a delivery.

2.8 Signage. No signs or advertising device of any nature or kind shall be placed or kept on any Lot and/or Unit, unless otherwise approved by the Architectural Review Committee. One (1) sign of not more than nine (9) square feet advertising the Builder or the Property for sale or rent, may be used.

2.9 Streetscape.

A. Address Numbers. Address Numbers will be displayed on the mailboxes. An additional address may be placed on the front of the house. All address number designs and locations shall be in accordance with the Architectural Guidelines and approved by the Architectural Review Committee.

B. Flagpoles. Flagpoles and flags to be displayed shall be in accordance with the Architectural Guidelines and approved by the Architectural Review Committee. No permanent flag poles shall be allowed in the front yard.

C. Basketball Goals, Sports or Recreational Equipment. Basketball goals, sports or recreational equipment are permitted, but must be located on the driveway behind the front facade of the home or in an area otherwise approved by the Architectural Review Committee.

D. Windows. No foil or other reflective material shall be used on any windows for sunscreens, blinds, shades or other purposes.

E. Window and/or Wall Mounted Heating/Air Conditioning Units.

There shall be no window and/or wall mounted heating or air conditioning units permitted.

2.10 Lighting.

A. Exterior Site Lighting. Exterior pool or landscape lighting must not infringe upon adjacent neighbors. All accent lighting should utilize low voltage, direct task type fixtures, and should be as close to grade as possible. All exterior lighting must be approved by the Architectural Review Committee prior to installation.

B. Security Flood Lighting. Security Flood Lighting must not infringe upon adjacent neighbors. Corner floodlights at the garage are acceptable. All Security Flood Lighting must be approved by the Architectural Review Committee prior to installation.

2.11 Receiving Devices, Sound or Mechanical Devices. No radio or television antennae, or other receiving device, outside lines, above ground improvements or hanging devices, shall be placed, constructed, maintained or installed on any Lot and/or Unit or upon the improvements of any Lot and/or Unit without the prior written consent of the Architectural Review Committee. However, a satellite disc of not more than twenty-four (24") inches may be placed on the service side of the home constructed on a Lot and/or Unit. Such placement and location must be approved by the Architectural Review Committee. Outside music or sound producing devices, and any other mechanical devices shall be subject to the approval of the Architectural Review Committee, and any guidelines in this regard shall be final.

2.12. Aircraft. There shall be no landing nor taking off of any form of aircraft, including helicopters of any form, in the Subdivision.

2.13 Nuisance. No noxious, illegal or offensive trade or activity shall be carried on or upon any Lot and/or Unit in the Subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the

neighborhood or the public.

2.14 Animals. No animals, livestock, insects, reptiles, rabbits or poultry of any kind shall be raised, bred or kept on any Lot and/or Unit, except that dogs, cats or other common household pets (not to exceed three (3) animals per Lot) may be kept, but they shall not be bred or kept for commercial purposes. No pet shall be allowed to leave its excrement on any other Lot, street, or common area. All dogs, cats, and household pets shall not roam free unless they are within a fenced enclosure on the Lot and/or Unit.

2.15 Oil and Mining Operations. No derrick or other structure designed for use in boring, mining or quarrying for water, oil, or natural gas, or precious metals or minerals shall ever be erected, maintained, or permitted upon any Lot in the Subdivision. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

2.16 Removal of Dirt. Excepting for the purposes of actual construction upon any Lot, no sand, gravel or soil shall be dug or removed from any Lot in the Subdivision; provided, however, that WCP, its successors, assigns or legal representatives, in carrying out the improvement and development of the Property, shall have the right to remove or add to any soil on any Lot in the Subdivision, and shall have the right of ingress and egress upon all Lots for the purpose of grading and excavating thereon, or constructing and completing the street improvements, installing the public utilities, and to do any and all other things necessary to complete the Development Plan. Unless suitable retaining walls are constructed to support the earth, the natural angle of response of the ground shall not be altered by excavation within five (5') feet of any boundary line of any Lot in the Subdivision by other than a slope of one and one-half feet horizontal to one foot vertical; provided, however, that nothing in this Paragraph shall be construed to prevent any such alteration in any manner, with or without retaining walls, by

WCP, its successors, assigns or legal representatives, in carrying out the development and improvement of the Property.

2.17 Sightlines. No fence, wall hedge or shrub planting which obstructs sightlines at elevations between two (2') and six (6') feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points fifteen (15') feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any Lot within ten (10') feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

2.18 Garbage and Refuse Disposal. All Lots and/or Units shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk, debris, grass cutting and lawn debris, seafood debris such as crab shells, shrimp shells, crawfish heads/shells, or other waste matter. All garbage, trash, junk, debris, grass cutting and lawn debris, seafood debris such as crab shells, shrimp shells, crawfish heads/shells, or other waste matter shall be kept in adequate containers constructed in metal, plastic or masonry materials, with tightly-fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view. No Lot or Unit shall be used for open storage of any materials whatsoever, except the 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, until completion of the Improvements, after which these materials shall either immediately be removed from the Lot and/or Unit, or stored in a suitable enclosure on the Lot and/or Unit. No garbage, trash, junk,

debris, grass cutting and lawn debris, seafood debris such as crab shells, shrimp shells, crawfish heads/shells, or other waste matter of any kind shall be burned on any Lot.

2.19 Lot Maintenance. 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 their Lot(s) mowed at all times and free from rubbish, trash, debris and noxious weeds. In the event that the Owners fail to perform this obligation, Azalea Lakes, or the Board shall have the authority to have the Lots and/or Units properly cut or cleaned and shall be paid a reasonable charge for such services by the Owner of the Lot and/or Unit immediately upon the request therefor. If the Owner fails to pay said charge, then said charge shall become a lien and a special assessment and the Owner shall be responsible for paying the same and any costs and attorneys fees for collection thereof or associated therewith.

2.20 Access. No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot unless the express written consent of the Architectural Review Committee first shall have been obtained.

2.21 Driveways and Sidewalks.

A. Each Lot and/or Unit must be accessible to an adjoining street by a driveway suitable for such purposes before the residential structure located on any such Lot may be occupied or used.

B. Location of the driveway on the Lot must not interfere with the location of electrical transformers within servitudes along the various property lines of the Lot. No driveway shall be constructed without the prior written approval of the Architectural Review Committee as to its location, which said location shall not be located nearer than five (5') feet to any side Lot line.

C. Driveways shall be connected to a street and shall be constructed at a minimum of concrete. Concrete driveways shall have expansion

joints not more than twenty (20') feet apart, with one joint at back of street curb. The minimum width of a driveway shall be twelve (12') feet and the maximum width shall be twenty-four (24') feet. The width of the driveway at the street curb shall widen to a minimum of fifteen (15') feet and a maximum of twenty-five (25') feet (not to encroach past any side property line extension); the driveway shall be at least four (4") inches thick and shall be poured against a horizontal form board at its end toward the street curb.

D. Walkways on the Lot going from the street curb to the townhome residential structure shall have a minimum width of three (3') feet and shall be constructed of material approved by the Architectural Review Committee. No walkway shall be closer than five (5') feet to the side yard except for a three (3') foot wide sidewalk within the sideyard from the front facade of the main structure or the garage to the rear of the structure. The sidewalk in this area may be six (6") inches off the side lot line. The Owner shall at all times maintain and keep said walkways in good condition and repair to the quality and type of the original construction and shall indemnify and hold harmless the Association for any causes of action, damages, claims, liability or monies spent, including attorney's fees, court costs and costs of defense, arisen out of or in any way connected with the failure of the Owner to maintain the said walkways in good condition and repair as required herein.

2.22 Utilities. Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot line.

2.23 Mail Receptacles. All mail receptacles must be of the same design, material and paint color as approved by the Architectural Review Committee and shall be constructed, placed and maintained on the Lot and/or Unit in accordance with guidelines provided by the Architectural Review Committee from time to time.

2.24 Fences. No fence or wall shall be erected on said Lot and/or Unit within the front building setback line of that Lot and/or Unit. Chain link fences are

not allowed. No fence or wall shall be constructed, placed, maintained or erected on any Lot and/or Unit without the prior written approval of the Architectural Review Committee as to its location, height, and type of material.

Unless otherwise approved by the Architectural Review Committee, the rear yard fence paralleling the rear property line must be setback a minimum of ten (10') feet off of the bulkhead (measured from inside edge) for lots 1A, 1B, 2A and 2B and shall be set on the inside edge of the bulkhead for lots 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A and 7B. Further, the rear yard fence paralleling the rear property line shall be a maximum of six (6') feet in height and must be a black, open, iron fencing.

A side yard fence may be constructed from the rear of the Unit to within ten (10') feet of the bulkhead (measured from inside edge) on Lots 1A, 1B, 2A and 2B. The maximum height of said fence shall be six (6') feet and shall be constructed of black, open, iron fencing.

A side yard fence may also be constructed from the rear of the Unit to the inside edge of the bulkhead on Lots 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, and 7B. The maximum height of said fence shall be six (6') feet and shall be constructed of black, open, iron fencing.

A side yard fence may be constructed from the front facade of the main building structure or the garage of the Unit to the rear of the main building structure of the Unit and can be solid, not to exceed a maximum height of six (6') feet.

2.25 Landscape Requirements and Restrictions.

A. Landscaping shall be installed within thirty (30) days of substantial completion of each townhome Unit on the Lot. The following are the minimum landscape requirements:

1. There shall be twenty-five (25) - 3 gallon shrubs planted in the front yard of each Unit and twenty-five (25) - 3 gallon shrubs planted in the rear yard of each Unit.

2. There shall be two (2) - 2 ½ inch caliper trees planted in the front yard of each Unit and two (2) - 2 ½ inch caliper trees planted in the rear of each Unit.

3. The front, rear, and side yards shall be one hundred percent (100%) solid sodded with centipede or equal grass.

B. If the Lot or Unit Owner defaults, then the Architectural Review Committee may cause the work to be performed and shall be paid a reasonable charge for such services and materials by the Owner of the Lot and/or Unit immediately upon the request therefor. If the Owner fails to pay said charge, then said charge shall become a lien and a special assessment and the Owner shall be responsible for paying the same and any costs and attorneys fees for collection thereof or associated therewith.

2.26 Drainage.

A. No Owner shall in any way interfere with or alter the established drainage pattern of water over his Lot or interfere with drainage over and through any drainage servitude on his Lot. For purposes of these restrictions, the "established drainage pattern" is defined as the drainage pattern which is designed to occur at the time at the time at the overall filling and grading of the Subdivision and the Lots in the Subdivision have been completed in accordance with the requirements of these restrictions and in accordance with the Master Paving and Drainage Plan prepared by J.V. Burkes and Associates, Inc., and the Site Grading Plan prepared by J.V. Burkes and Associates, Inc., which plans have been submitted by WCP to the St. Tammany Parish Planning Commission. Copies of said plans are also filed in the Official Records of St. Tammany Parish, Louisiana and with the Architectural Review Committee.

B. In order to achieve the established drainage pattern, each Owner shall be responsible to grade, elevate and fill his Lot in accordance with and as required by these restrictions and the Site Grading Plan. Each Owner shall also be responsible to maintain the elevation of his Lot so that water shall drain over and

through his Lot in accordance with the established drainage pattern of his Lot as provided herein and as shown on said Site Grading Plan.

C. The maximum slope of any and all Lots within the Subdivision shall be 4:1.

2.27 Drainage Structures. All drainage structures, except where dedicated by servitude, shall be maintained by the Owner and/or Occupant of the Property where such drainage structures are located. Drainage structures located on Common Areas shall be maintained by the Association. The purpose of these drainage structures is to collect rain water runoff; no other substance shall be permitted therein.

2.28 Restrictions for Lots 1A, 1B, 2A, and 2B (Marina Basin Lots). The rear boundary line of lots 1A, 1B, 2A, and 2B Marina Point (being a portion of former Lot 914 Eden Isles Subdivision, Unit No. 4), are located on the boundaries of the Marina Basin. These lots do not extend into the Marina Basin. The Marina Basin is owned by Oak Harbor Investment Properties, L.L.C., ("OHIP") and contains existing improvements, including an operating marina. OHIP also has a development plan for the Marina Basin which includes constructing additional boat slips in the future, adjacent to the rear boundary lines of the above-referenced lots. The owners of lots 1A, 1B, 2A, and 2B Marina Point, (being a portion of former Lot 914 Eden Isles Subdivision, Unit No. 4) shall not construct any boat docks, piers, boat houses, wharves, hoists, or other improvements in the Marina Basin area adjacent to the rear of their lots. The owners of these lots shall at all times keep this area free of any obstructions, improvements, and vehicles, including boats or other watercraft. The owners of these lots shall further not commit any acts which shall interfere with OHIP's use or operation of the Marina Basin or the use or operation by OHIP's lessees, successors, transferees, designees, or assigns.

The owner of the Marina Basin, (currently OHIP) or its lessees, successors, transferees, designees or assigns shall be responsible for the maintenance of the bulkhead located at the water's edge of these lots. The owners

of these lots shall design the improvements to be placed upon these lots to avoid increasing the load on the bulkhead and causing stress on the bulkhead.

Improvements shall be set back a minimum of twenty-five (25') feet from the rear of the lot. The owners of these lots shall be responsible for any damages that occur to the bulkhead as a result of the failure of the owner to comply with these building restrictions or as a result of constructing or placing any improvements on these lots which cause damage to the bulkhead.

2.29 Restrictions for Lots 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A and 7B.

The following additional restrictions shall apply:

A. No wharf, pier, dock, bulkhead, boathouse, gazebo or other structure or obstruction shall be built or maintained upon any Lot abutting a Waterway or into or upon any Waterway on the Lot, or adjoining thereto, without the prior written approval of the plans and designs by the Architectural Review Committee. All structures must be constructed independent of the existing bulkhead. The maximum that any structure can be constructed into the water from the bulkhead line is ten (10') feet. No boathouse or any other structure shall be fully enclosed and obstruct the view of the Waterway. Boathouses and any other structure shall have a minimum 6/12 roof pitch and be finished with Dimensional shingles to match the roof of the Unit and shall be trimmed to match the Unit. Such structures built by the Owner shall be maintained at his sole expense. Notwithstanding any of the above contained herein to the contrary, no hanging of tires on any wharf, pier, dock, bulkhead, boathouse, gazebo or other structure or obstruction will be permitted.

B. Lots 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A and 7B are subject to a certain Act of Servitude of Passage And Use Over Waterway registered in the office of the Clerk of Court for the Parish of St. Tammany State of Louisiana in conveyance Instrument No. 1135897 on February 18, 1999.

C. No launching facilities, boat ramps, or any similar type of structure(s) or equipment shall be installed, constructed or maintained upon any Lot

nor shall any boat trailer be stored on any Lot except in a permanently enclosed structure as designated in Section 2.5 herein.

2.30 Swimming Pools.

A. Swimming pools, patios and decks shall be located on the rear portion of the Lot and/or Unit. Notwithstanding the provision of Article II, Section 2.1, swimming pools, patios and decks shall not be nearer than twenty-five (25') feet to the inside edge of the bulkhead for Lots 1A, 1B, 2A, 2B and shall not be nearer than twenty (20') feet to the inside edge of the bulkhead for Lots 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A and 7B.

B. Swimming pools, patios and decks shall be constructed in the ground and shall be at normal ground level. No above-ground pools shall be allowed.

C. A fence of design approved by the Architectural Review Committee, and in compliance with St. Tammany Parish regulations, shall completely enclose any swimming pool.

2.31 Clotheslines. Outside clotheslines or other outside facilities for airing or drying clothes are specifically prohibited and shall not be erected, placed or maintained on the Lot and/or Unit. No clothing, rugs, or other items shall be hung on any railing, fence, hedge or wall.

2.32 Multiple Lots.

A. Nothing in these restrictions shall prohibit an Owner of any two (2) adjoining Lots having frontage on the same street from erecting a residence on the two (2) Lots, which shall be considered, for the purpose of these restrictions, more particularly for assessments, as two (2) Lots, even if said Lots are resubdivided into one (1) larger Lot.

B. The Property and/or Lot shall not be subdivided by Owner and/or Occupant into a parcel of ground smaller than the original Lot as designated by WCP in the original subdivision plan without Azalea Lake's approval and no sale or mortgage of any Lot and/or Unit shall convey or encumber, as the case may be,

less than the entirety thereof. Nothing in this Subsection 2.32B shall prevent the Owner and/or Occupant from combining two (2) or more existing Lots into a larger Lot, provided, however, that the aggregate number of original lots prior to the combination is used to calculate the assessments.

2.33 Bulkheads. The Owner is responsible for maintaining, repairing, or replacing the bulkhead on the Lot such that the bulkhead shall always remain on the Lot.

ARTICLE III

WATERWAYS RESTRICTIONS

3.1 Use of Boats. Boats shall be permitted to use the Waterways subject to the Act of Servitude of Passage and Use Over Waterway registered in the office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, in conveyance Instrument Number 1135897 on February 18, 1999. No skiing shall be allowed on the Waterways adjacent to the Subdivision. Owners, their guest and invitees shall obey the provisions of St. Tammany Parish Police Jury Ordinance No. 90-1289 making it unlawful to exceed a speed of five (5) miles per hour on the waters adjacent to the subdivision and to ski in the waters adjacent to the Subdivision. Neither Azalea Lakes, OHIP, WCP nor the Association shall be liable or responsible for any death, accident or injury occurring upon or within such Waterways. The user of such Waterways shall assume all risks in connection therewith.

3.2 Fishing and Swimming.

A. Fishing shall be generally permitted on all Waterways adjacent to the Subdivision. On Waterways surrounded by Lots only, only the Owners of such abutting Lots shall be permitted to fish in said Waterways.

B. Swimming and scuba-diving shall not be permitted in any Waterway adjacent to the Subdivision. Neither Azalea Lakes, OHIP, WCP nor the Association shall be liable or responsible for any death, accident or injury as a result of violation of this restriction.

3.3 Other Prohibited Waterway Uses.

A. No dredging of the Waterways shall be conducted, allowed or permitted by the Owner, the Owner's guests or invitees.

B. No setting of traps or other obstructions in the Waterways shall be conducted, allowed or permitted by the Owner, the Owner's guests or invitees.

C. Garbage and refuse disposal, as described in paragraph 2.18 herein, shall be prohibited in the Waterways.

ARTICLE IV

PEDESTRIAN SERVITUDE OF PASSAGE

WCP hereby grants a pedestrian servitude of passage, ingress and egress and right of use along Lots 1A, 1B, 2A and 2B Marina Point, (being a portion of former Lot 914 Eden Isles Subdivision, Unit No. 4), or any resubdivision thereof, for a width of ten (10') feet. Said servitude is delineated on the survey by J.V. Burkes and Associates, Inc. dated January 28, 1999, Survey No. 990271 which is attached hereto and made a part hereof as Exhibit "B".

Said servitude and right of use shall be in favor of OHIP, its parent, subsidiaries, affiliates, agents, employees, lessees, contractors, licensees, invitees, guests, successors, transferees, designees, heirs and assigns. Said servitude shall be further in favor of the general public, its agents, employees, lessees, contractors, licensees, invitees, guests, successors, transferees, designees, heirs and assigns. Said servitude of passage of ingress and egress, and right of use shall permit and allow the grantee thereof and his affiliates, agents, employees, lessees, contractors, licensees, invitees, guests, successors, transferees, designees, heirs and assigns, the non-exclusive use and right of passage together with others across and through said Lots within the said servitude area. In no event shall any such grantee be deprived passage or ingress and egress from or over said Lots within the servitude area.