

AMENDED SUBDIVISION RESTRICTIONS AND BUILDING CONDITIONS
CYPRESS COVE SUBDIVISION

STATE OF LOUISIANA

PARISH OF ST. MARTIN

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the aforesaid parish and state, personally came and appeared:

AIR & ICE INVESTORS, LLC a Limited Liability Company, to and doing business in the State of Louisiana, herein represented by, its members David Daigle and Brian Wille, and its manager Laura Daigle.

Who, after being duly sworn by me, did declare:

That it is the owner of the property known as "CYPRESS COVE" which consists of Lot 4 of the Estate of Joseph Adams, as per map recorded under original entry # _____ of the Clerk of the official records of the Clerk and Recorder of the Parish of St. Martin.

These amended restrictions replace in there entirety the restrictions filed on April 16, 2007 recorded with the Clerk and Recorder for the Parish of St. Martin at Inst Number 398897, Book 1467, Page 759.

APPEARERS declare that the purpose hereof is the creation of a residential community having a uniform plan of development and the preservation of property values, and is hereby subjected to the covenants, restrictions, 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 proportioned structures, and prohibit structures built of improper or unsuitable materials. 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 building sites; to prevent haphazard and inharmonious improvement of buildings sites; to secure and maintain property setbacks and in general to provide adequately for quality improvement of the property.

APPEARERS do hereby establish the following protective covenants and restrictions affecting all of the above referred to lots in CYPRESS COVE, consisting of all lots and any future filings which shall be in favor of CYPRESS COVE ARCHITECTURAL CONTROL COMMITTEE and any one or more of the other owners of lots in the subdivision and shall be binding upon the Purchasers, Owners or Occupants of any of the property above described, their heirs, successors and assigns, the restrictions to be as follows:

1. The subject property can be used only for residential purposes. All visible signs of commercial activities are prohibited. The subject property is limited to being used to accommodate one (1) single-family living unit per lot. Multiple dwellings are prohibited. No campers, motor homes, modular homes, or travel trailers are allowed on any lots temporarily for use on weekends as a campsite. The Architectural Control Committee, with proper application, will approve, for purposes of construction ONLY, a temporary home for a limited time. Motor homes, travel trailers, or other types of camper trailers will be allowed to be stored on the property, provided an enclosed parking garage is constructed.
2. No building may be constructed on the subject property without securing the approval of the Architectural Control Committee, on written application by the purchaser/owner from receipt of which date the Architectural Control Committee is to render a decision within forty-five (45) days. Approval shall not be deemed a guarantee as to soundness, safety or usefulness and no liability shall be incurred by Air and Ice Investors, LLC, Inc., the Architectural Control Committee, or their successors or assigns as a result of approval.
3. Upon commencement of construction, owner shall have one (1) year to complete any structure, building, or dwelling constructed in accordance with the restrictions. Should construction of a prospective residence, building, or structure not commence within six (6) months after approval by the Architectural Control Committee, then said approval shall be automatically withdrawn. From the date a building permit is issued, completion must occur within (12) months or the owner will be assessed \$100.00 per day for each day that the structure, building, or dwelling is not complete, which amount will be assessed as a lien against owner's property, in addition to the costs associated with the filing of same. The Architectural Control Committee may grant extensions of its approval from time to time for good cause shown, for example only, a natural disaster, hurricane, fire, contractor

strikes. The Architectural Control Committee is composed of Brian Wille and David Daigle and said committee shall be the final authority on interpretation of these covenants. In addition, for good cause shown, the Architectural Control Committee may grant waivers of any one or more covenants. Upon resignation of members, vacancies shall be filled by majority vote of lot owners, one vote per landowner.

4. The minimum requirements for residential structures is that each residence shall contain no less than Eleven hundred (1100) square feet of living area which shall be exclusive of open porches, garages, carports or storage areas. Living areas shall be interpreted as that portion of the residence, which is heated and cooled by artificial means and not natural. No mobile homes, prefabricated or off-site structures transported on site shall be allowed. The Architectural Control Committee must approve all exterior or detached storage buildings or sheds. The Architectural Control Committee shall approve all plans prior to construction, as set forth in Paragraph 2 herein. The Architectural Control Committee using the guidelines of maintaining the quality and appearance of the subdivision shall approve all the plans. No residential structure shall be occupied as a dwelling until all exterior roof and walls are in place.
5. No structure or improvements shall be located nearer than ten (10') feet from any street servitude, located nearer than fifteen (15') feet from the river or canal and located any nearer than five (5') feet to any sideline. Lot numbers 9, 16, 23 and 30, set backs must be approved by the Architectural Control Committee because of their unique locations as corner waterfront lots. Fences no taller than three (3') feet, will be allowed within the fifteen (15') feet servitude from any river or canal. The Architectural Control Committee must approve all structures or improvements, including boatlifts.
6. Land improvements cannot exceed 3.5' at waterfront and side boundaries and 4.5' at street boundary. These levels will maintain proper drainage. Vehicle weight limits cannot exceed 25 Tons on the streets within Cypress Cove.
7. Structures shall be constructed above the ground only; no basements, cellars or any in ground structure shall be permitted. Structures shall be finished in material such as brick, vinyl, exterior grade wood siding or other readily acceptable material such as cement or log board, or

stone. The Architectural Control Committee must approve materials used.

8. The developer of Cypress Cove has provided a sewage disposal plant and all plumbing must be connected. No discharge will be allowed into river or canals. A \$650.00 fee per lot will be assessed at Act of Sale for the water and sewer lines provided on every lot. This fee is to be made payable to Air & Ice Investors, LLC, Inc. Assumption Parish Waterworks will assess a monthly sewer fee that will be included in all water billings. All dwellings must hook up to electricity, water, sewer and all other utilities at landowner's expense. A \$100.00 initial fee will also be due and payable at Act of Sale for the formation of the Homeowners Association. This fee will be payable to Air & Ice Investors, LLC, Inc to be held in Escrow until Cypress Cove Homeowners Association is in place. At this time every landowner **must** join the association. Annual dues will be assessed and collected accordingly.

9. There shall be no street parking. No boats or vehicles shall be left on lots in a disabled or partially disassembled condition. The Architectural Control Committee shall have the right to remove such boats or vehicles at the expense of the owner of the lot where the vehicle was either on or in front of, after having notified the owner in writing and giving him ten (10) days to correct the violation.
 - (a) The Owners/Purchasers agree to hold Air and Ice Investors, LLC, the Architectural Control Committee and the individual members of the Architectural Control Committee harmless for any cost and expenses of any type or kind, attorney fees, liability, damages, personal or property, causes of actions, claims, judgments, settlements incurred, suffered or otherwise that is a result of or in any manner connected, directly or indirectly with the use of the subdivision street, road, lane, right of way systems by the owners/purchaser, their guests, invitees, visitors, and/or any persons or person with or without consent that enters the subdivision street, road, lane, right of way system.

10. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which shall become an annoyance, nuisance or detriment to the property value of other property owners. The Architectural Control Committee shall have absolute discretion to construe this provision.

11. These covenants prohibit the re-subdivision of any lots from any dimension or size other than those shown on the official recorded plat. However, this covenant shall not prohibit the use of more than one (1) lot for one (1) residence. Notwithstanding this prohibition to the re-subdivision of lots, any lot may be re-subdivided or re-platted with the express written consent and permission of the Architectural Control Committee of Cypress Cove, which reserves the right to re-subdivide or re-plat any lots owned by it in order to assist in marketing a particular lot or provide for including a portion of one lot with a contiguous lot, until it has sold all of its lots.
12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots except that dogs, cats, and other household pets may be kept. Household pets, dogs and cats may be kept in the home or in a covered enclosure. No lot owner shall have more than three pets per lot. The Architectural Control Committee must approve any covered enclosure. Dogs, which bark excessively or create a nuisance in the opinion of the Architectural Control Committee, shall be removed on written notice from the Architectural Control Committee.
13. Access to any lot is to be provided by lot owners with covered culverts and catch basins over the existing drainage ditches, which culverts are to be of such a size and set at such a grade, which shall be determined by the Architectural Control Committee or the governing body of the parish. Should there be any interference with the free flow of water in the drainage ditches across any lot, the Architectural Control Committee or the governing body of the parish, may have the object of such cause removed and the lot owners will be responsible for reimbursement of all expenses incurred by the Architectural Control Committee.
14. Three or four wheelers, dirt bikes, or ATVs of any type or kind will be prohibited on the streets within CYPRESS COVE.
15. No fence shall be erected on said lot beyond the parish right of way of that lot. The Architectural Control Committee must approve all fencing material. No chain link fencing allowed.
16. Piers, wharfs and other structures may not be constructed into the river or dredged canals without specific written consent from the Architectural Control Committee. Any bulk heading will have to be approved by the Architectural Control Committee and must consist of tan vinyl sheeting to maintain consistency throughout the

development. Use of the subdivision canal systems is provided to the lots owners of CYPRESS COVE for the purpose of access to their waterfront lots. Keeping this in mind, the following rules apply to water borne traffic:

- a. All boat traffic shall proceed at true idle speed only, no Wake. All boats parked along the canal shall be lashed and tied both front and rear so that the rear of the boat may not float out into the travel lane portion of the canal.
 - b. Lot owners are personally responsible for the conduct of non-owner boats that enter the canal for purposes of visitation. The bank in front of each lot is the exclusive private property of the respective lot owner. Visiting boats must therefore be moored only on the portion of the bank owned by the person whom they are visiting and only with that person's permission.
 - c. Houseboats are not allowed in canals or moored to any lot. Permanent Boat parking is not allowed along any lot boundary.
 - d. Crab traps or any other traps marked by buoys will not be allowed in canals so as not to obstruct boat traffic. Trout lines will not be allowed in the canals.
 - e. The Owners/Purchasers agree to hold Air and Ice Investors, LLC, the Architectural Control Committee and the individual members of the Architectural Control Committed harmless for any cost and expenses of any type or kind, attorney fees, liability, damages, personal or property, causes of actions, claims, judgments, settlements incurred, suffered or otherwise that is a result of or in any manner connected, directly or indirectly with the use of the subdivision canal systems by the owners/purchaser, their guests, invitees, visitors, and/or any persons or person with or without consent that enters the subdivision canal system.
17. All lots shall be subject to a utility servitude as per the Cypress Cove Subdivision Plat filed with the Clerk and Recorder of the Parish of St. Martin and supplemented from time to time. No structure or use shall be allowed with the utility servitude depicted on said Subdivision Plat without the express written permission of the Architectural Control Committee.
18. No oil or gas drilling, quarrying or mining operations or exploration, development operations of any kind shall be permitted upon or in any lot, nor shall oil wells, refineries, tanks, tunnels, excavations, shafts,

holding facilities or any other like activity or commercial activities of any nature be permitted upon or in any lot. No derricks or other structures designated for use in exploration for or boring for oil, natural gas, salt water or other minerals shall be erected, maintained, operated or permitted upon in any lot, without the consent of the Architectural Control Committee.

19. Concrete must be used for all driveways and other means of ingress and egress. Each owner of a lot is responsible for providing sufficient driveway and parking for all vehicles, utility trailers, boats, etc. on his lot. There is to be no parking on the subdivision streets.
20. All landowners must maintain their lots free from debris, high grass, and weeds, not to exceed twelve inches. The Architectural Control Committee or Homeowners Association is permitted to see the grass is maintained according to these restrictions. Failure to abide by these restrictions will result in a certified notice being sent to the landowner who must comply within fifteen (15) days of the receipt of the certified notice. After notice has been sent, and the landowner has failed to comply within the fifteen (15) days, said Architectural Control Committee or Homeowners Association shall charge the landowner with the cost of the said work involved and file a lien with the St. Martin Parish Clerk of Court. Landowner is responsible for any and all attorney fees, filing fees and cancellation cost for the lien.
21. The owner of any of said lots in CYPRESS COVE SUBDIVISION, FIRST FILING, Air and Ice Investors, LLC and/or the Architectural Control Committee shall have the right to enforce by legal proceedings all restrictions, servitude, reservations, liens and charges now or hereinafter imposed by the provisions of these covenants. Failure of any owner of any lots in the CYPRESS COVE SUBDIVISION, FIRST FILING, Air and Ice Investors, LLC and/or the Architectural Control Committee to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any owner of any lot in the subdivision, his/her agents, employees, heirs, successors, or assigns or anyone acting on his/her behalf, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any owner of any lot in CYPRESS COVE SUBDIVISION, FIRST FILING, Air and Ice Investors, LLC and/or the Architectural Control Committee to prosecute any proceeding at law or in equity against such owner and the person or person violating or attempting to violate any such obligations, covenant, restrictions,

servitude and conditions and to prevent him or them from doing so by a mandatory prohibitory injunction without the necessity of providing bond for the issuance thereof, each owner being deemed, by purchase of any lot, to have waived and relinquished any right to require the posting of bond. However, the availability of injunctive relief shall not preclude (or be precluded by) any other available remedy for any violation or threatened violation, including, without limitation, the recovery of damages. Air and Ice Investors, LLC and/or the Architectural Control Committee shall be entitled to the recovery of attorney's fees from any owner for the violation or attempting to violate any such obligations, covenant, restrictions, servitude and conditions of these covenants. Failure of any person or entity to enforce any provision of these restrictions shall, in no event, be deemed to be waiver of the right to do so hereafter.

Any Notice required to be sent to any owner of any lot in the subdivision under the provisions of these covenants shall be deemed to have been properly given and completed when mailed, postage prepaid, to the last known address of the person who appears as owner on the public records at the time of mailing. It is the landowner's responsibility to provide and maintain with the Architectural Control Committee or Homeowners Association a current address.

The Owners/Purchasers agree to hold Air and Ice Investors, LLC, the Architectural Control Committee and the individual members of the Architectural Control Committed harmless for any cost and expenses of any type or kind, attorney fees, liability, damages, personal or property, causes of actions, claims, judgments, settlements incurred, suffered or otherwise that is a result of or in any manner connected, directly or indirectly with the enforcement of any restrictions, regulations and/or provisions contained in the SUBDIVISION RESTRICTIONS AND BUILDING CONDITIONS CYPRESS COVE FIRST FILING.

THUS DONE, READ AND SIGNED in my office in the City of Plaquemine, Louisiana, by said appeared, in the presence of the undersigned competent witnesses and me, said Notary, on this _____ day of _____, 2007.

WITNESSES:

AIR & ICE INVESTORS, LLC
BY: DAVID DAIGLE

AIR & ICE INVESTORS, LLC
BY: BRIAN WILLE

NOTARY PUBLIC