

FOURTH SUPPLEMENTARY DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR LOTS 834 A-29, 834 A-30
836 A-9 through 836 A-32,
852 A & B, 853 A & B, 854 A & B, 855 A & B, 856 A & B,
857 A & B, 858 A & B, 859 A & B, 860 A & B,
861 A & B, and 862 A & B

EDEN ISLES SUBDIVISION, UNIT NO. FOUR

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BE IT KNOWN, That on this ___ day of December, 1994,

BEFORE ME, the undersigned Notary Public, personally came and appeared:

MARIE BALDWIN, wife of/and WILLIAM C. PENICK, both persons of the full age of majority and residents of the Parish of St. Tammany, State of Louisiana, who declared under oath unto me, Notary, that they each have been married but once and then to each other and are currently living and residing together, whose mailing address is P.O. Box 839, Slidell, Louisiana 70459;

WHO DECLARED UNTO ME, NOTARY, AS FOLLOWS:

WHEREAS, Declarant is the owner and developer of certain real property situated in the Parish of St. Tammany, State of Louisiana, which property is described as LOTS 834 A-29, 834 A-30, 836 A-9 through 836 A-32, 852 A & B, 853 A & B, 854 A & B, 855 A & B, 856 A & B, 857 A & B, 858 A & B, 859 A & B, 860 A & B, 861 A & B, and 862 A & B, Eden Isles Subdivision, Unit No. 4.

WHEREAS, Declarant intends to develop the Property in accordance with the plans of J. V. Burkes & Associates, Inc., dated August 21, 1994, attached hereto as Exhibit "A" and made a part hereof (hereinafter the "Subdivision"), and this Subdivision is zoned P.U.D with a multi-family classification and density. Only approved multi-family structures with common walls on the common property line shall be constructed on the lots within the Subdivision. No single family structure shall be built on the lots within the Subdivision.

WHEREAS, the Property is 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"), by virtue of the Supplementary Declaration recorded in the Conveyance records of the Office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, at Instrument No. 880179 on October 25, 1993.

NOW THEREFORE, Declarant hereby declares that all of the Property 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.

DT. REG # 562,692
Inst # 931572
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NOW THEREFORE, Declarant hereby further declares that the Property 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 in aid of the General Plan of Development of the Oak Harbor Subdivision approved by the St. Tammany Police Jury, and shall be deemed to run with and bind the Property and inure to the benefit of and be enforceable by the Declarant, their heirs, successors, assigns and legal representatives, and be binding on all parties having any right, title or interest in the Property and their heirs, successors, assigns and legal representatives.

ARTICLE I

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 established by the Architectural Review Committee for multi-family dwellings.

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 BOARD shall mean the Board of Directors of the Association.

1.5 CONSTRUCTION AND SALE PERIOD shall mean that period of time during which Declarant 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 Declarant transfers title to all of the Lots and/or Units subject to this Supplemental Declaration.

1.6 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.

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

1.8 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.

1.9 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.

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

1.11 SUBDIVISION shall mean and refer to the subdivision hereinabove described, known as "Edan Isles Subdivision, Unit No. 4.", which has been divided into Lots.

1.12 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, structure, garage or carport shall be located nearer than twenty-five (25') feet to the front property line or nearer than five (5') feet to any other property line or nearer than twenty-five (25') feet to the rear property line or water's edge. 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 Construction. 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.

2.3 Lot Area. No detached residential structure shall be erected or placed on any residential building Lot in the subdivision. Only multi-family residential structures 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 a width of less than thirty-seven and five-tenths (37.5') feet at the front building setback line, except for Lots 036 A-11 and 036 A-12.

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 multi-family dwelling, excepting as hereinafter provided, not exceeding three (3)

levels in cross section, and a private garage for not more than two (2) cars and other structurally connected or architecturally related accessory structures. 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 family residence for the Owner or his tenant and their families. With the exception of a sales center model home, 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.

B. No multi-family dwelling shall be permitted on any Lot at a total building cost of less than Sixty Thousand (\$60,000) Dollars based upon cost levels prevailing on the date this Supplementary Declaration is recorded, it being the intention and purpose of this Supplementary Declaration to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date this Supplementary Declaration is recorded as the minimum cost stated herein for the minimum permitted dwelling size.

C. The floor area of any residential dwelling, exclusive of awns, steps, open porches and garage or carport shall be (1) not less than one thousand six hundred (1,600) square feet 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.

D. It is expressly stipulated that the use of or for a public boarding house, garage apartment or other apartment use, 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 any appurtenant private garage building, servant's quarters or other appurtenant out-building or structures.

2.5 Temporary and Other Structures. No structure of a temporary character, out-building, shack, barn, tent, mobile, modular or prefabricated home, tent, or trailer or any other structure or building, other than the residence to be built thereon, shall be placed or maintained on any Lot in the Subdivision either temporarily or permanently, nor shall any such structure or 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, nor shall any trailer, boat, camper, or motor home be parked on the front one-half of any Lot; Lots abutting on more than one street for the purpose of this condition shall be deemed to front upon each street. In no case shall any trailer, boat, camper, or motor home be parked on any Lot so that the said is visible from the front

street or rear street. Any boat, trailer, camper, or motor home must be stored in such a manner as not to be visible from the street. When screening is used to restrict the visibility of any of the above named items, it must be constructed in accordance with the Architectural Guidelines.

Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for Declarant to maintain, from time to time during the Construction and Sale Period, upon such portion of the Property as Declarant deems necessary, such facilities as in the sole opinion of the Declarant 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 area, construction yards, sales office and model homes.

2.6 Parking. No vehicle of any kind shall be parked on any portion of any Lot except the paved drive. The utilization of any portion of any Lot and/or Unit for performing repair work on any vehicle is expressly prohibited. No parking space or street area shall be used for storage of boats, trailers, campers, unused or inoperable automobiles, vehicles or any other items. None of the aforementioned items shall be visible from the street. No trucks, trailers, automobiles or other commercial vehicles bearing advertisements shall be parked on the street except when making a delivery.

2.7 Signage. No signs or advertising device of any nature or kind, including political signs, shall be placed or kept on any Lot and/or Unit, except lot identification signs which have been approved by the Architectural Review Committee. One (1) sign of not more than nine (9) square feet advertising the Property for sale or rent, may be used by the Declarant to advertise the Property during the Construction and sales period. One (1) sign of not more than forty (40) square feet may be used by the Declarant to advertise the Subdivision.

2.8 Receiving Devices. No radio or television antennae, disc or other receiving device shall be placed, constructed, maintained or installed on any Lot and/or Unit.

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

2.10 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.

2.11 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.

2.12 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.

2.13 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 the Declarant, their heirs, 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 three 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 the Declarant, their heirs, successors, assigns or legal representatives, in carrying out the development and improvement of the Property.

2.14 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.

2.15 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 or other waste matter. All garbage, trash, junk, debris or other waste matter shall be kept in adequate containers constructed of 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 that 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, or other waste matter of any kind shall be burned on any Lot.

2.16 Lot Maintenance. The Owners of all Lots and/or Units shall at all times keep all weeds, grass and shrubbery thereon cut in a sanitary, healthful and attractive manner and shall not allow weeds, grass or underbrush to grow up and remain on their Lots. In the event that the Owners fail to perform this obligation, then the adjacent Lot Owners or occupants, or the Declarant, 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.

2.17 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.

2.18 Yard and Housing Lighting. It is recommended that each Lot and/or Unit have a gas or electric light fixture on a pole or a post either in the front yard or on the front wall of the single-family dwelling. The design, height and location of said fixture shall be subject to the approval of the Architectural Review Committee.

2.19 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 ten (10) feet. The width of the driveway at the street curb shall widen to a minimum of fifteen (15) feet (not to encroach past any side property line extension); the driveway shall be at least four (4) inches thick and shall be poured over No. 10 slab wire, against a horizontal form board at its end toward the street curb.

D. Walkways on the Lot going from the street curb to the multi--family dwelling shall have a minimum width of three (3) feet and shall be constructed of material approved by the Architectural Review Committee. 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 defence, arising out of or in any way connected with the failure of Owner to maintain the said walkways in good condition and repair as required herein.

2.20 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.

2.21 Mail Receptacles. All mail receptacles shall be subject to approval 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.

2.22 Fences. 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 and type of material. Notwithstanding anything above to the contrary, no fence or wall shall intersect or connect with, ^{where?} be attached to, or otherwise be constructed, placed, maintained or erected. *INCOMPLETE?*

2.23 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 overall filling and grading of the subdivision and the Lots in the subdivision have been completed in accordance with the requirements of these restrictions.

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 for his Lot as provided herein and as shown on said Site Grading Plan.

2.24 Restrictions for Waterfront Lots. Any Lot which shall abut upon any lake, canal or other waterway (hereinafter collectively referred to as "Waterways") is currently subject to those restrictions set forth in the Supplementary Declaration of Covenants, Conditions, and Restrictions for Lots 816, 834A, 836A, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 867, 868, 871, 873, 874, 875, 876 and 880, Eden Isles Subdivision, Unit No. Four, St. Tammany Parish, Louisiana, recorded at Instrument No. 880179, on October 25, 1993, in the office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana. In addition, these waterway lots shall be subject to the following additional restrictions:

A. Swimming pools, patios and decks shall be located on the rear portion of the Lot and/or Unit and shall not be visible from any street within the subdivision. Swimming pools, patios and decks shall not be nearer than twenty-five (25') feet to any rear Lot line or the water's edge.

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 a design approved by the Architectural Review Committee shall completely enclose any swimming pool.

ARTICLE III

SUPPLEMENTARY DECLARATION GOVERNED BY RESTATED DECLARATION

Declarant hereby declares that any and all provisions set forth in this Supplementary Declaration are supplemental to all terms and provisions of the Restated Declarations, and shall be governed and bound by therefore, including without limitation the following Articles of the Restated Declarations: Article I - Definitions, Article II - Property Subject to this Declaration, Article III - The Association, Article IV - Right of Association Membership, Article V - Covenant for Assessments, Article VI - Nonpayment of Assessments, Article VII - Architectural Review, Article VIII - Repair and Maintenance, Article IX - Of Common Areas, Article X - Servitudes, Article XI - Use of Restrictions and Owners' Obligations, Article XII - Transfer of Real Property, Article XIII - Rights of Institutional Lenders and Public Agencies, Article XIV - General Provisions.

THUS DONE AND PASSED, in multiple originals, in my office at Slidell, Louisiana, on the day, month and year first above written and in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the Declarant and me, Notary Public, after reading of the whole.

WITNESSES:

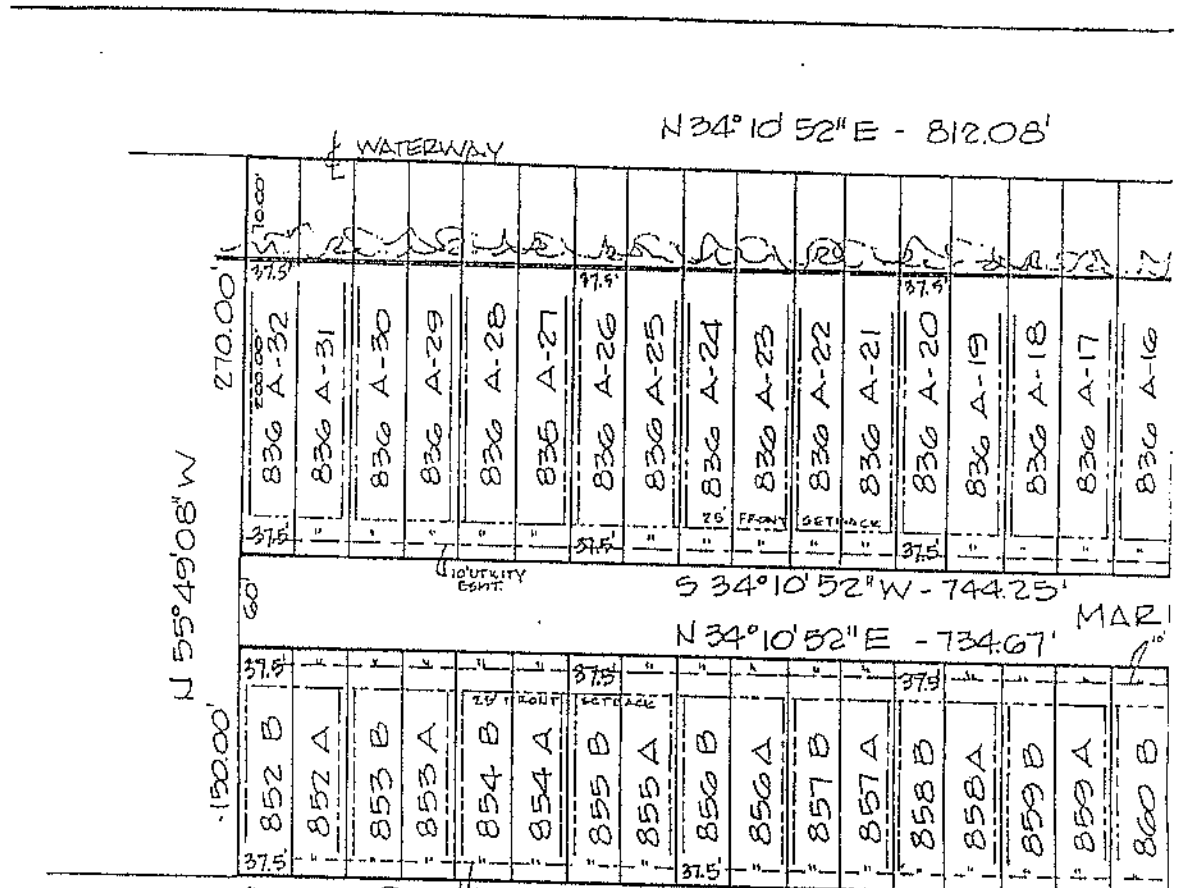
[Signature]
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APPEARING

[Signature]
WILLIAM C. PENICK

[Signature]
MARIE BALDWIN PENICK

[Signature]
NOTARY PUBLIC



RESUB. IN EDEN ISLES - UNIT 4
 SEC. 33-T09-R14E ST. TAMMANY PARISH, LA

A PORTION OF LOT 834 A
 INTO
LOTS 834 A-29 & 834 A-30
 AND
 A PORTION OF LOT 836-A
 INTO
LOTS 836 A-9 thru 836 A-32
 AND
 LOTS 852 THRU 862
 INTO

YACHT BASIN

LOT	AREA - SQ. FT
852 A, B thru 860 A, B and 862 A, B 861 A, B 863 A-14 thru 863 A-32	5,625.00
834 A-29 & A-30	25,084.60
863 A-9 & A-10	11,268.36
863 A-11	12,872.94
863 A-12	13,085.84

