

SUPPLEMENTARY DECLARATION

DRAFT - 7/29/2011

**OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR**

**OAK HARBOR COMMERCIAL, PHASE II, PARCEL 14
SPECIFICALLY PARCEL 14-2**

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BE IT KNOWN, That on this ____ day of _____, 2011, before me, the undersigned Notary Public, personally came and appeared,:

OAK HARBOR INVESTMENT PROPERTIES, LLC, a limited liability company organized and existing under the laws of the State of Louisiana with its domicile in the Parish of East Baton Rouge, in said State, herein represented by a member of said limited liability company, hereunto duly authorized by virtue of a certificate of authority, duly recorded on December 30, 1998 in the Parish of St. Tammany, State of Louisiana; being hereinafter referred to as "OHIP".

And

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

WHO DECLARED UNTO ME, NOTARY, AS FOLLOWS:

WHEREAS, OHIP is the owner of certain real property situated in the Parish of St. Tammany, State of Louisiana, known as Oak Harbor Commercial, Phase II, Parcel 14, specifically Parcel 14-2, which property is more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter the "Property"); and

WHEREAS, OHIP is the owner of certain real property situated in the Parish of St. Tammany, State of Louisiana, known as Oak Harbor Commercial, Phase II, Parcel 14, specifically Parcel 14-2 in accordance with the plan Wink, Incorporated filed of record in the Office of the Clerk of Court for St. Tammany Parish, State of Louisiana, as Map File No. 3622C on October 29, 2004.

WHEREAS, It is the desire and intention of OHIP that this Supplementary Declaration (a) provide a means to ensure and enforce proper development and use of the Property as a Planned Unit Development, (b) provide for the Common Area and the maintenance and preservation thereof, (c) prevent the erection on the

construction of haphazard and inharmonious improvements, and (f) in general, provide for high quality improvements on the Property in accordance with a general plan of improvement and development.

WHEREAS, OHIP intends that the Property becomes subject to the Restated Declaration of Covenants, Conditions, and Restrictions, Oak Harbor Subdivision, St. Tammany Parish, Louisiana, dated June 26, 1989 and recorded under Instrument No. 723795 in COB 1387, Folio 781 on June 28, 1989 (the "Restated Declaration"). For the purposes of assessments, OHIP hereby states that the Property shall belong to Class IV, Commercial Units, all in accordance with Article V of the Restated Declaration;

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

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

NOW THEREFORE, it is further the desire and intention of OHIP to impose upon the Property the following additional mutual beneficial covenants, conditions and restrictions for the benefit of all of the Property. Therefore, OHIP hereby further declares that the Property shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the following additional mutual beneficial covenants, conditions, restrictions, servitudes and charges, which are for the purpose of protecting the value and desirability of the Property in aid of the General Plan of Development of Oak Harbor, and shall be deemed to run with and bind the Property and inure to the benefit of and be enforceable by OHIP, its successors, assigns and legal representatives or Azalea Lakes, its successors, assigns and legal representatives, and be binding on all parties having any right, title or interest in the Property, and their successors, assigns and legal representatives.

The Owners recognize that OHIP and Azalea Lakes may have adjacent areas under development for an extended time. Incident to that development, the Owners acknowledge that the quiet enjoyment of the Properties may be interfered with to some extent by such construction operations. The Owners waive all claims against OHIP and Azalea Lakes for interference with their quiet enjoyment through development of the balance of the Properties and adjacent areas, whether the

construction operations are performed in the balance of the Properties and adjacent areas or in the Common Properties, incident to the construction operations.

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 DESIGN GUIDELINES shall mean the guidelines and any other design criteria established by the Architectural Review Committee for the Buildings and other Improvements as they may heretofore and hereafter from time to time be amended, modified or supplemented.

1.2 ARCHITECTURAL REVIEW COMMITTEE shall mean the committee established pursuant to Article VII of the Restated Declaration.

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

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

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

1.6 BUILDING shall mean and refer to any structure constructed on any of the Property.

1.7 COMMON AREAS shall mean all real property, and the improvements or excavations thereon, owned or leased by the Association, or over which the Association has a servitude, or over which the Association may acquire an interest, and intended to be utilized for the common use and enjoyment of Members, which shall be deeded to the Association at such time that the Subdivision Map of the subdivision in which such property is located is recorded in the Official Records of the Parish of St. Tammany.

1.8 CONSTRUCTION AND SALE PERIOD shall mean that period of time during which OHIP is selling Lots, Units and/or Building and Improvements, which time period shall extend from the date hereof until such time as OHIP transfers title to all of the Lots and/or Units subject to this Supplemental Declaration.

1.9 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.

1.10 IMPROVEMENTS shall mean all structures, construction and appurtenances thereto of every type and kind on the Lots, whether above or below the land surface, whether permanent or temporary, including but not limited to: buildings, outbuildings, garages, swimming pools, irrigation and drainage devices

or systems, landscaping, plantings, windbreaks, trees, shrubs, fences, screening walls, retaining walls, sidewalks, animal enclosures, poles, works within Common Areas, light standards, all utilities, including but not limited to water, sewer, gas, electricity, telephone and cable TV, recreational facilities and streets and parking areas.

1.11 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.

1.12 OCCUPANT shall mean the occupant of a Unit who shall be the Lot Owner, a contract purchaser, or a lessee who holds a written lease having an initial term of at least twelve (12) months.

1.13 OHIP shall mean Oak Harbor Investment Properties, LLC, and its expressly designated appointees, if any, and its successors and assigns; provided however that no successor or assignee of OHIP shall have any rights, powers or duties of OHIP hereunder unless such rights, powers and duties are specifically set forth in the instrument of succession or assignment or unless such rights, powers and duties pass by operation of law.

1.14 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.

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

1.16 RESTATED DECLARATION shall mean and refer to the Restated Declaration of Covenants, Conditions and Restrictions, Oak Harbor Subdivision, St. Tammany Parish, Louisiana dated June 26, 1989 and recorded under Instrument No. 723795 in COB 1387, Folio 781 on June 28, 1989.

1.17 SITE shall mean and refer to a Lot or Lots being improved by the Owner or Occupant and not OHIP or Azalea Lakes.

1.18 SUBDIVISION shall mean and refer to the Subdivision hereinabove described, known as Oak Harbor Commercial, Phase II, Parcel 14, specifically Parcel 14-2.

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

1.20 USES shall mean and refer to those uses of the Property approved by the Architectural Review Committee in writing and permitted by the regulations of the underlying zoning district unless otherwise prohibited by Article II.

1.21 VEHICULAR USE AREA shall mean and refer to all areas subject to vehicular traffic, including parking lots, access ways, loading areas and service areas.

ARTICLE II

USE OF THE PROPERTY

2.1 The use of the Property shall be submitted to the Architectural Review Committee for the Architectural Review Committee's review and approval in writing prior to any such use being conducted on the Property.

2.2 The Owner shall have the right to lease the Property; provided, however, that all such leases shall be in writing and shall provide that (I) the lease is subject in all respects to the Restated Declaration and the Supplemental Declaration and (II) any failure of the lessee to comply with each of the provisions of the Restated Declaration and the Supplemental Declaration shall constitute a default under such lease.

2.3 Owner and Occupant, their successors, legal representatives, and assigns shall, at all times, use and maintain the Property and any improvements thereon in accordance with all laws, ordinances or other governmental directives affecting the Property and the Subdivision and/or the use thereof.

ARTICLE III

CONSTRUCTION STANDARDS AND REQUIREMENTS

3.1 Building Location. No building, or other structure, on the Property (except as provided for within these Covenants, Conditions and Restrictions) shall be placed, constructed or located nearer than twenty-five (25') feet to the front property line; nearer than twenty-five (25') feet to any side street line; or nearer than five (5') feet to any side property line; and nearer than twenty-five (25') feet to the rear property line. For buildings or structures that occupy multiple lots, these setbacks will apply to the Site. For the purposes of this Supplementary Declaration, the front line of each Site shall coincide with and be the property line having the smallest or shortest dimension abutting a street.

3.2 Prior Approval of Plans and Specifications.

(a) No Building, fence, wall, sign, advertising device, roadway, loading facility, outside storage facility, Vehicular Use Area, parking area, site grading, planting, landscaping, facility for waste or sewage disposal, nor any other improvement, shall be commenced, erected or constructed, nor shall any addition thereto or change or alteration therein be made (except to the interior of a Building) until the plans and specifications therefore, showing the nature, kind, shape, heights, materials, color scheme, signage, lighting and location on the Property of the proposed improvements, grading, landscaping or alterations, shall have been submitted to and approved in writing by the Architectural Review Committee and a copy of such plans and specifications, as finally approved, lodged permanently with the Architectural Review Committee.

(b) All plans and specifications, site plans and other material submitted to the Architectural Review Committee for approval pursuant to Subparagraph 3.2 (a) above shall show in detail;

(1) site plan of the improvements and/or any alterations thereof;

- (2) grading/drainage plan
- (3) all building elevations, including samples of brick, roof, stucco, etc. for verification of color schemes;
- (4) complete landscape plan;
- (5) complete parking lot plans;
- (6) any signs to be placed, constructed or otherwise located on or above the Property or any portion thereof;
- (7) all refuse or waste collection areas;
- (8) any fences or walls to be placed or constructed upon the Property; and
- (9) exterior lighting plans (freestanding and those on the improvements)

(c) 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 forfeit the compliance deposit and 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.

(d) Neither the Architectural Review Committee ("ARC") or any members thereof, its designated representative, nor OHIP, nor Azalea Lakes shall be liable to any person submitting plans and information for approval or to any Owner or Owners of Lots by reason of any decision made or not made by the ARC or its designated representative or other agents and employees, arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications.

3.3 Type of Construction. The structural framework of any Building, structure or Improvement, on the Property shall be of steel, iron, masonry, reinforced concrete or wood frame, and exterior walls shall be of face brick, masonry, stucco, or other material approved by the Architectural Review Committee. In any event, any and all Buildings on the Property shall conform to fire insurance underwriters' requirements and shall be constructed substantially with new materials.

3.4 Temporary and Other Structures. No structure of a temporary character, out-building, shack, barn, tent, mobile, modular or prefabricated home, tent, or trailer or any other structure or building (other than the Building, structure or Improvements to be built thereon, and such structures of a temporary character required to construct a Building, structure or Improvements on the Lot), shall be

placed or maintained on the Property either temporarily or permanently, nor shall any such structure of a temporary character be used on the Property, either temporarily or permanently, unless approved by the Architectural Review Committee in writing. No new Building, structure, or Improvement on the Property 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. Those structures of a temporary character used during the construction of any Building, structure, or Improvements on the Property may be placed upon the Property at the time construction is commenced and may be maintained thereon for a reasonable time so long as the construction progresses without reasonable delay, until completion of the Building, structure or Improvements, after which time these temporary structures shall be immediately removed from the Property. No permanent parking of any boat, trailer, camper, motor home or recreational vehicle shall be permitted on any Property except for those retail establishments whose primary business is to market and sell the herein named items.

3.5 Overhead Wires. All on-site electrical, telephone and other lines servicing the Property shall be underground unless such electrical, telephone and other service is provided from overhead lines located on or behind the rear lot line of the Property; in which event such electrical, telephone or other lines may be placed overhead with the prior written consent of the Architectural Review Committee. Electrical and telephone transformers, terminals and other equipment shall be located behind visual barriers screening such equipment from the view of any Lot and any public street.

ARTICLE IV

STANDARDS FOR MAINTAINING THE PROPERTY

4.1 Material Storage. After the construction period, no materials, supplies, equipment, finished or semi-finished products, raw materials or articles of any nature shall be stored or permitted to remain outside of any Building(s) on the Property unless the same are stored in a closed building or visually screened from any adjacent streets or neighboring property.

4.2 Waste Materials. No waste materials or refuse shall be dumped or otherwise placed upon any part of the Property outside of any Building except in a refuse or waste collection area previously approved by the Architectural Review Committee.

4.3 Garbage and Refuse Disposal. The Property and/or Unit(s) shall at all times be kept in a healthful, sanitary and attractive condition. The Property and/or Unit(s) shall not be used or maintained as a dumping ground for garbage, trash, junk, debris or other waste matter. All garbage, trash, junk, debris or other waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tightly-fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view. The Property and/or Unit(s) shall not be

used for open storage of any materials whatsoever, except that new building materials used in the construction of Improvements erected on the Property may be placed upon such Property 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 Property and/or Unit, or stored in a suitable enclosure on the Property and/or Unit. No garbage, trash, junk, debris, or other waste matter of any kind shall be burned on any of the Property and/or Unit(s).

4.4 Lot Maintenance. The Owners of the Property and/or Unit(s) shall at all times keep all weeds, grass and shrubbery thereon cut in a sanitary, healthful and attractive manner and shall not allow weeds, grass or underbrush to grow up and remain on their Property. In the event that the Owners fail to perform these obligations, then OHIP, or the Board, shall have the authority to have the Property and/or Unit properly cut or cleaned and shall be paid a charge for such services (as determined by the Board) by the Owner immediately upon the request therefore. In the event the Owner fails to pay said charge, the Board is authorized to place a lien on the Owner's Property and/or Unit and to seek collection of said amount.

ARTICLE V

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 the Property and/or any Unit or upon the Improvements without the prior written consent of the Architectural Review Committee. However, a satellite disc of not more than twenty-four (24") inches may be placed on the service side of the Improvements constructed on the Property and/or Unit. Such placement and location must be approved by the Architectural Review Committee prior to installation. The Owner of the Property and/or Unit may install drive-through sound devices subject to the approval of the Architectural Review Committee. Outside music or any other 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.

ARTICLE VI

LIGHTING

The Property and/or Unit containing Building structures or Improvements are required to be well-lit.

No light standard shall be taller than twenty-five (25') feet; provided, however, that the foregoing shall not apply to any illuminated signage approved by the Architectural Review Committee. Exterior lighting shall be adequately

controlled to prevent glare and undesirable illumination of other Lots, public streets, and residential areas. All light fixtures must be "cut off" type fixtures which concentrate the light onto the surface to be illuminated. The design, height and location of said lighting fixtures shall be subject to the approval of the Architectural Review Committee.

ARTICLE VII

VEHICULAR USE AREAS

7.1 Access.

A. No parking areas, driveways, loading areas, or other vehicular use areas, may be constructed on the Property to provide access to any adjoining Site unless the express written consent of the Architectural Review Committee first shall have been obtained.

B. All parking areas, driveways, loading areas or other vehicular use areas must be constructed of concrete.

C. No parking areas, driveways, loading areas or other vehicular use areas may be constructed on the Property without, at minimum, a 6" high vertical concrete curb.

D. Any parking areas, driveways, loading areas or any other vehicular use areas on the Property must not interfere with the location of electrical transformers within servitudes and all other utilities within servitudes located on the Site or adjoining Site.

7.2 Driveways.

A. The Site must be accessible to an adjoining street by a driveway suitable for such purposes before any Building located on such Site may be occupied or used.

B. Driveways shall be connected to a street. The minimum, single lane width of a driveway shall be ten (10') feet. The width of the driveway at the street curb shall widen to a minimum of fifteen (15') feet (not to encroach past any side property line extension). The maximum width of any driveway shall be thirty-five (35') feet. The width of the driveway at the street curb shall widen to a maximum of forty (40') feet (not to encroach past any side property line extension). The width and location of said driveways shall be submitted to the Architectural Review Committee for review and approval.

C. Owner and/or Occupant shall at all times maintain the driveways and promptly repair said driveways. In the event the Owner and/or Occupant fails to maintain and repair said driveways, OHIP, the Architectural Review Committee and/or the Association shall have the rights to perform such maintenance and make said repairs, if it so chooses, and to charge the Owner and/or Occupant therefore and to lien their Property and/or Unit all in accordance with the Restated Declaration and the Supplementary Declaration.

7.3 Parking Areas.

A. Each Owner and/or Occupant shall provide a concrete parking

area on the Site of sufficient size to accommodate the vehicles of employees, visitors, customers and other invitees of the business conducted on the Site. In no event shall there be less than three (3) paved parking spaces for each one thousand (1,000) square feet of total floor area contained within Building(s) located on the Site, exclusive of carports, garages, canopies, roof projections and/or loading docks or as otherwise approved by the Architectural Review Committee.

B. No Owner and/or Occupant will allow the concrete parking area, excepting for driveway(s), to be constructed nearer than twenty (20') feet to any street right-of-way of Oak Harbor Boulevard, Landmark Drive, Marina Drive and/or Oak Court or as otherwise approved by the Architectural Review Committee. Owner and/or Occupant will not allow any employees, visitors, customers or other invitees to park vehicles on or along any street(s) adjoining the Lot(s). The width and location of the parking areas shall be submitted to the Architectural Review Committee for review and approval.

No driveway or Vehicular Use Area shall be constructed nearer than five (5') feet to any side Lot line.

C. Owner and/or Occupant shall at all times maintain and promptly repair the parking areas. In the event the Owner and/or Occupant fails to maintain and repair any parking area, OHIP, the Architectural Review Committee and/or the Association shall have the right to perform such maintenance and make said repairs, if it so chooses, and to charge the Owner and/or Occupant therefore and to lien their Property and/or Unit all in accordance with the Restated Declaration and the Supplementary Declaration.

7.4 Off-street Loading Areas.

A. Service drives or other loading areas shall be provided for off-street loading in such a way that in the process of loading, no truck or other service vehicle will block the passage of other vehicles or extend into any other private drive or public street.

B. Loading areas shall be screened by a six (6') foot solid fence, constructed of wood, brick or masonry. Loading areas shall not encroach upon or extend into the setback areas.

ARTICLE VIII

SIGNS

8.1 Main Building Sign(s). Each business on the Site shall be allowed signage mounted flat on the main facade of the building facing the street(s) and shall not be erected above the parapet level of the main building. These signs shall be designed and displayed in accordance with the following regulations:

A. Permitted Contents. Identification by letter, numeral, symbol, slogan(s), services provided or design of the use, name and/or address and the nature of the use shall be allowed on the sign.

B. Permitted Sign Area. The allowable sign area shall be computed as two square feet per lineal foot of building width or individual tenant space along

the wall on which the business has its main entrance or faces a street right of way, unless otherwise approved by the Architectural Review Committee. Illuminated signs shall be included in the computation of aggregate sign area and, in addition, shall be limited to ten (10%) percent of the total glass area of the window in which they are placed. Neon tubing outlining a window shall be included in the sign area and measured by multiplying the length of the tubing by six (6") inches.

C. Permitted Dimensions. In every case, the height of any main building sign measured from the bottom to the top shall be no greater than one-half ($\frac{1}{2}$) the width from one (1) side to the other.

D. Permitted Illuminations. The sign may be illuminated but may not flash, blink, or fluctuate.

E. Temporary, Non-illuminated Paper Signs. Temporary signs shall be allowed in show windows but are limited to ten (10) percent of the total glass area of the window in which they are placed.

8.2 Directional Signs. Signs which give directions to motorists regarding the location of parking areas and access drives shall be permitted as accessory signs and should not be included in any computation of sign area. Directional signs are limited in area to six (6) square feet and shall not be more than six (6') feet in height (or ten (10') feet for overhead clearance signs) above the ground. They may be illuminated, but may not flash, blink, or fluctuate. The quantity, size and location shall be approved by the Architectural Review Committee.

8.3 Detached Signs. Any detached sign must be a monument-type sign and must be approved by the Architectural Review Committee. Each Site shall be allowed one (1) detached sign, unless otherwise approved by the Architectural Review Committee, subject to the following:

A. Permitted Contents. The contents of the detached sign for a Site is limited to identification by letter, number, symbol, slogan(s), services provided or design of each use and its name and/or address unless otherwise noted (see Rate and Price Signs for Gasoline Service Stations below).

B. Height. The maximum height of the monument-type sign shall be eight (8') feet; however, the maximum height of the monument-type sign can be twelve (12') feet from top of street curb if placed on a berm.

C. Signage and Lighting Requirements. The maximum signage per side shall be 32 square feet for single occupancy; 64 square feet for multi-occupancy whereby the Site shall have a minimum length along the public right of way of 150 feet.

D. Permitted Illumination. Detached signs may be illuminated, but shall not flash, blink, or fluctuate.

E. Setback. Detached signs shall be setback from adjacent public and private rights of way at a minimum setback of five (5') feet, unless otherwise approved by the Architectural Review Committee.

F. Temporary Detached Signs Prohibited. Except as allowed by

Section 8.1 (E), no temporary detached signs shall be allowed on the site. This prohibition includes paper signs and those free-standing which flash, blink or fluctuate.

ARTICLE IX

LANDSCAPING REQUIREMENTS

9.1 Landscaping consisting of shrubs, trees, and sod (centipede or equal) shall be required in the front, sides, and rear of each building. All landscaping for Sites must be approved by the Architectural Review Committee.

9.2 Landscape Buffer Along Oak Harbor Boulevard, Landmark Drive, Oak Court, and Marina Drive. The Sites with frontage on Oak Harbor Boulevard, Landmark Drive, Oak Court, and Marina Drive shall provide a landscape buffer within the property line abutting the Right of Way for each named street. The buffer shall have a depth of not less than twenty (20') feet and shall include mounds to a maximum height of three (3') feet above the adjacent vehicular use area forming undulating landscaped berms. No parking or pavement shall be allowed in the landscape buffer except for approved driveways, pedestrian walks and permitted directional and detached signs. The landscape buffer shall contain trees, shrubs, and other landscape elements. At minimum, 20% of the required landscape buffer shall be planted with shrubs and ground cover. All Sites fronting on Oak Harbor Boulevard shall provide one (1) Southern Live Oak, 4" caliper, with a minimum height of twelve (12') feet and five (5') foot span, planted every one hundred (100') feet on center, fifteen (15') feet into the buffer based on the pattern established by the ARC. The remainder of the buffer must include solid sodded turf and landscape planting areas. Trees in addition to the required Live Oaks shall be planted at a rate of one (1) tree per 25 feet of street frontage and they may be planted in groups or clusters. The types of trees planted should be complementary to the existing landscape theme in Oak Harbor and shall be of the following species: Swamp Red Maple, Sweet Gum, Red Oak, Cherry Bark Oak, Southern Magnolia, Crepe Myrtle, Wax Myrtle, Live Oak, Bald Cypress, Shurnand Oak, Slash Pine, Spruce Pine, Bradford Callery Pear, Chinese Elm, Pin Oak, Water Oak and Willow Oak. All such trees shall be a minimum trunk size of two and one-half (2 ½") inch caliper and have a height of twelve (12') feet, with the exception of wax myrtle and crepe myrtle which shall be a minimum of eight (8') feet in height at time of planting. Other species may be included in the landscape buffer but they may not be counted toward fulfilling the requirements of this section. Whenever a Site is intended to be phased, the required landscape buffer shall be implemented as a part of the first phase undergoing construction.

9.3 Landscape Screening of Vehicular Use Area. The Vehicular Use Area shall be landscaped according to the following criteria:

A. When a Vehicular Use Area abuts a waterway, the golf course or a residential use, a six (6') foot high opaque screen is required along the abutting edge. The screen may consist of a masonry wall, wooden or vinyl fence, earth berm,

opaque evergreen hedge, or any combination thereof. Chain link fencing with or without wooden, metal, or plastic slats are prohibited.

B. Refuse and Dumpster storage areas shall be enclosed with a minimum six (6') foot solid screen with operable swinging or sliding gates. The exterior screening shall match in color with the exterior of the improvements. In no event shall the dumpster and/or refuse storage areas be located nearer than the front, rear or side property line setbacks.

9.4 Interior Landscaping of Vehicular Use Area. Landscaped areas within the interior of the Vehicular Use Area shall be provided when the Vehicular Use Area is over five thousand (5,000 s.f.) square feet. The following conditions apply to these interior landscaped areas:

A. The total of all interior landscaped areas shall occupy at least eight (8) percent of the Vehicular Use Area.

B. Each interior landscape area shall be at least one hundred (100 s.f.) square feet (ten (10') feet x ten (10') feet - five (5') feet x twenty (20') feet, etc.) in area with a minimum of four (4') foot width.

C. The interior landscaped areas shall be raised and curbed with a six (6") inch vertical concrete curb.

D. Each interior landscaped area shall have a tree as provided in Section 9.2 herein above and planted at the minimum ratio of one (1) tree per one hundred (100 s.f.) square feet of interior landscape island.

E. Each interior landscape area shall, be at a minimum, sodded.

9.5 Perimeter Landscape Strip. The Perimeter Landscape Strip shall count as part of the minimum of eight (8) percent interior landscape area requirement.

A. A Perimeter Landscape Strip shall have a minimum width of five (5) feet along the outer edge of a Vehicular Use Area except where a required landscape buffer is required per Section 9.2 herein above.

B. Trees shall be planted within the perimeter landscape strips at a rate of one (1) tree per two hundred fifty (250) square feet of side yard landscape area. They may be planted either evenly spaced or in groups or clusters.

9.6 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.

9.7 Fences. No fence or wall shall be constructed, placed, maintained or erected on the Property and/or any Unit without the prior written approval of the

Architectural Review Committee as to its location, height, and type of material.

ARTICLE X

MISCELLANEOUS STANDARDS

10.1 Animals. No animals, livestock, insects, reptiles, rabbits or poultry of any kind shall be raised, bred or kept on the Property and/or any Unit, except those animals normally sold by pet shops or treated at veterinary clinics or hospitals, and not more than two (2) guard dogs shall be allowed at any one time for each business establishment located on the Property. The Property shall not be used for farming or garden purposed. Flowers, trees and shrubbery may be grown, however, for aesthetic purposes. Nothing herein shall be considered as prohibiting the operation of flower shops or horticultural operations meeting the other requirements herein and approved by the Architectural Review Committee.

10.2 Mail Receptacles. All mail receptacles shall be subject to approval by the Architectural Review Committee and shall be constructed, placed and maintained on the Property and/or Unit in accordance with guidelines provided by the Architectural Review Committee from time to time.

10.3 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 on the Property or 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. The foregoing shall not apply to the operation of a motor fuel facility whereby underground fuel tanks shall be permissible subject to the approval of the Architectural Review Committee and any and all local, state and/or federal agencies who must grant approval of such fuel tanks prior to installation.

10.4 Equipment and Machinery. No machinery and/or equipment shall be placed, operated or maintained upon any Lot by any Owner except, subject to the provisions of the Governing Documents, machinery and/or equipment that is usual and customary in connection with the construction, maintenance and operation of the use approved by the Architectural Review Committee.

10.5 Removal of Dirt. Excepting for the purposes of actual construction upon the Property, no sand, gravel or soil shall be dug or removed from any Lot on the Property or 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 owned by Declarant in the Subdivision, and shall have the right of ingress and egress upon all Lots owned by Declarant for the purpose of grading and excavating thereon, or constructing and completing the street improvements, installing the public utilities, and doing any and all other things necessary to complete the Development Plan. Unless suitable retaining walls are construct 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 on the Property or 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 Subsection 10.5 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.

10.6 Utilities. Each Building and/or Improvement situated on the Property shall be connected to the water and sewer lines as soon as practicable after same are available at the Property line.

Hookups for water, gas, electricity and telephone, whether to main lines running under the public right of way or otherwise, shall be the sole responsibility of the Owner and/or Occupant of the Property, and Declarant shall have no responsibility or liability in connection therewith.

10.7 Drainage.

A. No Owner and/or Occupant 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 that 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 and/or Occupant shall be responsible to grade, elevate and fill his Lot in accordance with and as required by these restrictions and government regulations. Each Owner and/or Occupant 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 in the development of said Lot and as required by these restrictions and government regulations.

C. The maximum slope of the Lots shall be 4:1.

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

10.9 Subdivision. The Property and/or Lot shall not be subdivided by Owner and/or Occupant into a parcel of ground smaller than the original Lot as designated by Declarant in the original subdivision plan without Declarant's approval and no sale or mortgage of any Lot and/or Unit shall convey or encumber, as the case may be, less than the entirety thereof. Nothing in this Subsection 10.9 shall prevent the Owner and/or Occupant from combining two (2) or more existing Lots into a larger Lot, provided, however, that the aggregate number of original lots

prior to the combination is used to calculate the assessments.

10.10 Right to Assign. Any and all rights herein contained given to or reserved by Declarant may be assigned, in whole or in part, to any person or corporation; and whenever Declarant is herein referred to, such reference shall be deemed to include its legal representatives, successors and/or assigns.

10.11 Duration, Amendment, and Termination of this Supplementary Declaration. Duration, Amendment and Termination of this Supplementary Declaration shall be made in the same manner and in accordance with the provisions of Articles XIV, General Provisions, of the Restated Declaration. For purposes of this Supplementary Declaration certain provisions of Article XIV, General Provisions, of the Restated Declaration, being a part of this Supplementary Declaration, are herein repeated in their entirety:

A. Term of this Declaration. (Article XIV, Section 6 of the Restated Declaration)

Subject to the right to amend or terminate in whole or in part this Declaration or any provision herein pursuant to the procedures dictated in Section B of this Article XIV [of the Restated Declaration] and pursuant to Sub-Section 10.10 (c) of this Supplementary and subject to the regulations set forth in Section 2.0905 of St. Tammany Parish Land Use Regulation Zoning Ordinance No. 523, each of the covenants, conditions and restrictions set forth in the Restated Declaration and the Supplementary Declaration shall continue and run with the land commencing upon the recordation of the Supplementary Declaration in the office of the Clerk of Court, St. Tammany Parish, Louisiana, and extending until the anniversary date of said recordation during the year 2036 A.D. ("the Anniversary Date") and thereafter shall be automatically extended for successive terms of ten (10) years each, unless at the expiration of the Anniversary Date, or at the expiration of any ten (10) year extension term, this [Restated] Declaration and Supplementary Declaration is expressly terminated by an instrument signed by not less than seventy-five (75%) percent of the votes of the Members of the entire Association and signed by OHIP and Azalea Lakes Partnership or their successors and assigns. An act of termination must be properly recorded in the conveyance records of St. Tammany Parish, Louisiana to be effective.

B. Covenants to Run With Land. (Article XIV, Section 7 of the Restated Declaration)

Each of said covenants, conditions, and restrictions shall run with and bind the Property and shall inure to the benefit of and be enforceable by OHIP, Azalea Lakes, the Association, any Owners, the Architectural Review Committee, and the respective heirs, successors, and assigns of each. Each purchaser of any Lot, part or parcel of or in the Property, by acceptance of a deed, contract of sale, or other conveyance for any such lot, part or parcel, shall be conclusively deemed to have consented to and agreed for him/herself and his/her successors to observe, perform, and be bound by said covenants, conditions and restrictions.

C. Amendment of Declaration. (Article XIV, Section 8 of the Restated Declaration)

Subject to the other provisions of the Restated Declaration and the Supplementary Declaration, these covenants, conditions and restrictions may be amended, in whole or in part, as to all or any portion of the Property subject hereto, at any time, as follows:

(a) Any amendment may be effective if at least fifty percent (50%) of the Owners, OHIP, Azalea Lakes, or their successors and assigns, vote affirmatively therefore, together with evidence of the required Approvals which may be necessary under Article XIII of the Restated Declaration, subject to the regulations set forth in Section 2.0905 of St. Tammany Parish Land Use Regulation Zoning Ordinance No. 523;

(b) Any provision which affects the rights or powers of Azalea Lakes cannot be amended without the consent of OHIP and/or Azalea Lakes;

(c) Any such amendment shall be effective when executed by the President and Secretary of the Association who shall certify that the amendment has been approved as hereinabove provided, and recorded in the conveyance records of St. Tammany Parish, Louisiana;

(d) Unless and to the extent amended as herein provided, all of the provisions of this Supplementary Declaration shall be automatically renewed and shall remain in full force and effect with the beginning of each successive ten (10) year term after the Anniversary Date of the Supplementary Declaration;

(e) Upon and after the effective date of any amendment, it shall be effective and binding upon all persons, firms, and corporations then owning an interest in any Lot in or of the Properties to the same extent and effect as if set forth in this Supplementary Declaration, and shall run with and be appurtenant to the land and bind all persons holding by, through, or under any one or more of them.

(f) Furthermore, notwithstanding the above, OHIP in its sole discretion, without the consent of the Owners or the Board of Directors, may amend this Supplementary Declaration in any manner or for any other purpose, by recording the amendment in the conveyance records of St. Tammany Parish, Louisiana.

ARTICLE XI

SUPPLEMENTARY DECLARATION GOVERNED BY RESTATED DECLARATION

Declarant hereby declares that any and all provisions set forth in this Supplementary Declaration are supplemental to all terms and provisions of the Restated Declaration, and shall be governed and bound by therefore, including without limitation the following Articles of the Restated Declaration: Article I - Definitions, Article II - Property Subject to this Declaration, Article III - The Association, Article IV - Right of Association Membership, Article V - Covenant for Assessments, Article VI - Nonpayment of Assessments, Article VII - Architectural Review Committee, Article VIII - Repair and Maintenance, Article IX - Of Common

Areas, Article X - Servitudes, Article XI - Use Restrictions and Owners' Obligations, Article XII - Transfer of Real Property, Article XIII - Rights of Institutional Lenders and Public Agencies, Article XIV - General Provisions. In those instances where a matter is not directly addressed in this Supplementary Declaration, it is addressed in the foregoing Articles of Restated Declaration, some of which have been repeated herein. In the case of a conflict between the provisions of the Supplementary Declaration and the Restated Declaration, the Restated Declaration will control.

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

WITNESSES:

(Print Name): _____

(Print Name): _____

APPEARER:

Oak Harbor Investment Properties LLC
Acting by and through its Members

By: _____
Richard T. Hartley

By: _____
David R. Vey

WITNESSES:

(Print Name): _____

(Print Name): _____

INTERVENOR:

Azalea Lakes Partnership
Acting by and through its General Partners

RICK HARTLEY, INC.

By: _____
Richard T. Hartley, President

VEY DEVELOPMENT, INC.

By: _____
David R. Vey, President

NOTARY PUBLIC
My Commission is for life.

EXHIBIT "A"

THOSE CERTAIN LOTS OR PORTIONS OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of St. Tammany, in a portion of Section 27 and 34, Township 9 South, Range 14 East, designated as OAK HARBOR COMMERCIAL PHASE II, PARCEL 14, all as per plan of Wink, Incorporated certified correct by Hugh McCurdy, III, R.P.L.S., dated October 22, 2004 and filed of record in the Office of the Clerk of Court for St. Tammany Parish, State of Louisiana, as Map File No. 3622C on October 29, 2004, and more fully described as follows, to-wit:

OAK HARBOR COMMERCIAL, PHASE II, PARCEL 14, SPECIFICALLY PARCEL 14-2, ST. TAMMANY PARISH, STATE OF LOUISIANA.