

**SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CYPRESS LAKES OF OAK HARBOR, FILING 1**

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

St. Tammany Pa
Instrmnt #: 14
Registry #: 13
02/06/2004 2:4
MB CB X MI

BE IT KNOWN, That on this 3rd day of February, 2004, before me,
undersigned Notary Public, personally came and appeared,

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 "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, namely Cypress Lakes of Oak Harbor, Filings 208-240, inclusive, and Lots 300-333, inclusive, 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 Cypress Lakes of Oak Harbor, Filing 1, in accordance with the plan of Wink, Incorporated, and recorded with the Clerk of Court for the Parish of St. Tammany, State of Louisiana, on January 29, 2004, as Subdivision No. 3353, (hereinafter the "Subdivision").

WHEREAS, Declarant 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 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 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 Golf 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 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 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 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 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, 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 Cypress Lakes of Oak Harbor, Filing 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

All of the streets, drives, courts, circles, and cul-de-sacs shown on the plan of Subdivision fronting Lots 208-240, inclusive, and Lots 300-333, inclusive, shall be private streets, drives, circles, 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, circles, 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, circles, and cul-de-sacs shall remain in Azalea Lakes Partnership, its successors, transferees or assigns and are reserved by and excluded by Azalea Lakes Partnership. Said ownership and fee title to said streets, drives, courts, circles, 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, circles, or cul-de-sacs fronting Lots 208-240, inclusive, and Lots 300-333, 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 Azalea Lakes Partnership, its successors or assigns, by reference to or according thereto shall not in any manner dedicate said streets, drives, courts, circles, or cul-de-sacs to the Parish of St. Tammany, the State of Louisiana,

the public in general or to public use.

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, his heirs 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, courts, circles, and cul-de-sacs) 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. There is further granted and established by designation in favor of each and every Lot, each and every present and future owner of a Lot in the remaining Phases and Filings of Cypress Lakes Subdivision, the Declarant, 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 drives, courts, circles, and cul-de-sacs) and the street rights-of-way located in the Subdivision, as shown on the Plan of Subdivision. Said servitude in favor of each Lot or grantee 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 or the grantee) and his agents, employees, contractors, licensees, invitees and guests, the non-exclusive use and right of passage, together with others, of said streets (including drives, courts, circles, and cul-de-sacs) 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 (including drives, courts, circles, and cul-de-sacs) 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, circles, courts, and cul-de-sacs shown on the Plan of Subdivision, to wit: Cypress Lakes Drive and Cypress Lakes Circle. Any person who shall cease to be a Lot Owner and Association member shall lose his servitude rights under this Article.

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 (including drives, courts, circles, and cul-de-sacs) 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 (including drives, courts, circles, and cul-de-sacs) 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 (including drives, courts, circles, and cul-de-sacs) 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 (including drives, courts, circles, and cul-de-sacs) and street rights-of-way.

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 (including drives, courts, circles, and cul-de-sacs) and street rights-of-way and that portion of the rights-of-way on which sidewalks, if required, may have been constructed.

However, 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 (including drives, courts, circles, and cul-de-sacs) or any utility within the Subdivision or streets (including drives, courts, circles, and cul-de-sacs), may reasonably temporarily obstruct or interfere with the said use of passage, and of ingress or egress, on, over or across said streets (including drives, courts, circles, and cul-de-sacs) and street rights-of-way. The Association shall also have the right to protect and preserve the private nature of the said streets (including drives, courts, circles, and cul-de-sacs) 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.

ARTICLE III

CONSTRUCTION STANDARDS AND REQUIREMENTS

3.1 Building Location. No building, structure, or garage 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 (20') feet to the rear lot line; however, for only Lots 300-333, inclusive, any detached building, structure or garage may not be nearer than twelve (12') feet to the rear property 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.

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 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 Review 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 Declaration. The Owner shall be responsible for paying the same and any costs and attorney's fees for collection thereof or associated therewith.

F. Each residence or establishment within the subdivision shall subscribe and be subject to the water, sewerage, and sanitation (garbage and refuse disposal) services provided by the respective provider or utility company.

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 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 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 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. Any residence erected, placed or altered shall not be constructed exteriorly of imitation brick or stone and not more than forty (40%) percent of the exterior, at the discretion of the Architectural Review Committee, may be wood, aluminum/vinyl/Hardy-Plank type siding or a similar building material. The rear of the home can not be all wood or aluminum/vinyl/Hardy-Plank type siding. The rear of the home must include brick, stucco or other similar material if wood or aluminum/vinyl/Hardy-Plank type siding is to be used. All painted exteriors must have at least two (2) coats of paint.

C. All siding must be lap wood, aluminum, Hardy-Plank type 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 nine hundred square feet (1,900) 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 four hundred (1,400) square feet.

E. The minimum roof pitch shall be 7/12, unless otherwise approved by the Architectural Review Committee. All roofing shingles must be Architectural Dimensional Style, such as Prestique Brand or equivalent.

F. 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.

G. Fireplace flues and chimneys shall be covered with stucco or brick that was used on the exterior of the residence (no vinyl siding or any other type of siding is permissible). All fireplaces shall have chimney caps. Galvanized metal caps are not allowed. True copper caps, brick caps, or equal, are required.

H. 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.

I. 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 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.

J. 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 3.4 (A) herein.

K. The minimum finished floor elevation of all residences shall be six (6") inches above the base flood elevation as established by the Federal Emergency Management Agency ("FEMA") in accordance with the rate map which is referenced on the final plat and/or any revised map and the maximum finished floor elevation of all residences shall be fifty-four (54") inches above the curb of the street immediately in front of the Lot. Lots may be filled by the Owner, however, no Lot may be filled to a level higher than twenty-four (24") inches above the curb of the street fronting such Lot. Thereafter, the slab shall be veneered through the use of brick ledges or other approved detail; provided however, the slab shall not be exposed more than eight (8") inches above the fill surrounding the base of the slab.

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, 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 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, golf course, or waterway. 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, 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 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 these 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.

3.5 Garages. All Lots and/or Units shall have at a minimum a garage that is accessible and sized to accommodate two cars. Private garages shall load from the side, rear, or front of the Dwelling. Front loading garages shall not extend beyond the front facade of the home. 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.

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, golf course, or levee 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 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.

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 or in an area otherwise approved by the Architectural Review Committee.

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.

E. Wall Mounted Heating/Air-Conditioning Units. No wall mounted heating/air-conditioning units are permitted on any Improvements within the Subdivision.

3.9 Lighting.

A. Yard and House Lighting. Each Lot and/or Unit shall 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.

B. 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.

C. Security Flood Lighting. Security Flood Lighting must not infringe upon adjacent neighbors. 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 at the garage area directed toward the driveway. All Security Flood Lighting must be approved by the Architectural Review Committee prior to installation.

3.10 Receiving Devices, Sound or Mechanical Devices. No radio, television, C.B., ham or other antennas, 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, one (1) satellite dish of not more than twenty-four (24") inches in diameter is permissible. Satellite dishes which measure twenty-four (24") inches or smaller in diameter must be submitted to the ARC for approval **prior** to installation; and must be installed by a Lot Owner on the **rear** of its residence; provided, however, if such location on the rear of the residence unreasonably interferes with the ability of the Lot Owner to receive reasonably acceptable broadcast signals, such satellite dish may be installed at such location on the residence or the side of the residence as close to the rear as possible, but not further than twenty (20') feet from a rear corner of the residence.

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.

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

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. 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.

3.19 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.

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 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 three (3') 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 single-family dwelling 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 three (3') feet to the side yard. 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 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.

For Lots 214-240, inclusive, 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 or ornamental aluminum fence with pickets four (4") inches apart as approved by the Architectural Review Committee (this applies to Lot 214 only on the rear 8.79 feet that is adjacent to the golf course). The side yard fence perpendicular to the rear property line thirty-five (35') feet from the rear property line must be a black open iron or ornamental aluminum fence with pickets four (4") inches apart not to exceed six (6') feet in height as approved by the Architectural Review Committee (this applies to Lot 214 only on the common lot line with Lot 215). The fencing from that point to the front building setback line may be solid and shall not exceed six (6') feet in height and shall be of a material approved by the Architectural Review Committee if not a black open iron or ornamental aluminum fence.

For Lots 300-333, inclusive, the maximum height of the fencing shall be six (6') feet in height and it may be solid. The fencing, if in wood, must be stained or painted in a color to mimic that of the main residence with said color to be approved by the ARC. The fence railings (support boards) and posts for wood fences must face the inside of the Owner's property with only the fence boards facing the outside of the Owner's property; however, only the rear section of the fencing parallel to the rear lot line may have the fence railing (support boards) and posts on the outside of the fence with the fence boards facing the inside of the Owner's property.

3.24 Landscape Requirements and Restrictions.

A. Landscaping shall be installed within thirty (30) 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, 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 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 at the overall filling and grading of the Subdivision and the Lots in the Subdivision have been completed in accordance with the