

SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKESHORE ESTATES AT OAK HARBOR EAST,
PHASE 1A-2.1

St. Tammany Parish
Instrmnt #: 1259862
Registry #: 1077520 GGM
08/13/2001 1:30:00 PM
MB CB X MI UCC

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

BE IT KNOWN, That on this 9th day of August, 2001, before me, the undersigned Notary Public, personally came and appeared, **TAMMANY HOLDING CORPORATION**, a Louisiana corporation organized and existing under the laws of the State of Louisiana, represented herein by its President, **ROBERT L. TORRES, SR.**, duly authorized pursuant to a resolution recorded at **Instrument No. 730796** of the official records of St. Tammany Parish, Louisiana, with its principal office located at **P.O. BOX 1797, Slidell, Louisiana 70459**; being hereinafter referred to as "Declarant".

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 more particularly described in **Exhibit "A"**, attached hereto and made a part hereof (hereinafter the "Property"); and

WHEREAS, Declarant intends to develop the Property as Lakeshore Estates at Oak Harbor East, Phase 1A-2.1, Lots 51 thru 85, inclusive, in accordance with a subdivision plan recorded with the Office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, and any revisions, modifications and amendments thereto. (**hereinafter the "Subdivision"**); and

WHEREAS, Declarant intends that the Property described in **Exhibit "A"** becomes subject to the Master Declaration of Covenants, Conditions, and Restrictions, Oak Harbor East Development, St. Tammany Parish, Louisiana, dated September 3, 1999, recorded at Instrument No. 1165151 of the public records of St. Tammany Parish,

Louisiana, and any supplements and amendments thereto, (the "Master Declaration");

WHEREAS, the purpose of this Supplementary Declaration 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 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, Declarant 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 Master Declaration and does hereby subject the Property described in **Exhibit "A"** to the Master Declaration. For the purposes of Regular Assessments, 51 through 69, will be classified as Lakefront Units; 70 through 85 will be classified as Inland Lake Units in accordance with the Declaration.

NOW THEREFORE, Declarant 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, and shall be deemed to run with and bind the Property described in **Exhibit "A"** and inure to the benefit of and be enforceable by the Declarant, 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 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, 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 Master Declaration.

1.3 **ASSOCIATION** shall mean the Lakeshore Estates Homeowner's 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 definition as fully set forth in Section 15 of the Master Declaration.

1.7 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.

1.8 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 "**Lakeshore Estates at Oak Harbor East**", Phase 1A-2.1, 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

PRIVATE STREETS, SERVITUDE OF PASSAGE

2.1 All of the streets, drives, courts, and cul-de-sacs shown on the plan of Subdivision fronting Lots 51 thru 85, inclusive, shall be private streets, drives, courts, and cul-de-sacs. The Parish of St. Tammany, the State of Louisiana and the public in general shall have no interest or rights therein. Said streets, drives, courts and cul-de-sacs are not intended to be dedicated in any manner to the Parish of St. Tammany, the State of Louisiana, the public in general or to public use. Ownership and fee title to said streets, drives, courts, and cul-de-sacs shall remain in **Tammany Holding Corporation**, its successors, transferees or assigns and are reserved by and excluded by **Tammany Holding Corporation**. Said ownership and fee title to said streets, drives, courts and cul-de-sacs are not conveyed or transferred herein or hereby. Nothing in this Supplemental Declaration or on said plans is intended to dedicate in any manner said streets, drives, courts, or cul-de-sacs fronting Lots 51 thru 85, inclusive, to the Parish of St. Tammany, the State of Louisiana, the public in general or to public use. The filing of the Plan of Subdivision and/or the sale of property or Lots by **Tammany Holding Corporation**, its successors or assigns, by reference to or according thereto shall not in any manner dedicate said streets, drives, courts, or cul-de-sacs to the Parish of St. Tammany, the State of Louisiana, the public in general or to public use.

2.2 There is hereby granted and established by designation in favor of each and every Lot in the Subdivision, each and every present and future Owner of a Lot in the Subdivision, and the Association, their heirs, successors and assigns, a non-exclusive perpetual servitude of passage and of ingress and egress on, over and across all of the streets (including all drives and courts) and the street rights-of-way located in the Subdivision, as shown on

the Plan of the Subdivision. The servitude in favor of each such Lot or grantee shall be a separate and distinct servitude and shall be a predial servitude which shall be exercisable by the Owner of such Lot or grantee and his agents, employees, contractors, licensees, invitees, and guests. Each and every such servitude of passage and of ingress and egress shall permit and allow the grantee thereof (i.e., the Lot, the Owner of the Lot) and his agents, employees, contractors, licensees, invitees and guests, the non-exclusive use and right of passage, together with others, of said streets and sidewalks, if the latter are required, within the said street rights-of-way for access to and ingress to and egress from every Lot and/or Common Area, which said use shall be determined by law, these Subdivision restrictions, and rules and regulations as promulgated by the Association from time to time. In no event shall any such Lot or Owner of a Lot or grantee be deprived of egress from or ingress to his Lot over the said streets in the Subdivision. The aforesaid servitudes established in this Article shall not be subject to termination or amendment by or upon any termination or amendment of this Supplementary Declaration. The servitudes hereinabove established in this Article shall encumber and include, without limitation, all of the following streets, drives, courts, and cul-de-sacs shown on the Plan of Subdivision, to wit: Lakeshore Boulevard. Any person who shall cease to be a Lot Owner and Association member shall lose his servitude rights under this Article.

2.3 It is expressly provided that Declarant, its successors or assigns, shall have the right to grant additional servitudes for passage, ingress, egress, utilities and/or other purposes in, on, over, under and across the said streets and street rights-of-way located in the Subdivision and/or shown on the Plan of Subdivision, to such entities, properties and/or persons as it shall determine, which such grantees shall have the right to use and enjoy the said

street rights-of-way and streets in addition to and together with the grantees of the servitudes hereinabove established and without hindrance from said grantees, regardless of when their rights shall be recorded. In addition, Declarant reserves the right for itself, its successors and assigns, to use and enjoy the said streets and street rights-of-way in addition to and together with all of said grantees. It is understood that other servitudes, such as servitudes for utilities, have been granted which affect the said street rights-of-way. The grantees of the servitudes hereinabove established shall cooperate with such other servitude grantees in the use and enjoyment of the servitude areas, streets and street rights-of-way.

2.4 An Owner of a Lot in the Subdivision and his respective agents, employees, contractors, licensees, invitees and guests shall at no time obstruct or in any way interfere with free passage on, over or across the said streets and street rights-of-way and that portion of the rights-of-way on which sidewalks, if required, may have been constructed.

2.5 The Declarant, or its successors and assigns, the Association, or its successors and assigns, and/or any utility company, entity or governmental agency in carrying out its rights, duties or obligations to install, maintain, repair or replace the improved streets or any utility within the Subdivision or streets, may reasonably temporarily obstruct or interfere with the said use of passage, and of ingress or egress, on, over or across said streets and street rights-of-way. The Association shall also have the right to protect and preserve the private nature of the said streets in the Subdivision by reasonable means, including without limitation, by reasonable rules and regulations, by gatehouses, security gates, check points, guard rails and similar devices located in the street right-of-way or otherwise.

2.6 Nothing contained herein shall in any way prevent or limit

the Declarant from installing such security gates or similar devices along the street rights-of-way so as to segregate certain portions of the subdivision from other portions thereof, provided that such activity does not deny a Lot or Owner the right of ingress or egress to the Owner's Lot, even if a deprivation of ingress or egress to other portions of the Subdivision is the result.

ARTICLE III

CONSTRUCTION STANDARDS AND REQUIREMENTS

3.1 Building Location.

A. No building, structure, or garage shall be located nearer than Thirty-Five (35') feet to the front property line or nearer than ten (10') feet to any one side property line or nearer than fifty (50') feet from the rear bulkhead line. The rear of bulkhead line for lots 51 through 69 will be approximately 220 feet from the front property line; and on lots 70 through 85 the rear bulkhead line will be approximately 200 feet from the front property line.

B. For corner lots the side yard setback shall be fifteen (15') feet from the side yard facing the street.

C. For the purpose of calculating building setback requirements, eaves, steps and open porches shall be considered as part of a building.

D. For the purpose of this Supplementary Declaration, the front lot line of each lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street.

3.2 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 Master 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 and specifications, including the plot plan, must be submitted to the Architectural Review Committee for approval prior to any work commencing on the Lot. These plans and specifications shall be retained by the Architectural Review Committee.

D. All plans submitted to the Architectural Review Committee must contain the base ground elevation of the lot; the final slab elevation; the brick ledge elevation and the elevation of the highest finish floor of the residence and any accessory buildings.

E. 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 Review Committee.

F. 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 may be assessed a special daily 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 Master Declaration. The Owner shall be responsible for paying the same and any costs and attorney's fees for collection thereof or associated therewith.

3.3 Residence Buildings.

A. No Lot and/or Unit in the Subdivision shall be used for any purpose other than residential. No building shall be erected, constructed, reconstructed, altered, placed or permitted to remain on any Lot other than one single family dwelling, excepting as hereinafter provided, not exceeding three (3) levels in cross section and not exceeding two and one-half (2 1/2) stories in height, a private garage for not more than four (4) 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 the location of houses will be harmonious, that the maximum amount of view will be available to each house, that the structures

will be located with regard to the topography of each individual Lot, taking into consideration the location of other houses, large trees, common facilities and similar considerations, the Architectural Review Committee its successors and assigns, shall have the right to control absolutely and to solely 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. Subject to the discretion of the Architectural Review Committee, not more than forty (40%) of the exterior of any residence may be wood, aluminum and/or vinyl siding or a similar building material. All exteriors requiring paint must have at least two (2) coats of paint.

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

D. On Lots numbered 32 through 50, and 87 through 107 the floor area of any residential dwelling, exclusive of eaves, steps, open porches and garage shall not be less than three thousand square feet (3,000), provided however that in no event shall any multi-story residential dwelling have a ground floor area of less than one thousand eight hundred (1,800) square feet.

E. All residences shall be constructed with at least eighty (80%) percent of the ceilings on the ground floor not less than nine (9') feet high.

F. Fireplace flues and chimneys shall be covered with the same material as used on the exterior of the residence. All fireplaces shall have chimney caps.

G. 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.

H. 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 single family residence for the Owner or his tenant and their families. No Lot and/or Unit shall be used 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.

I. It is expressly stipulated that the use of the term "residential" herein shall not include a public boarding house, group home, duplex apartment, garage apartment or other apartment used 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. "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 3.3 (A) herein.

3.4 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, 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 trailer, camper, motor home, recreational vehicle or boat not located in an approved enclosure must be stored in an enclosed permanent structure so as not to be visible from the

street or the 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 Architectural Guidelines.

Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for Declarant to maintain, 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 areas, construction yards and model homes.

3.5 Garages. All Lots and/or Units shall have at a minimum a garage that is accessible and sized to accommodate two cars. The garage shall load only from the side or rear of the residence and the garage on any corner lot must load from the interior lot side. All garages must have an approved garage door and must be fully enclosed. Carports and garages in which the garage door faces any street in the subdivision are not allowed on Lots and/or Units in the subdivision.

3.6 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 waterway area 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.

3.7 Signage. No signs or advertising devices 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 to advertise the Lot and/or Unit.

3.8 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.

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.

D. Windows. Any window covering placed on any windows facing any street must be lined with a white or off-white backing unless otherwise approved by the Architectural Review Committee. No foil or other reflective material shall be used on any windows for sunscreens, blinds, shades or other purposes, nor shall window mounted heating or air-conditioning units be permitted.

3.9 Lighting.

A. Exterior Site Lighting. Exterior pool, dock, pier, 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. Exposed security lighting is prohibited on docks and boathouses. All security flood lighting must be approved by the Architectural Review Committee prior to installation. **ONLY** recessed lighting or decorative lighting is allowed in the front of the dwelling, with the exception that one security floodlight activated by motion only (**no switch**) is acceptable in the front of the dwelling directed toward the driveway.

3.10 **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 dish of not more than twenty (20") inches may be placed on the rear 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.

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

3.12 **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.

3.13 **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 or under leash and in control of the owner or the owner's representative.

3.14 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.

3.15 Removal of Dirt. Except 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, 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 all the utilities and to do any and all other things necessary to complete the Development Plan.

3.16 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.

3.17 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 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, 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.

3.18 Lot Maintenance.

A. 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, then 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. 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.

B. **Use Of Fertilizers And Insecticides.** As all Lots in this community are located on Lake Pontchartrain, the owners must be cognizant of the potential for water pollution from storm water run off. Only fertilizers and insecticides which are environmentally friendly may be used for landscaping and lawn care. Non-source point pollution of any type will not be permitted or tolerated. This covenant will be strictly enforced by the Homeowners Association to the fullest extent of the law.

3.19 Access. No driveways or roadways which are not part of the Plan of Subdivision, 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.

3.20 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 utility services 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 three (3') feet to any side Lot line.

C. Driveways shall be connected to a street and shall be constructed of concrete. Driveways shall have expansion joints not more than twenty (20') feet apart, with one joint at the back of street curb. The minimum width of a driveway shall be twelve (12') feet and the maximum width shall be twenty (20') 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 or driveway to the single-family dwelling shall have a minimum width of Four (4') feet and shall be constructed of material approved by the Architectural Review Committee. 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, arising 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.

3.21 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.

3.22 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. Specifications, prices, and place of purchase will be provided by the Architectural Review Committee before installation.

3.23 Fences. No fence shall be erected on said Lot beyond the front line of any residence. All fence material must be wood, brick, stucco, or wrought iron and all fences must be constructed in a manner not to totally obstructing the view of the enclosed area and the fence construction. The post and framework of any fence must be on the interior side of the Lot and or Unit constructing the fence. 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, construction and type of material and the Committee shall be granted unlimited discretion in its decision.

3.24 Landscape Requirements and Restrictions.

A. Landscaping shall be installed within sixty (60) days of substantial completion of the residence on the Lot. The following are the minimum landscape requirements:

1. The Owner will be required to plant specimen trees of not less than 2-1/2 inch caliper (diameter is measured 12" above the ground), 10-12 feet tall and with a 4-6 feet spread. The density of planting will be a minimum of one (1) tree per four hundred (400) square feet of one-fourth (1/4) of the land area of the Lot. This is a minimum requirement. The number of trees also

will be determined by the size of the trees planted. Planting larger trees will reduce the total number required. Credit will be given for existing trees. Multi-trunk trees will have as a minimum 3-5 trunks, be 8-10 feet tall and have a 4-6 foot spread.

Example:

Lot Land Area:	11,200 square feet
1/4 Lot Land Area Equals:	2,800 square feet
Divide by 400 Equals the	
Minimum Number of Trees	
Required	7

2. Fifty percent (50%) of these trees must be planted in the front yard with the remaining fifty percent (50%) planted in the side and back yards.

3. The Owner must plant a minimum of fifty (50) shrubs (3 gallon in size) of which fifty percent (50%) are to be planted in the front yard. Sizes of plant material will be based on criteria established in the "American Standard for Nursery Stock," by the American Association of Nurseryman, Inc., the latest edition. Based on a bed area of four hundred (400) square feet with fifty (50) three (3) gallon plants spaced thirty-six (36") inches on center, the following chart illustrates acceptable equivalent choices:

One 7-Gallon Shrub	=	Three 3-Gallon Shrubs
One 5-Gallon Shrub	=	One and One-Half 3-Gallon Shrubs
One 3-Gallon Shrub	=	One 3-Gallon Shrub
Two 1-Gallon Shrubs	=	One 3-Gallon Shrub
Three and One-Half 6" Pot Shrubs	=	One 3-Gallon Shrub
Nine 4" Pot Shrubs	=	One 3-Gallon Shrub

4. All front yards shall be one hundred percent (100%) solid sodded with centipede or equal grass.

5. Rear and side yards must be sodded, sprigged or seeded to attain a full lawn coverage within one growing season. All water edges are to be solid sodded from the water's edge to four (4') feet up the bank.

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 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.

3.25 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 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 a 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.

C. All water runoff from gutters which is collected and directed to locations other than the area adjacent to the downspout shall be through conduit constructed below grade. In no event shall exposed conduit be connected to the gutters or gutter downspouts to collect and direct water runoff.

3.26 Restrictions for Waterfront Lots. Any Lot which shall abut upon any lake, canal or other waterway (hereinafter collectively referred to as "Waterways") shall be subject to the following additional restrictions:

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. "T" piers will be permitted and may extend from the bulkhead line to a point which will allow docking of a boat with a draft no greater than ten (10') feet. No boathouse shall be enclosed in any manner. Any lighting installed on such structures must not shine into neighbors' lots or across the waterway. All fixtures must be "cutoff" type fixtures which reduce light glare. 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. 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 3.4 herein.

C. The perimeter fence paralleling the water's edge for waterfront lots shall be set back five (5') feet from the bulkhead line and shall not exceed four (4') feet in height. The side yard fence perpendicular to the water's edge shall be a minimum of four (4') feet in height thirty-five (35') feet from the bulkhead line

toward the front and shall not exceed six (6') feet in height from that point to the front building setback line. Fence designs will step down slopes with a four (4') foot minimum height and a six (6') foot maximum height.

D. Declarant, its successors or assigns shall not be responsible for the erosion of any Lots caused by the waters of any lake, waterways, canal or drainage servitude area.

3.27 Swimming Pools.

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. Notwithstanding the provision of Section 3.1, swimming pools, patios and decks shall not be nearer than twenty (20') feet to the bulkhead line.

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 and in compliance with St. Tammany Parish regulations shall completely enclose any swimming pool.

3.28 Clotheslines. No clotheslines are allowed in the subdivision.

3.29 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. No Lot or Lots shall be sold except with the description as shown on the original plan of subdivision referred to above, or any revisions or amendments thereto; provided, however, that any Lot or Lots may be subdivided or re-platted with

the prior written consent of the Declarant or the Architectural Review Committee.

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

ARTICLE IV

WATERWAYS RESTRICTIONS

4.1 Use of Boats. Recreational boats shall be permitted to use the Waterways within the Subdivision. Commercial vessels or boats of any nature or type are not permitted within the Subdivision. Further, no boats with "wing nets", "trawls", or "nets" will be permitted to use the waterways or to be moored temporarily or permanently to or at any dock or pier within the Subdivision. No skiing shall be allowed on the Waterways of the Subdivision. Owners, their guests and invites 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 of the subdivision and to ski in the waters of the Subdivision. Neither the Declarant 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.

4.2 Fishing and Swimming.

A. Fishing shall be generally permitted on all Waterways in 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 in the Subdivision. Neither Declarant nor the Association shall be liable or responsible for any death, accident or injury as a result of violation of this restriction.

4.3 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 3.18 herein, shall be prohibited in the Waterways.

ARTICLE V

SERVITUDE OF PASSAGE FOR WATERWAYS

The rear boundary line of lots located in the Subdivision are located at the centerline of a private canal or private lake. A portion of the private canal and/or private lake is located on a portion of said lots themselves. That portion of each lot which is located in the private canal or private lake right-of-way is hereby dedicated as a common right-of-way or servitude of passage for the mutual benefit and use as a right-of-way of passage of all Owners of property located in the subdivision, all Sections and Phases, together with their successors and assigns, guests and invitees. All present and future Owners of these Lots located in this Subdivision whose property or portions thereof are subject to this servitude or right-of-way of passage for a private canal or private lagoon agree to utilize said private canal or private lagoon in such a manner as to refrain from interfering with the peaceful use of said private canal or private lagoon by other property Owners whose property also adjoins and connects to said private canal or private lake. All present and future Owners of these Lots located in this Subdivision whose property or portions thereof are subject to this servitude or right-of-way of passage for a private canal or private lake furthermore agree to erect no obstruction in said private canal or private lake, except as may be specifically allowed by these covenants, conditions and restrictions and to

deposit no trash, debris, grass cutting and lawn debris, seafood debris such as crab shells, shrimp shells, crawfish heads/shells, or rubbish therein, and to cooperate as much as possible in keeping said private canals and private lake in a clean and sanitary condition and to do nothing which would obstruct the free flow of boat traffic through said private canal or private lake.

ARTICLE VI

SUPPLEMENTARY DECLARATION GOVERNED BY THE DECLARATION

Declarant hereby declares that any and all provisions set forth in this Supplementary Declaration are supplemental to all terms and provisions of the Master Declaration, and shall be governed and bound thereby.

ARTICLE VII

MISCELLANEOUS PROVISIONS

7.1 **SEVERABILITY** If any provision of this Supplementary Declaration proves to be illegal, invalid or unenforceable, the remainder of this agreement will not be affected by such finding, and in lieu of each provision of this declaration that is illegal, invalid or unenforceable, a provision shall be added as a supplemental part of this agreement as similar in terms to such illegal, invalid or unenforceable provision as may be possible to make such stricken provisions again legal, valid and enforceable.

7.2 **VARIANCE**

The Architectural Review Committee, its successors and assigns, shall have the authority to grant variances from these restrictions, including, but not solely limited to, front, side and rear building setbacks, in order to carry out the intents and purposes set forth herein.

7.3 AMENDMENT OF RESTRICTIONS

These restrictions can be amended by the Declarant in its sole discretion or by the written consent of sixty (60%) of the lot owners of the subdivision, with consent of the Declarant, or their successors and assigns, however these restrictions cannot be voided or rescinded without the full consent of all lot owners in the subdivision and the Declarant under the Master Declaration.

7.4 AMENDMENT CORRECTIONS

These restrictions can be corrected for typographical or clerical errors through an act of correction properly executed by the Notary Public listed hereinbelow.

THUS DONE AND PASSED, in multiple originals, in my office in Slidell, Louisiana, on this 9th day of August, 2001, in the presence of the two undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:

Nadine Duryea
James Berasco

DECLARANT: TAMMANY HOLDING CORPORATION

BY: [Signature]
NAME: Robert L. Torres, Sr.
TITLE: PRESIDENT

[Signature]
NOTARY PUBLIC-

EXHIBIT "A"

MARINER'S COVE
PHASE 1A-2.1

A certain piece or portion of ground situated in the State of Louisiana, Parish of St. Tammany, portion of Sections 2, 3, & 11, Township 10 South, Range 14 East, designated as Lakeshore Estates Phase 1A-2.1 and more fully described as follows.

From the corner common to sections 23, 24, 25 & 26, T9S, R14E, measure S25 degrees 12'41"W a distance of 14,480.33' to a point, the point of beginning; Measure thence from the point of beginning S61 degrees 07'38"E a distance of 556.29' to the point of curvature; thence along the arc of a curve to the right, having a radius of 7765.00', an arc length of 521.28', a chord bearing of S59 degrees 12'15"E and a chord distance of 521.18' to the point of tangency; thence S57 degrees 16'51"E a distance of 192.84' to the point of curvature; thence along the arc of a curve to the right, having a radius of 5265.00', an arc length of 393.55', chord bearing of S55 degrees 08'22"E and a chord distance of 393.46' to the point of tangency; thence S52 degrees 59'53"E a distance of 503.43' to a point; thence S46 degrees 49'59"E a distance of 100.58' to a point; thence S55 degrees 00'24"E a distance of 1113.31' to a point; thence N86 degrees 51'23"E a distance of 142.62' to a point; thence along the arc of a curve to the left, having a radius of 250.00', an arc length of 285.76', a chord bearing of S35 degrees 53'23"E and a chord distance of 270.46' to a point; thence along the arc of a curve to the right, having a radius of 300.00', an arc length of 360.56' a chord bearing of S34 degrees 12'19"E and a chord distance of 339.24' to a point; thence S00 degrees 13'31"W a distance of 82.25' to a point; thence along the arc of a curve to the right, having a radius of 250.00', an arc length of 151.62' a chord bearing of S17 degrees 35'59"W and a chord distance of 149.31' to a point; thence along the arc of a curve to the right, having a radius of 1339.40', an arc length of 130.62', a chord bearing of S37 degrees 46'06"W and a chord distance of 130.57' to a point; thence along the arc of a curve to the right, having a radius of 450.00', an arc length of 667.59', a chord bearing of S83 degrees 03'42"W and a chord distance of 608.03' to a point; thence N54 degrees 26'19"W a distance of 687.42' to a point; thence N54 degrees 14'15"W a distance of 1584.25' to a point; thence N56 degrees 59'06"W a distance of 408.83' to a point; thence N31 degrees 40'47"E a distance of

328.41' to a point; thence along the arc of a curve to the left, having a radius of 7220.00', an arc length of 30.00', a chord bearing of N58 degrees 12'03"W and a chord distance of 30.00' to a point; thence S31 degrees 40'47"W a distance of 327.78' to a point; thence N56 degrees 59'06"W a distance of 242.79' to a point; thence N62 degrees 58'19"W a distance of 621.98' to a point; thence N28 degrees 52'22"E a distance of 338.54' to a point; thence N61 degrees 07'38"W a distance of 30.04' to a point; thence N28 degrees 52'22"E a distance of 545.00' to a point, the point of beginning;

Said portion of ground contains 3,482,776.00 square feet or 79.9535 acres, more or less.