

**SUPPLEMENTARY DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CLIPPER ESTATES PHASE 6**

**STATE OF LOUISIANA**

**PARISH OF ST. TAMMANY**

**BE IT KNOWN**, that on this \_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned Notary Public, personally came and appeared,

**CLIPPER NOTEHOLDER, LLC**, a Louisiana limited liability company, represented herein by its duly authorized Member /Manager, Troy J. Duhon. Troy J. Duhon is the duly authorized representative of Clipper Noteholder, LLC, pursuant to that certain Certificate of Authority attached hereto, as Exhibit "A", whose mailing address is: 13040 I-10 Service Road, New Orleans, LA 70128 (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 Lots 1-46, inclusive, Clipper Estates Phase 6, which property is more particularly described in Exhibit "B" attached hereto and made a part hereof (hereinafter the "Property"); and

**WHEREAS**, Declarant intends to develop the Property as Clipper Estates Phase 6, in accordance with the plan of J. V. Burkes and Associates, Inc., Sean M. Burkes, Surveyor, dated July 10, 2013, DWG No. 20080566, and filed in the Office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, on March 24, 2014 in Map File No. 5247, (hereinafter the "Subdivision").

**WHEREAS**, Declarant intends that the Property described in Exhibit "B" becomes subject to the Declaration of Covenants, Conditions, and Restrictions, Clipper Estates Subdivision, St. Tammany Parish, Louisiana, dated January 12, 1995, and registered in the office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana on January 17, 1995 in CIN 935464, (the "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 "B" 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 Declaration and does hereby subject the Property described in Exhibit "B" to the Declaration.

**NOW THEREFORE,** Declarant hereby further declares that the Property described in Exhibit "B" 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 "B" in aid of the General Plan of Development of the Subdivision approved by the St. Tammany Parish Council, and shall be deemed to run with and bind the Property described in Exhibit "B" and inure to the benefit of and be enforceable by the Declarant, its successors, assigns and legal representatives, and be binding on all parties having any right, title or interest in the Property described in Exhibit "B", and their successors, assigns and legal representatives.

**ARTICLE I  
DEFINITIONS**

For the purposes of this Supplementary Declaration, the following explanations and definitions of words, terms, and phrases shall govern:

1.1 **ARCHITECTURAL GUIDELINES** shall mean the guidelines, and amendments thereto, established by the Architectural Review Committee.

1.2 **ARCHITECTURAL REVIEW COMMITTEE**, also referred to as the ARC, shall mean the committee established pursuant to Article VII of the Declaration.

1.3 **ASSOCIATION** shall mean the Clipper Estates Master Homeowners' 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 Supplementary Declaration.

1.6 **DEVELOPMENT PLAN** shall mean and refer to the land as illustrated in the plan for the development of Clipper Estates, as illustrated on Exhibit "C" to the 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, as amended or modified and as set forth in Section 6.0104 of the Unified Development Code.

1.7 **IMPROVEMENTS** shall mean all structures and appurtenances thereto of every type and kind, including but not limited to: buildings, outbuildings, garages, swimming pools, irrigation and drainage devices or systems, landscaping, plantings, windbreaks, trees, shrubs, fences, screening walls, retaining walls, bulkheads, docks, piers, sidewalks, driveways, animal enclosures, decks, flagpoles, 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, as heretofore defined, 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 **PARCEL REPRESENTATIVE** shall mean the person initially appointed by the Declarant and thereafter elected by the Owners to represent the Owners before the Board of Directors.

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

1.12 **SUBDIVISION** shall mean and refer to the Subdivision hereinabove described, known as "Clipper Estates, Phase 6" which has been divided into Lots.

1.13 **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, loops, and cul-de-sacs shown on the plan of Subdivision fronting Lots 1-46, inclusive, Clipper Estates Phase 6, are private streets, drives, circles, courts, loops, and cut-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, loops, 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, loops, and cul-de-sacs shall remain in the Declarant, Clipper Noteholder, LLC, or the Clipper Estates Master Homeowners' Association, Inc., their successors, transferees or assigns and are reserved by and excluded by the Declarant, Clipper Noteholder, LLC, or the Clipper Estates Master Homeowners' Association, Inc. Said ownership and fee title to said streets, drives, courts, circles, loops, and cut-de-sacs are not conveyed or transferred herein or hereby. Nothing in this Supplementary Declaration or on said plans is intended to dedicate in any manner said streets, drives, courts, circles, loops, or cul-de-sacs fronting Lots 1-46, inclusive, Clipper Estates, Phase 6, 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 Clipper Noteholder, LLC, its successors or assigns, by reference to or according thereto shall not in any manner dedicate said streets, drives, courts, circles, loops, 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 Clipper Estates Subdivision, Phases 1A, 1B, 1C,2A, 2B, 2C, 3A, 3B,3C, 4A, 4B, 5, 6, 7A, 7B and 8 and The Palms of Clipper Estates Phases 1, 2 and 3, and all future phases, and each and every present Owner and future owners of the properties formerly described as Moonraker Island Phases 2, 4, 4A, and Part of Lot 17 Pontlake Estates, which are designated in the Development Plan as the remaining Phases 2-9 of Clipper Estates Subdivision, and any additional properties acquired and included in the development (hereinafter collectively the "Future Clipper Estates Phases"), their 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, loops, 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, of Clipper Estates 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, loops, 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, loops, 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, loops, 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, loops, and cul-de-sacs shown on the Plan of Subdivision, to wit: **Palm Island Road**. 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, loops, 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, loops, 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, loops, 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, loops, 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, loops, and cul-de-sacs) and street rights-of-way and that portion of the rights-of-way on which sidewalks, bike, walking or jogging paths, 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, loops, and cul-de-sacs) or any utility within the Subdivision or streets (including drives, courts, circles, loops, 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, loops, 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, loops, 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 SERVITUDE OF PASSAGE FOR WATERWAYS**

The rear boundary line of the lots located in the Subdivision is located adjacent to a private lake, canal or lagoon. A portion of the private lake, canal and/or lagoon is located on a portion of the lots themselves. That portion of each lot which is located in the private lake, canal or lagoon right-of-way is hereby dedicated as a common right-of-way or servitude of passage for the mutual benefit and use as a right-of-way of passage of all Owners of property located in the Subdivision and in the Clipper Estates Subdivision, all Sections and Phases, and the Palms of Clipper Estates Subdivision, all Phases (including all Future Clipper Estates Phases) which includes that property previously known as Moonraker Island Phases 2, 4, 4A, and Part of Lot 17 Pontlake Estates, which are designated in the Development Plan as the remaining Phases 2-8 of Clipper Estates Subdivision, and any additional properties acquired and included in the

development, together with their successors and assigns, guests and invitees. All present and future Owners of these Lots located in this Subdivision whose property or portions thereof are subject to this servitude or right-of-way of passage for a private lake, canal and/or lagoon agree to utilize said private lake, canal and/or lagoon in such a manner as to refrain from interfering with the peaceful use of said private lake, canal, and/or lagoon by other property Owners whose property also adjoins and connects to said private lake, canal and/or lagoon. All present and future Owners of these Lots located in this Subdivision whose property or portions thereof are subject to this servitude or right-of-way of passage for a private lake, canal and/or lagoon furthermore agree to erect no obstruction in said private lake, canal and/or lagoon, except as may be specifically allowed by these covenants, conditions and restrictions, and to deposit no trash, debris, grass cutting and lawn debris, seafood debris such as crab shells, shrimp shells, crawfish heads/shells, or rubbish therein, and to cooperate as much as possible in keeping said private lake, canal, and/or lagoon in a clean and sanitary condition and to do nothing which would obstruct the free flow of boat traffic through said private lake, canal and/or lagoon.

#### **ARTICLE IV CONSTRUCTION STANDARDS AND REQUIREMENTS**

4.1 Building Location. No building, structure, or garage shall be located nearer than twenty (20') feet to the front property line or as specifically delineated on the subdivision plat or nearer than alternating two (2') feet to any one side property line or nearer than and three (3') feet to any other side property line or nearer than twenty-five (25') feet to the rear bulkhead line. For corner lots, the side yard setback for the side yard facing the street shall be as shown on the final plat, or any amendments thereto. 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.



#### 4.2 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 a stamped engineered foundation plan and 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. Construction shall recommence within thirty (30) days after such a weather event and shall be completed within one (1) year from the date of initial commencement of construction. The ARC, however, shall have the option to add back the delay days

caused by such a weather event depending upon the stage of construction at the time of such weather event. 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. The Declarant, its successors, or assigns; or the Association, its successors or assigns, if such authority has been transferred to the Association, shall have the right and authority to select the respective provider or utility company.

#### 4.3 Residence Buildings.

A. No Lot and/or Unit in the Subdivision shall be used for any purpose other than residential. No building shall be erected, constructed, reconstructed, altered, placed or permitted to remain on any Lot other than one single family dwelling, excepting as hereinafter provided, not exceeding three (3) levels in cross section and not exceeding two and one-half (2 1/2) stories in height, a private garage for not more than 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 there of. 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 at the discretion of the Architectural Review Committee. The rear of the home **shall not** be all wood, aluminum or vinyl type siding. The rear of the home may include brick, stucco or other similar material if wood, aluminum, vinyl or 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. For Lots 1-46 inclusive, Clipper Estates Phase 6, the floor area of any residential dwelling, exclusive of eaves, steps, open porches and garage shall be not less than one thousand five hundred square feet (1,500) on those Lots 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 (1,000) square feet.

E. The minimum roof pitch shall be 3/12, unless otherwise approved by the Architectural Review Committee.

F. All roofing shingles must be Architectural Dimensional Style or metal roofs in colors of white, rust or galvanized. All roofs and the style of the roofs must be approved by the Architectural Review Committee prior to installation and construction.

G. All residences shall be constructed with at least eighty (80%) percent of the ceilings on the ground floor not less than ten (10') feet high.

H. Fireplace flues and chimneys shall be covered with the stucco, brick or Hardy-Plank type siding that was used on the exterior of the residence (no wood, vinyl, or aluminum siding is permissible even if used on the exterior of the residence). All fireplaces that have chimneys shall have chimney caps of galvanized metal caps, true copper caps, brick caps, or equal. If a vent less fireplace is installed, it must be approved by the Architectural Review Committee and it must

be constructed and installed in accordance with all local, parish, state and federal building code provisions; this includes all fire code regulations.

I. Outdoor equipment, including, but not limited to air conditioning equipment, compressors, pool equipment, filters, tanks, etc. and / or solar panels, collectors and equipment, as well as garbage cans, recycling bins, compost bins, piles or areas, wood piles, materials and supplies, and/or any equipment which is stored outside are prohibited from being installed, constructed or placed in the side yard areas of the Lot and may only be installed, constructed or placed in the rear of the Lot or stored in an enclosed structure such as a garage or approved storage area if located in the front area of the Lot. Each individual Lot Owner shall provide an area visually screened from the street for the storage of garbage cans, recycling bins, compost bins, piles or areas, 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. Owners are prohibited from impeding side yard access between the Lots in the Subdivision by the installation or construction or placement of any such items in these areas or for any reason whatsoever.

J. 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; provided however, this prohibition shall not preclude a home office as long as no client meetings, advertising, warehousing, or similar public commercial activities are conducted on, at or in connection with said home office.

K. 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 4.3 (A) herein. Furthermore, the property shall not be used to house employees, contractors, subcontractors, nor more than 4 unrelated guests and invitees for a period of time extending beyond fourteen (14) days.

L. The minimum finished floor of all residences shall be six (6') feet above the top of curb fronting such Lot. The maximum finished floor elevation of all residences shall be one (1') foot above the Federal Emergency Management Agency (FEMA) designated base flood elevation. 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 or in accordance with the standards and regulations imposed by St. Tammany Parish, if such regulations are more restrictive. Thereafter, the slab shall be raised and veneered through the use of brick ledges, Hardy-Plank type siding or other approved detail or installed on raised pilings screened by the material used on the exterior of the house; provided however, the slab shall not be exposed more than twelve (12") inches above the fill surrounding the base of the slab. All construction must comply with FEMA requirements including the use of flood vents, smart vents or other type vents required by FEMA or to be installed in the house foundation as required by FEMA. Any such vents must be of a color or painted to match or coordinate with the trim color of the house or structure on the lot. Owners **must** submit foundation plans stamped by a licensed Louisiana engineer with their Architectural Review Committee application.

M. Construction and installation of the bulkhead on the Lot must be completed within one (1) year from the date of the initial Act of Sale of the Lot (the date on which the sale is executed, not recorded) from the Declarant (Seller), or its successors and assigns, to the initial third party purchaser, regardless of whether or not construction of the house has commenced on the Lot. This provision, and the above referenced time period, applies to all subsequent sales from the initial sale. For the purposes of calculating the time period for compliance with this

provision, the time commences to run from the initial sale to a third party purchaser and continues to run. Time does not commence anew each time the Lot is sold to subsequent purchasers. All bulkheads must be approved by the Architectural Review Committee prior to commencement of construction and installation and must be constructed and installed in accordance with these restrictions and the Declaration, including Section 4.26 of this Supplementary Declaration herein. If the Owner fails to construct or install the bulkhead on the Owner's Lot within this one (1) year time period, then the Association or the Architectural Review Committee, or their successors, designees, transferees, or assigns can enter upon the Lot and construct and install the bulkhead, without being liable in trespass or for any other claims or damages. The cost of the construction and installation of the bulkhead, along with any other costs or amounts (including attorneys' fees) incurred by the Association or the Architectural Review Committee, or their successors, designees, transferees, or assigns shall be a charge for these amounts due by the Owner of the Lot immediately upon the request therefor. In the event the Owner of the Lot fails to pay this amount, this amount shall become a special assessment, which assessment, if not paid by the Owner, shall become a lien in accordance with the terms and provisions of the Declaration, enforceable by the Association in accordance with the terms and provisions of the Declaration.

4.4 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. 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 a plan that is presented to and approved by the Architectural Review Committee.

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 this 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.

4.5 Garages. All Lots and/or Units shall have at a minimum a garage that is accessible and sized to accommodate a minimum of one car and a maximum of three 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 by not more than five (5') feet. 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 and are strictly prohibited.**

4.6 Parking. No vehicle of any kind shall be parked on any portion of any Lot or Unit except the paved drive. No commercial vehicle(s) nor commercial vessel(s) shall be parked, stored, moored, or otherwise placed on the Lot or Unit. Each individual Lot Owner shall provide for permanent, enclosed parking on the

Lot in a permanent enclosed structure for automobiles, boats, vessels, motorcycles, four-wheelers, go-carts, trailers, and the like. 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 shall be used for storage of boats, vessels, 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, boats, vessels, motorcycles, four-wheelers, go-carts, trailers, and the like is expressly prohibited. No trucks, trailers, automobiles or other commercial vehicles or vessels bearing advertisements shall be parked on the street except when making a delivery.

4.7 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.

4.8 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 and Flags. Flagpoles and flags to be displayed shall be in accordance with a plan that is presented to 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.



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

F. Generators. All permanent natural gas or propane generators must be approved by the ARC, including their location and screening on the Lot or Unit, prior to installation.

G. Animal Enclosures / Pens. All dog and animal enclosures / pens must be approved by the ARC, including their location and screening on the Lot or Unit, prior to installation. In no event shall said animal enclosures / pens be made of chain link type or similar fencing; said chain link type or similar fencing **is not allowed and is strictly prohibited.**

#### 4.9 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.

4.10 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. All satellite dishes to be installed and their location on the Lot or Unit 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.

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

4.12 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.

4.13 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.

4.14 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.

4.15 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 repose of the ground shall not be altered by excavation within alternating two (2') and three (3') feet of any boundary line of any Lot in the Subdivision by other than a slope of four 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.

4.16 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 five (5') 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 five (5') 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.

4.17 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.

4.18 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. Owners shall also maintain the slopes, retaining walls and bulkheads on their front, rear and side yards so as to prevent erosion or any damage to the street or adjoining properties. 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, cleaned and maintained as well as structures and improvements repaired or replaced and shall be paid a reasonable charge for such services and the costs of such services, cleaning, maintenance, repairs or replacement by the Owner of the Lot and/or Unit immediately upon the request therefore. If the Owner fails to pay said charge and/or costs, then said charge and/or costs 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.

Each Owner and Lot is granted a mutual reciprocal servitude over the other Owner's Lots for maintenance, repair or replacement and access to the sides of the Lots and the improvements on their Lots on the common side lot boundaries. There is hereby granted a blanket servitude upon, across, over and under all of the sides of the Lots for ingress, egress, installation, replacing, repairing, and maintaining all exterior improvements and installations. Further, a perpetual servitude is granted to the Declarant and the Association to enter onto, across, or over any Lot to perform any maintenance, repairs or replacement. No exterior improvements shall be installed or relocated on the Property or a Lot except as approved by the Declarant or the Association.

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 these said reciprocal servitude areas.

The servitudes and rights stated herein are appurtenant to a Lot and the improvements of the Lot and Owner. All conveyances of and other instruments affecting title to a Lot shall be deemed to grant and reserve the servitudes and rights as stated herein, as though set forth in said document in full, even though no specific reference to such servitude or restrictions appear in any act of conveyance.

4.19 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.

4.20 Driveways and Walkways.

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 alternating two (2') or three (3') feet to any side Lot line and cannot impede drainage on the Lots.

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. Any walkways on the Lots going from the street 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 alternating two (2') or 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.

#### 4.21 Utilities /Solar Collectors.

A. 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.

B. Solar Panels, Collectors, Equipment. Any solar panels, collectors or equipment installed on the structures or improvements on the Lots or on the Lots must receive the prior written approval of the Architectural Review Committee as to its location, height, and materials. Any such solar panels, collectors or equipment must comply with the Architectural Review Committed Guidelines and with all

local, parish, state and federal guidelines and requirements. No solar panels, collectors or equipment shall be installed in the side yard areas, within any side yard servitudes, nor impede access of the side yards of the Lots.

4.22 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. Two (2) mail receptacles on a shared post or base are allowed; however, such type receptacles, material and paint color must also be approved by the Architectural Review Committee.

4.23 Fences.

A. 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 and are strictly prohibited**. 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.

B. The perimeter fence paralleling the water's edge for waterfront lots shall be set back five (5') feet from the bulkhead line and shall not exceed four (4') feet in height thirty five (35') feet from the bulkhead toward the front of the Lot and shall not exceed six (6') feet in height from that point to the front building setback line. If necessary, fence designs will step down slopes with a four (4') foot minimum height and a six (6') foot maximum height. The fencing, if in wood, must be stained in a color to mimic that of the main residence with said color to be approved by the ARC. The framework of the fence, the fence railings (support boards) and posts for wood fences shall face the inside of the Owner's property with only the fence boards facing the outside of the Owner's property.

4.24 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. Owners shall be responsible to avoid erosion on their

Lot and/or Unit and to avoid erosion of adjoining streets and properties. Owners are liable for any damages caused by failure to maintain their Lot and/or Unit and for any damages caused by erosion on their Lot and/or Unit. For purposes of these restrictions, the "established drainage pattern" is defined as the drainage pattern which is designed to occur at the time at the overall filling and grading of the Subdivision and the Lots in the Subdivision have been completed in accordance with the requirements of these restrictions and in accordance with the Master Paving and Drainage Plan prepared by J. V. Burkes and Associates, Inc., and the Site Grading Plan prepared by J. V. Burkes and Associates, Inc., which plans have been submitted by Developer to the St. Tammany Parish Department of Development. Copies of said plans are also filed in the Official Records of St. Tammany Parish, Louisiana and with the Architectural Review Committee.

B. In order to achieve the established drainage pattern, each Owner shall be responsible to grade, elevate and fill his Lot in accordance with and as required by these restrictions and the Site Grading Plan. Each Owner shall also be responsible to maintain the elevation of his Lot so that water shall drain over and through his Lot in accordance with the established drainage pattern for his Lot as provided herein and as shown on said Site Grading Plan.

C. The maximum slope of any and all Lots within the Subdivision shall be 4:1.

4.25 Greenbelt Area. The front setback of the Lots as stated in this Supplementary Declaration and shown on the subdivision plat is twenty (20') feet. The first fifteen (15') feet of the front setback area of each Lot is hereby designated as a greenbelt area. Within this greenbelt area, the Owner must plant a minimum of three (3) Class A trees chosen from those listed in the Architectural Guidelines and St. Tammany Parish regulations. The Owner and all subsequent Owners must maintain these trees and replace any diseased, damaged, dying or dead trees so as to always have three (3) Class A trees on the Lot. These trees are to be planted in accordance with the rules and regulations promulgated by the Architectural Review Committee.



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

A. No dock, bulkhead, boathouse, pier, gazebo or other structure or obstruction shall be built or maintained upon any Lot abutting a Waterway or into or upon any Waterway on the Lot, or adjoining thereto, without the prior written approval of the plans, designs and location by the Architectural Review Committee. Such structures built by the Owner shall be maintained at the Owner's sole expense. Notwithstanding any of the above contained herein to the contrary, no hanging of tires on any dock, bulkhead, boathouse, pier, gazebo, or other obstruction will be permitted. The Owner must submit to the Architectural Review Committee a plan stamped by a licensed Louisiana engineer showing the plans, design and specifications for construction and which also states that said dock, bulkhead, boathouse, pier, gazebo or other structure will not create a failure of the bulkhead or affect the property or any other property, structures, works or installations constructed or maintained upon any Lot.

B. No hoists, lifts, launching facilities or any similar type of structure(s) or equipment ["Waterway Structures"] shall be installed on the Lots without the prior written approval of the Architectural Review Committee. The Owner must submit to the Architectural Review Committee a plan stamped by a licensed Louisiana engineer stating that said Waterway Structures will not create a failure of the bulkhead or affect the property or any other property, structures, works or installations constructed or maintained upon any Lot. Further, no boat or trailer shall be stored on any Lot except in a permanently enclosed structure.

C. The Owner shall construct a bulkhead on his Lot in accordance with the specifications provided by the Architectural Review Committee. Bulkheads may be constructed of wood, or vinyl, with two recommended (2) Shoreguard products: (1) FP 475 sheet pile, generally suitable for low, backyard bulkheads (12 ft. high wall); or (2) FP 575 panel for higher walls or where greater load is placed on or behind the wall.

The following are also recommended for construction and installation of

the bulkhead and materials:

- (i) Wood face pilings, tieback pilings and top walers should be treated with 2.5 lb/cu. ft. CCA treatment.
- (ii) Face piles should be wrapped in 30-mil HDPE (high density polyethylene) sheeting from 1 ft. below the mudline to 18" above normal tide.
- (iii) Lower walers (those near or below the waterline) should also be wrapped in 30-mil HDPE sheeting secured with 316 stainless nails 2" on centers, or alternatively wrapped in Shorguard vinyl encased walers.

A common design throughout Clipper Estates Subdivision is for face piles & tieback piles to be installed at 5 foot on centers with tie back pile setback distance generally at 12 feet. Tie rods are generally 5/8" min. diameter. However, any of the structural aspects (pile size, spacing, tie rods, etc.) are subject to modification by the stamped engineering drawings specific to the lot, its location, soil conditions, water depth, load requirements and any other factors or information considered or required by the engineer preparing the stamped, engineered plans.

Construction and installation of the bulkhead on the Lot **must be completed** within one (1) year of the date of the Act of Sale of the Lot (the date the Act of Sale is executed, not recorded) as stated in Section 4.3M herein, regardless of whether or not construction of the house has commenced on the Lot.

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

E. Any dock, bulkhead, boathouse, pier, gazebo, hoists, lifts, launching facilities or any similar type of structure(s) or equipment constructed in said Waterway shall not extend more than thirty (30') feet from the face of bulkhead into the Waterway, with a maximum overhang of five (5') feet. Docks, boathouses and piers shall only be constructed perpendicular to the Lots, and boats or any type of watercraft shall only be moored, berthed or stored perpendicular on the Lots. A dock is also allowed to be constructed parallel to the existing bulkhead, but it may only be a width of twelve (12') feet and it may not extend beyond the length of the existing bulkhead installed at the water's edge. A current survey of the Lot must be submitted to the Architectural Review Committee for review by the Architectural

Review Committee and before approval by the Architectural Review Committee. The design of the dock, bulkhead, boathouse, pier, gazebo, hoists, lifts, launching facilities or any similar type of structure(s) or equipment, or any other Waterways Structures must be site verified and approved and the location approved by the Architectural Review Committee before commencement of construction.

4.27 Swimming Pools, Hot Tubs, And Spas.

A. Swimming pools, hot tubs, and/or spas, patios and decks shall be located on the rear portion of the Lot and/or Unit. Notwithstanding the provision of Article IV, Section 4.1, swimming pools, hot tubs, and/or spas, patios and decks shall not be nearer than twenty five (25') feet to the rear bulkhead line.

B. Swimming pools hot tubs or spas shall be constructed in the ground and shall be at normal ground level. No above-ground swimming pools, hot tubs or spas, shall be allowed and are strictly prohibited.

C. A fence of a design approved by the Architectural Review Committee, and in compliance with St. Tammany Parish regulations, shall completely enclose any swimming pool, hot tub or spa.

D. The Owner must submit to the Architectural Review Committee a plan stamped by a licensed Louisiana engineer stating that said swimming pools, hot tubs, and/or spas, patios and decks will not create a failure of the bulkhead or affect the property or any other property, structures, works or installations constructed or maintained upon any Lot. Further, the design of the swimming pools, hot tubs, and/or spas, patios and decks and related equipment must be site verified and approved, and the location approved by the Architectural Review Committee before installation and commencement of construction.

4.28 Clotheslines. Outside clotheslines or other outside facilities for airing or drying clothes are specifically prohibited and shall not be erected, placed or maintained on the Lot and/or Unit. No clothing, rugs, or other items shall be hung on any railing, fence, hedge or wall.

4.29 Multiple Lots.

A. Nothing in these restrictions shall prohibit an Owner of any two (2) adjoining Lots having frontage on the same street from erecting a residence on the

two (2) Lots, which shall be considered, for the purpose of these restrictions, more particularly for assessments, as two (2) Lots, even if said Lots are re-subdivided into one (1) larger Lot.

B. No Lot or Lots shall be sold except with the description as shown on the original plan of subdivision referred to above, or any revisions, amendments or resubdivisions thereto; provided, however, that any Lot or Lots may be subdivided or re-platted with the prior written consent of the Declarant or the Architectural Review Committee.

## **ARTICLE V WATERWAYS RESTRICTIONS**

5.1 Use of Boats. Boat shall be permitted to use the Waterways within the Subdivision and the adjoining lake/canal. However, no boat or water vehicle of any kind, together with any appurtenances thereto, used in the nearby Moonraker Lake, shall exceed a maximum height of twelve (12') feet and a maximum width of fifteen (15') feet. No swimming shall be allowed on the Waterways of the Subdivision. Owners, their guests and invitees shall obey the provisions of St. Tammany Parish Police Jury Ordinance No. 90-1289 making it unlawful to exceed a speed of five (5) miles per hour on the waters of the Subdivision and to ski in the waters of the Subdivision. Neither the Declarant nor the Association shall be liable or responsible for any death, accident or injury occurring upon or within such Waterways. The user of such Waterways shall assume all risks in connection therewith.

5.2 Fishing and Swimming.

A. Fishing shall be permitted in the lake and canal located within and adjacent to the Subdivision. On lakes surrounded by Lots only, only the Owners or their guests or invitees of such abutting Lots shall be permitted to fish in said lakes. A listing of the lakes where fishing is permitted is maintained by the Declarant and/or the Association and available to residents of the Subdivision.

B. Swimming and scuba-diving shall not be permitted in any Waterway in the Subdivision. Neither Declarant nor the Association shall be liable or

responsible for any death, accident or injury as a result of a violation of this restriction.

5.3 Other Prohibited Waterway Uses.

A. No dredging of the Waterways shall be conducted, allowed or permitted by the Owner, the Owner's guests or invitees.

B. No setting of traps, crab baskets, or other obstructions in the Waterways shall be conducted, allowed or permitted by the Owner, the Owner's guests or invitees unless licensed. Notwithstanding the above, the Owner or their guests or invitees may place traps or crab baskets in the Waterway within five (5') feet of the Owner's bulkhead or boat dock. Said traps or crab baskets must be contained within this five (5') foot area or they will be removed.

C. Garbage or refuse disposal, as described herein, shall be prohibited in the Waterways.

**ARTICLE VI  
PARCEL REPRESENTATIVE**

6.1 Parcel Representative. The Declarant shall initially appoint the Parcel Representative for this Subdivision to the Board of Directors. Thereafter, the Parcel Representative shall be elected by a majority of the Owners subject to this Supplementary Declaration at the annual homeowners meeting.

6.2 Powers and Duties.

A. The Parcel Representative shall be the representative of the Subdivision Owners of Clipper Estates Phase 6 before the Board. The Parcel Representative shall not be a Board member and shall not have any voting rights on the Board.

B. In the event the Declaration of Covenants, Conditions and Restrictions is to be amended, the Parcel Representative shall cast the vote of the Subdivision Owners after polling the Owners.

C. The Parcel Representative shall have such other rights and duties as may be established by the Board.

**ARTICLE VII**  
**ADDITION OF EXISTING PROPERTY TO THIS SUPPLEMENTARY**  
**DECLARATION**

Additional properties may be subjected to this Declaration in the following manner:

7.1 Additions by the Declarant. In addition to the provisions contained in Article II of the Declaration, the Declarant shall have the right to subject to this Supplementary Declaration any additional property which lies within the land area represented by the Development Plan, as it may be amended from time to time, subject to the regulations set forth in Section 2.0905 of St. Tammany Parish Land Use Regulation Zoning Ordinance No. 523, as amended or modified and as set forth in Section 6.0104 of the Unified Development Code. Declarant does not warrant development of the land covered by the Development Plan, and Declarant is not required to subject any land, within the geographic boundaries of the Development Plan, to this Supplementary Declaration. Under no circumstances shall Declarant be obligated to subject any portion of the area covered by the Development Plan to this Supplementary Declaration or to develop such property, other than the property initially subjected to the Supplementary Declaration as of the date of recordation hereof. Declarant may, from time to time, subject all, or any part of, the land covered by the Development Plan to the provisions of this Supplementary Declaration. Upon request of the Federal Mortgage Agencies or the Association, the Declarant shall provide a statement that shall set forth an estimate of the net additional operating costs expected to result from the annexation and an estimate of the expected increase in user load, if any, upon existing developed recreation facilities. Said estimate shall not be binding upon Declarant. In any event, the Declarant shall provide to the Association written notice of such annexation when it occurs.

7.2 Other Additions. Additional land, other than as provided above, may be annexed to the Properties, and become a part thereof, upon approval of the Board of Directors of the Association subject to the regulations set forth in Section 2.0905 of St. Tammany Parish Land Use Regulation Zoning Ordinance No. 523, as amended or modified and as set forth in Section 6.0104 of the Unified Development Code.

7.3 The additions authorized under subsections (4.1) and (4.2) shall be made by complying with any requirements of the zoning ordinances of St. Tammany Parish, Louisiana, by filing of record one or more Supplementary Declarations with respect to the additional property and by filing with the Association the preliminary plat for such additions.

7.4 The Declarant shall have the right to subject real property wholly owned by Declarant and presently subject to this Supplementary Declaration or to a Supplementary Declaration which otherwise imposes covenants, conditions, and restrictions on said property subject to the regulations set forth in Section 2.0905 of St. Tammany Parish Land Use Regulation Zoning Ordinance No. 523, as amended or modified and as set forth in Section 6.0104 of the Unified Development Code.

7.5 Deannexation. Declarant shall have the right to be exercised in its sole discretion at any time and from time to time to deannex any property owned by Declarant from the Association and the effects of this Supplementary Declaration by filing of record a Notice of Deannexation and giving notice thereof to the Board subject to the regulations set forth in Section 2.0905 of St. Tammany Parish Land Use Regulation Zoning Ordinance No. 523, as amended or modified and as set forth in Section 6.0104 of the Unified Development Code.

#### **ARTICLE VIII AMENDMENT OR TERMINATION OF SUPPLEMENTARY DECLARATION**

This Supplementary Declaration may be amended or terminated, in whole or in part, as to all or any portion of the Properties subject hereto, at any time, as follows:

(a) Any amendment or termination may be effective if at least fifty (50%) percent of the Owners in Clipper Estates Phase 6 vote affirmatively therefore, along with the approval of the Board of Directors of the Association, subject to the regulations set forth in Section 2.0905 of St. Tammany Parish Land Use Regulation Zoning Ordinance No. 523, as amended or modified and as set forth in Section 6.0104 of the Unified Development Code;

(b) Any provision which affects the rights or powers of the Declarant cannot be amended or terminated without the consent of Declarant;

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

(d) Notwithstanding the above, the Declarant 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;

(e) Unless and to the extent amended or terminated as herein provided, all of the provisions of this 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 this Supplementary Declaration;

(f) 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 of more of them.

**ARTICLE IX  
SUPPLEMENTARY DECLARATION GOVERNED BY THE DECLARATION**

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



**THUS DONE AND PASSED**, in multiple originals, in \_\_\_\_\_ ,  
Louisiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 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:**

**CLIPPER NOTEHOLDER, LLC  
BY AND THROUGH ITS MEMBER/MANAGER**

\_\_\_\_\_

**BY:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**TROY J. DUHON  
ITS MEMBER/ MANAGER**

\_\_\_\_\_

**Printed Name:** \_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**

\_\_\_\_\_  
**(PRINTED NAME)**

**NOTARY #** \_\_\_\_\_  
**MY COMMISSION IS FOR LIFE.**

**EXHIBIT "A"**

**CERTIFICATE OF AUTHORITY OF CLIPPER NOTEHOLDER, LLC**

Pursuant to the Articles of Organization of Clipper Noteholder, LLC, [hereinafter sometimes referred to as the "Company"], on file with the office of the Louisiana Secretary of State on May 23, 2014, Troy Duhon, is the Initial Member and Manager of Clipper Noteholder, LLC.

The undersigned certifies that he is the only member of Clipper Noteholder, LLC. Pursuant to said Articles of Organization of Clipper Noteholder, LLC, Troy Duhon, also known as Troy J. Duhon, as the Initial Member and Manager of Clipper Noteholder, LLC is authorized to act on behalf of Clipper Noteholder, LLC and is authorized to sell, exchange, donate, transfer, lease, mortgage, pledge, alienate or encumber any immovable property owned by the limited liability company, Clipper Noteholder, LLC.

That by virtue of the Articles, Troy J. Duhon is authorized to execute the Supplementary Declaration of Covenants, Conditions and Restrictions for Clipper Estates Phase 6 [the " Supplementary Declaration"] on behalf of the Company and record the same upon property owned by this Company located in Sections 32 and 33, Township 9 South, Range 14 East, St. Tammany Parish, Louisiana. Troy J. Duhon, is authorized, empowered, and granted the authority by the Articles to determine all of the specific terms, stipulations, and conditions of the Supplementary Declaration. Troy J. Duhon is further authorized to enter into any other collateral agreements as may be necessary or appropriate, in the Manager's sole discretion to complete the Supplementary Declaration. Clipper Noteholder, LLC does hereby bind itself for all of the acts of Troy J. Duhon concerning the signing of the Supplementary Declaration and any other collateral agreements.

Clipper Noteholder, LLC

By:

\_\_\_\_\_  
Troy J. Duhon  
Title: Member / Manager  
Execution Date: \_\_\_\_\_

## **EXHIBIT "B"**

Those certain lots or parcels of ground located in a portion of Sections 32 and 33, Township 9 South, Range 14 East, St. Tammany Parish, Louisiana and more fully described as: Lots 1-46, inclusive, Clipper Estates Phase 6, all as more fully shown and described on the plan of subdivision by J. V. Burkes and Associates, Inc., Sean M. Burkes, Surveyor, dated July 10, 2013, DWG No. 20080566, and filed in the Office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, on March 24, 2014 in Map File No. 5247.

[Only applicable to the above listed lots of record. This Supplementary Declaration is inapplicable to and does not encumber any common areas, green spaces, common servitudes, and/or private streets in the Subdivision and /or shown on the subdivision plat.]