

**AMENDED AND REVISED RESIDENTIAL DESIGN GUIDELINES, COVENANTS &
RESTRICTIONS OF THE ISLAND SUBDIVISION DATED**

JUNE 3, 2015

I. INTRODUCTION

"The Island" offers a unique opportunity for the homeowner to live in a special development. Great care has been taken in the design, planning and construction phases of "The Island" community. To ensure that aesthetic harmony, natural tranquility, and overall property values will be enhanced and preserved at The Island, a Design Review Committee (hereinafter sometimes referred to as the "DRC") will review and approve all designs, plans and works and a property owners association (Island Community Association, hereinafter sometimes referred to as the "ICA") will enforce all covenants and restrictions herein. The Developer is A. Wilbert's Sons Island, LLC, who will appoint the DRC. The term "secondary developer" as used herein refers to the developer of the Sixth Filing.

I. DESIGN REVIEW COMMITTEE

The DRC is established to provide property owners, architects, home designers, and contractors with a set of guidelines for the architectural design and construction of the homes. The design style of the homes in this development will be a southern, traditional style, harmonious with the region we live in. While contemporary designs certainly can be beautiful and appealing, these designs will be considered only on a case by case basis. It is not the intent of these guidelines to create a development where all homes look alike. It is the opinion of the DRC that design variety and diversity of design can be obtained within these guidelines. For this reason, the DRC will review all designs, plans and construction for:

1. Review of primary site design issues.
2. Excellence in architectural design.
3. Sensitivity to landscaping.

CONSTITUTION - There is hereby created by A. Wilbert's Sons Island, LLC, the Island Design Review Committee (DRC), to be composed of not more than nine (9) individuals. The Developer shall appoint the members of the DRC. At least four (4) of the members of the DRC shall have experience in architecture, engineering, contracting, building code enforcement, construction law or a related field. The DRC shall be authorized to establish design guidelines for homes to be constructed within the subdivision, to review all building plans and inspect all works to ascertain their thorough compliance with all of the design guidelines and restrictions as set forth herein and to impose a fine system and collect fines for the violations thereof until a Certificate of Occupancy has been granted by it to the Owner. In the event of any dispute or controversy with the DRC regarding the interpretation and enforcement of these restrictions and covenants or the design guidelines, the decision of the DRC shall be final and non-appealable.

DESIGN GUIDELINES - The DRC shall promulgate rules and regulations governing the improvement of lots including, but not limited to, the form and content of plans and specifications for specific structures or improvements and any fine collection system. The DRC may also issue statements of policy with respect to the approval or disapproval of the

architectural style, details of construction or other aspects of structures or improvements, which may be presented for approval. Such rules and regulations and such statements of policy may be amended or

revoked by the DRC. The DRC will seek to encourage the creation of aesthetically harmonious relationships among the homes within the subdivision and between the particular lot and home. The DRC will encourage the development of a subdivision of outstanding architectural statements, and the repetition of home designs will be limited. The DRC will encourage homeowners to select plans which have not been previously used in the subdivision.

CONSTRUCTION DEPOSIT - Each contractor will be required to provide a \$1,000.00 construction deposit (payable to The Island Design Review Committee) prior to site clearing and site preparation. The purpose of the deposit is to ensure: plans are submitted as required to the DRC; a clean job site; compliance with the Construction Agreement and these Design Guidelines, Covenants and Restrictions; overall community appearance; the residence is built according to approved plans and specifications; and, liquidated damages for any construction damage. The DRC shall have the right to amend the amount of the required construction deposit at any regular meeting or at any special meeting called for that purpose.

VIOLATIONS AND DEVIATIONS FROM APPROVED PLANS, VIOLATIONS OF RESTRICTIONS, CONSTRUCTION DAMAGE- Any violations or deviations from the approved plans and/or violations of these restrictions defeat the purpose of the design review, planning and construction process and shall cause the contractor, Owner and/or agent to be subject to injunction to halt work and/or being fined as described further below. If a violation or deviation occurs, written notice of the violation and/or deviation and pertinent fine will be issued to the contractor, Owner and/or agent requesting a correction of the deviation/violation. If the deviation/violation has not been corrected within the given period, the condition will be corrected by DRC and charged to the contractor, lot owner or agent. (The DRC reserves all other rights and remedies, including the right to enforce performance through injunction.) All costs to correct the condition, including costs to notify the contractor, Owner and/or agent of the violation and all costs and attorney fees of any injunction suit brought against them will be deducted from the deposit. The DRC shall have the right to demand replenishment of the deposit.

If damage due to construction occurs, written notice of the damage will be issued to the contractor, Owner, and/or agent requesting a correction of the same. If the damage is not corrected within five (5) days, the damage will be corrected by the DRC and charged to the contractor, Owner and/or agent. (The DRC reserves all other rights and remedies, including the right to enforce performance through injunction.) All costs to correct the damage will be deducted from the deposit. The DRC shall have the right to demand replenishment of the deposit. Examples of damage are the breaking of any sidewalk; rutting of any rights of way, servitudes or other lots caused by construction related vehicles; the spilling of concrete on any streets or other areas of the Subdivision; soil and/or silt runoff into streets or drainage systems and any trash or debris dispensed in the Subdivision.

The DRC shall have the right to stop work until all replenishments have been made and/or all amounts owed hereunder have been paid in full, as may be the case. In the event that a deposit is exhausted, the contractor, Owner and/or agent will be liable for any additional expenses. The

DRC shall have the right to deduct from the deposit its actual costs, including attorney's fees and court costs incurred in addressing any violations and/or deviations of the approved plans and/or restrictions, in seeking injunctive or other legal relief and/or imposing any fines hereunder.

SYSTEM OF FINES- Violations other than building without a licensed contractor: A first offense violation will result in a fine of \$250.00. Second offense violations will result in a fine of \$500.00 and third offense violations will result in a fine of \$1,000.00 and the contractor may no longer be allowed to build in the Island Development.

Building without a licensed contractor: A first offense violation will result in a fine of \$1,000.00, stoppage of work and the requirement of a \$3,000.00 deposit before work can re commence. All subsequent violations will result in a fine of \$2,500.00, stoppage of work and the requirement of a \$5,000.00 deposit before work can re-commence.

The DRC shall have the right to amend the system of fines at any regular meeting or at any special meeting called for that purpose. The DRC also reserves the right to lien the property. .

CONSTRUCTION SIGN - Each property owner is required to erect a construction sign when building commences. The sign will indicate the owner, lot number, builder and designer or architect. The sign is for the construction period only and must be removed after construction ends. The sign post and housing must be painted Essex Green to match the mail boxes and light posts.

COMMENCEMENT OF CONSTRUCTION - No construction of any new structure or any exterior alterations of any existing structure shall begin without written approval from the DRC. The homeowner shall obtain from the DRC an Application for Building Approval and a Request to Construct contract, which must be submitted by the property owner to the DRC. Included with the application for approval shall be such documents and other information as requested by the DRC and outlined in the Design Guidelines, including all applicable fees. If the owner has any requests for variances from the Design Guidelines, these requests must be submitted with the Application for Approval.

The property owner and his builder must become familiar with the DRC and the Design Guidelines and Restrictions of the subdivision and the builder shall be required to acknowledge his familiarity with, and agreement to abide by same in writing prior to beginning construction. A copy of these Design, Guideline, Covenants and Restrictions shall be available to any builder upon request.

To ensure the overall quality of the community, the DRC requires builder approval, architect/designer approval, and landscape/designer approval. Application for approval by members of the building and design team may be obtained by submitting a resume, and examples of past work with references. All designers must be approved prior to the acceptance of any design submittals.

APPROVED BUILDERS, CONSTRUCTION AGREEMENT - The contractor/builder for the homeowner must be approved by the DRC. The DRC does not intend to limit the number of

contractors/builders but restrict building to qualified, experienced Louisiana State Residential Licensed Builders. Contractors/builders must provide a copy of their state license, workers comp and liability insurance certificates before commencement of any work. The contractor/builder for the homeowner shall sign the Construction Agreement attached hereto as Exhibit " _ "prior to beginning construction.

The owner is responsible for adhering to any and all local codes and building ordinances. DRC approval does not imply that plans comply with applicable local, state or national codes.

III. PLAN REVIEW, BUILDING AND LANDSCAPING PROCEDURE

Plans may be submitted to the DRC at the office of A. Wilbert's Sons Island, LLC at 58020 Bayou Road, Plaquemine, LA. Office hours are 7 am - 12 pm and 1 pm - 4 pm, Monday - Friday and you may call 225-687-3591 with any questions. Each submittal must be accompanied with an Application of Approval form, which form can be obtained from the above office. A \$370 review processing fee and two sets of plans and specifications must be submitted. Checks should be made payable to The Island Design Review Committee.

REVIEW FEES

New Residence	\$370
Addition to an existing residence	\$175
Pool addition	\$100
Fence	\$80
Hardscape	\$70
Landscape	\$70

PRELIMINARY/FINAL PLAN SUBMITTAL - The DRC highly recommends the property owner submit preliminary drawings for review. This can save much time by catching errors early in the design process. It is not mandatory; the owner may elect to submit only final drawings. The review fee is the same for one or both reviews. Along with the preliminary plans, the owner must submit a complete Application for Approval form and the design review fee. A preliminary design review does not constitute final approval on any aspect of the design. After approval of the preliminary drawings the owner may proceed and submit final drawings when they are ready.

STEP 1 - PRELIMINARY DRAWING REQUIREMENTS (2 sets of drawings)

1. SURVEYOR'S SITE PLAN (stamped by a registered surveyor in the State of Louisiana) showing:
 - a. Existing tree locations, type and size.
 - b. Existing set grade elevations (max. 50' grid); high point of lot, street and existing curb elevations and elevations of each property line.

- c. Property line boundaries and all building lines, setbacks, servitude's (golf course, utility, etc.).
 - d. Minimum flood determination elevation.
2. PROPOSED SITE PLAN showing:
- a. All of the above (surveyor's site plan), footprint of house, garage, drives, etc.
 - b. Proposed finish floor elevations.
 - c. Proposed site drainage for construction (prior to landscaping). Note this is to be shown with contour lines or adequate spot elevations.
 - d. Driveway and curb cut elevations.
 - e. Other site improvements (walks, retaining walls).
 - f. Building outline.
3. PROPOSED BUILDING FLOOR PLAN AND ELEVATIONS showing:
- a. Floor plan drawn at $1/4" = 1'$ scale (Unless 24"x36" format requires $1/8"$ scale).
 - b. Exterior elevations.
 - c. Proposed exterior material, window and door types, shutters, etc.
 - d. Roof peak height dimensions.

STEP 2 - FINAL DRAWING REQUIREMENTS (2 sets of drawings)

1. SITE PLAN ($1" = 20'$) showing:
 - a. All information from the surveyor's site plan (see above).
 - b. Finish floor elevations.
 - c. Proposed site drainage for construction (prior to landscape). Show elevation contours or adequate spot elevations.
 - d. Driveway and guest parking with curb cut elevations and dimensions.
 - e. Sidewalks and entry walks with point elevations.
 - f. Air conditioning condenser locations.
 - g. Landscape (patios, courtyards, fountains, additional walks, pools and pool decks, etc. (may be submitted with landscape plans).
 - h. Building outline.
 - i. All servitude locations and types.

- j. Fencing location and type (may be submitted with landscape plans).
 - k. Retaining wall locations, size, type, height and finish.
 - l. Any other site improvements.
2. LANDSCAPE PLAN (1" = 20')
May be submitted after construction begins. See Step 6 for requirements.
3. FIRST FLOOR PLAN (1/4" = 1', unless 24"x36" format requires 1/8" scale) showing:
 - a. Plan of all rooms, and spaces including decks, patios, stoops, retaining walls, trash enclosures or garbage can storage, air conditioning compressors, etc. Front entry steps with sizes, materials and finishes, driveway and tumar01.md area and walks. Show all dimensions.
4. SECOND FLOOR PLAN (1/4" = 1' unless 24"x36" format requires 1/8" scale) showing:
 - a. Indicate all interior spaces and draw to scale lower roof projections, roof overhangs, and chimney locations. The second floor plan should correspond with the first floor plan and site plan orientation.
5. ROOF PLAN (1/4" = 1') showing:
 - a. All roof areas and corresponding slopes.
 - b. Roof material and color. Samples for review may be requested by the DRC.
 - c. Label and locate all roof vents, projections, gutters, downspouts, crickets, chimneys, flashing, skylights, and vents.
6. BUILDING ELEVATIONS (1/4" = 1') showing:
 - a. Elevations of all exterior sides must be drawn. Elevations are to articulate material, finish, window types, shutters, trims, fascia details, and other architectural detailing. The proposed finish grades at building must be indicated along with decks and exterior stairs.
 - b. The elevations should indicate height from first floor to ceiling height and uppermost roof peak.
7. SCHEDULES
 - a. Door schedule.

- b. Window schedule.
 - c. Finish schedule.
8. EXTERIOR DETAILS at appropriate scale (Very Important). All details required for construction, particularly exterior details including but not limited to:
 - a. Typical exterior wall section.
 - b. Column details.
 - c. Chimney details.
 - d. Shutter details.
 - e. Dormer details.
 - f. Gutter colors
9. COMPLETE SPECIFICATIONS: "Blanket or Universal specifications" are not acceptable. The specifications must apply directly to the particular residence. Specifications may be shown on plan sheets.

STEP 3 - PLAN REVIEW COMPLETION

After construction documents have been reviewed, one set of documents will be returned to the property owner with the following stamp; 'No exceptions taken" (construction may proceed),

"Make corrections noted" (construction may proceed with noted corrections to plans implemented), or "Resubmit" (construction may not proceed). If in the event plans must be submitted more than twice, an additional review fee may be levied. The property owner or agent will be advised in advance of any impending problem.

The DRC will retain the final reviewed drawings 180 days after final review. If work has not started, an extension may be granted upon request.

STEP 4 - SITE CLEARING AND PREPARATION

Based on the construction document review, approval to clear the site and prepare the site for construction (excavation or fill) may be granted. This approval must be obtained from the DRC in writing before any site work can commence. All construction deposits must be obtained prior to site clearing and preparation. All existing curbing and sidewalks will be inspected prior to any site preparations for any existing damage and cracks. The contractor/builder and/or lot owner will be responsible for any damage to curbing and sidewalks on the immediate building site or caused to neighboring property and the construction deposit will be used to pay for repair to these damages. The DRC reserves the right to lien the property if the deposit amount is not adequate to cover the cost of necessary repairs.

STEP 5 - SITE REVIEW

After plan approval, the owner may proceed with foundation forming. Prior to the installation of plumbing lines, the owner's surveyor must inspect the site and verify in writing that the slab or foundation is located correctly and is set at the proper flood elevation, according to the approved set of construction documents. The surveyor shall confirm this in writing to the DRC.

STEP 6 - LANDSCAPE PLANS SUBMITTAL

Two sets of landscape plans shall be submitted at a minimum scale of 1" = 20'. The landscape plans should be submitted with the construction drawings, but may be submitted at a later date not later than construction "black-in". The landscape deposit (See Step 7 below) is required before the owner occupies the home unless the landscape work is complete.

The landscape plans shall show the proper name, size, spacing, location and quantity of all plant materials as well as an accurate plant list. A complete set of planting specifications for bed preparation, sodding and installation shall also be included. Landscape plans shall include all information shown on the proposed site plan. In addition, the plans shall show all landscape elements such as driveway, mailbox, walks, patios, walls, fountains, pool, fencing, decks, etc. with appropriate spot elevations and wall and fencing heights.

The landscape plan shall also show the final grading and drainage for the lot. This should be achieved by showing contour lines and adequate spot elevations for both surface and subsurface drainage. An Owner shall not impede or modify the natural drainage flow of any lot in any manner that will adversely affect other lots.

The secondary developer of the sixth filing shall be allowed to submit for preapproval landscape plans with a certain number and type of plants/trees once for each different style/design of house in the sixth filing. Landscape plans approved for the first house of a particular style/design shall be deemed approval for all other houses of the same style/design built in the sixth filing. The number and density of plants/trees required by these restrictions shall not be affected by this paragraph. The secondary developer shall not be required to pay a landscape deposit for each lot in the sixth filing. All other portion of Step 6 above and Step 7 below remain in effect as to the secondary developer.

STEP 7 - LANDSCAPE INSTALLATION AND CONSTRUCTION COMPLETION

The DRC will require the property owner to provide a \$3,000.00 landscape deposit in the 2nd 3rd & 4th filings and a \$6,000.00 landscape deposit in the 1st and 5th filings until landscape installation is complete (make checks payable to The Island's Design Review Committee). Deposit checks will be deposited and once the installation and final review of the landscaping has been completed, the full deposit amount shall be refunded. Landscape installation shall be complete within 60 days following completion of the home. If the landscaping does not comply with the guidelines, the DRC, after reasonable notice to the contractor/lot owner, shall have the right to use the deposit to pay to have the landscaping comply with the guidelines. If the landscape deposit is not sufficient, the DRC, after reasonable notice to the contractor/lot owner, has the right to lien the property. See page 21 for details.

LANDSCAPE AND HARDSCAPE DESIGN

"The Island" community in Plaquemine has been planned to utilize, enhance and maintain the natural beauty and integrity of the landscape. The DRC considers the architecture and the location of the house

as it relates to the site, surrounding houses, prevailing breezes, solar orientation, golf course, water features and other site amenities in evaluating whether to approve or disapprove specific landscape plans for individual residences. The landscape plans for each lot should reinforce and complement the overall theme and integrity of the community landscape.

Landscape plans should be submitted and reviewed along with the final plan review in order to avoid any unnecessary delay and expense (See Step 6). Appropriate fencing, screening or landscaping must visually screen utility yards, garbage areas, air conditioning units, utility boxes, gas/electrical meters, pool equipment and other unsightly elements. Details shall be submitted for approval with the landscaping plans. The appropriate material must be as high as the objects to be screened. If plant materials are used, they must be evergreen and of the variety and spacing to achieve a solid screening effect.

Complete sodding of all front yard areas contiguous to streets is required. Corner lots are considered to have two front yards along the streets and must be sodded. Certified centipede sod is recommended; however, the DRC may, upon review, approve St. Augustine, Zoysia or Bermuda. With the exception of corner lots, side and rear yards may be sprigged, plugged, sodded or seeded as indicated on the landscape plans. Irrigation systems are encouraged, although not required.

Each landscape plan shall incorporate trees in the front yards to improve and enhance the streetscape of the community.

The Owner shall plant one (1) tree per 2,000 square feet of lot area up to a maximum requirement of 10 trees. Of the required trees, a minimum of three trees with a 3" caliper, measured 12" above grade, must be planted in the front yard area for lots over 90' wide. Two

(2) 3" caliper trees of the required number shall be planted in the front yard area for lots under 90' wide and one (1) 3" caliper tree shall be planted in the front yard area for lots under 60' wide.

Lot Owners in filing one and five must plant a minimum of sixty (60) three (3) gallon shrubs with 50% of the shrubs to be planted in the front yard. Lot owners in filing two must plant a minimum of forty (40) three (3) gallon shrubs with 50% of the shrubs to be planted in the front yard. Lot owners in filings three and four must plant a minimum of thirty (30) three (3) gallon shrubs with 50% of the shrubs to be planted in the front yard. A minimum of 25% of the required materials must be planted in the rear yard in all filings (exceptions can be made to lots having no visibility to the golf course or general view). The DRC will work with the Owner and may alter requirements depending on the materials selected in relationship to the overall appearance. Zero lot/home owners are not allowed to extend plantings past the zero lot line and/or three (3') feet past the house on opposite side of the "zero" lot line side (exceptions can be made near servitudes or to the rear of the lot).

An additional design criterion is required for lots fronting on Bayou Plaquemine and Bayou Jacob. The building setback line shall be 25' from the top of the embankment in the first and fifth filings. The DRC will determine the set back in the third and fourth filing. Any selected clearing on the embankment shall be approved by the DRC and checked on site to ensure no unnecessary or unnatural erosion occurs. No site grading shall be allowed on the embankment without permission. Terraced wood steps and decking will be allowed upon approval of the appropriate design and details by the DRC. Docks and piers will be allowed but must meet approval by the DRC and Corps of Engineers prior to construction. The proper Corps of Engineering permitting (and any and all others that may be required) for bulkhead construction and associated dock and pier will be the responsibility of the owner to obtain. The appearance and design

of all docks, piers and associated structures will be closely reviewed by the DRC in order to ensure quality design and construction techniques are employed.

The entire yard shall be adequately landscaped in the initial installation as approved by the DRC. All planned future enhancement and phasing must be approved by the DRC prior to installation. Landscaping and the building of driveways or fencing within utility servitude is permissible, but it is the responsibility of the owner if in the future there is a need to remove same for access to such utilities.

All landscape architects and contractors shall follow Louisiana Nursery Specifications and Standards.

The following is a list of plant materials, which are suggested for their compatibility in the overall character and theme and will perform well in this climate. This list is to be used as a reference and other plant materials may be used with the approval of the DRC.

Live Oak	Cypress	Tulip Tree
Willow Oak	Drake Elm	Vitex
Southern Red Oak	Oriental Magnolia	Redbud
Cherrybark Oak	Flowering Pear	Crape Myrtle
Southern Magnolia	Swamp Red Maple	Wax Myrtle

TREES

Azaleas	Pittosporum	Hydrangea
Camellia	Banana Shrub	Ligustrum
Spirea	Sweet Olive	Hollies
Gardenia	Mock Orange	Indian Hawthorn
Sago Palm	Nandina	Abelia

SHRUBS

Liriope	Aspidistra	Daylily
Monkey Grass	Ardisia	Asian Jasmine
English Ivy	Ajuga	

GROUND COVERS

Lady Banksia Rose

Confederate Jasmine

Wisteria

Fig Vine

Carolina Yellow Jasmine

VINES

Centipede (certified centipede recommended)

St. Augustine

Zoysia

Bermuda

GRASSES**STEP 8-FINAL REVIEW/INSPECTION-CERTIFICATE OF OCCUPANCY**

After landscape installation and construction are complete, a final review of the project must be obtained from the DRC. No Owner shall be allowed to occupy his home before obtaining a Certificate of Occupancy from the DRC. The Owner shall timely request the formal review. If the construction and landscaping are complete at this final inspection, then the DRC shall immediately issue a Certificate of Occupancy acknowledging that it has no objection to the Owner commencing occupancy. Final review/inspection approval must be obtained prior to release of any deposits.

IV. DESIGN CRITERIA, EXTERIOR MATERIALS & BUILDING STANDARDS

ROOF MATERIALS, SHAPES & ACCESSORIES - Shingle roofs may be slate, standing seam copper, clay tile, or composite asphalt shingles (G. S. Firehalt, Tamko, Elk Prestique II or equal), with architectural tabs and patterns. Approved colors shall be slate blend, driftwood, grays and terra cotta. Continuous ridge vents must be covered with asphalt shingles to match roof. Gable end louver vents must be wood or PVC. Galvanized valleys and eave drips are required as a minimum. Vent jacks must be lead (No PVC). Skylights or similar materials are not permitted on the front of the house and only those with a flat surface will be permitted (no domes). Galvanized roofing, colored metal roofing (except standing seam copper or dark bronze pre-painted factory coated metal), aluminum roofing, and roll roofing will not be allowed. Roof slopes should be a minimum of 7 on 12. Minor shed roofs at lower slopes are allowed.

Gutters and downspouts are highly recommended. All gutters and downspouts must be painted (pre-approved colors), except for copper. The maximum peak height of any roof shall not exceed 38'.

WALL MATERIALS - Old brick or simulated old brick, cementitious lap siding ("Hardiplank" or equal), stucco or synthetic plaster, and painted wood lap siding are approved. Maximum exposure on Hardiplank shall be five and one half (5 ½") inches. Hardboard (masonite), vinyl or aluminum siding, stone, and plywood are not allowed. Mortar color shall be gray. Old brick should be similar to "Old Chicago", "Old St Louis", "St. Joe blended", and "Old Kentucky". imitation old brick with harsh tones will not be accepted.

WINDOWS - Windows facing the street or front portion of the house must be wood in Phase I, first and fifth filings. Vinyl or aluminum clad wood windows (Andersen, Pella, Marvin or equal) are permitted. All aluminum or vinyl windows are permitted on the sides and rear of the residence and in the front in Phase I, second filing and Phase II, third, fourth and sixth filings (only). All aluminum and vinyl windows must be white or off white. Windows on the front of each home must have divided lites (two over two minimum) or applied/interior (insulated glass) grilles giving the appearance of divided lites. The DRC encourages homeowners to use divided lites on windows on the sides and rear of each home but they are not required. Windows facing the street or front portion of the house must be articulated with shutters, flat or arched lintels, projecting sills or surrounds. Fixed or working shutters are allowed in all filings. Shutters must be sized in proportion to the single window. Bay windows should be carried to the ground (exception being above the kitchen sink). Stacked bay windows are allowed.

MAIN ENTRANCE - The main entrance should stand out, provide shelter from rain, and include a pair of doors with or without sidelights. If a single door is used, it must have sidelights, except single doors without sidelights are allowed in the sixth filing.

FLUE PIPES & CHIMNEY CAPS - All plumbing and HVAC venting pipes must be on the rear yard side of the roof. Pre-fab fireplace metal flues are required to be encased with a chimney enclosure of masonry, stucco or exterior insulation finish system (dryvit) and supported by a

foundation at grade when located on an exterior wall. Chimney caps must cover the ash guard and be copper, bronze colored clad metal, brick, stucco, slate, flagstone.

GARAGE DOORS - Garage doors must be raised panel type, upward sectional doors made of wood or factory painted metal (pre-approved color). Glass lites in the upper panel of the door may be used in garage doors. All garage doors must have automatic operators and be kept closed. (See "GARAGES" later herein for more details)

AIR CONDIDONING CONDENSER UNITS - Outdoor condenser units shall be located in the side yards of the house. Window mounted type A/C units may be used in non-living spaces ONLY, such as garages. They must not be seen from the street or golf course.

CEILING HEIGHTS- All residences shall have a ceiling height of a minimum of 9' in at least 90% of the first floor of the house.

FOUNDATIONS - Only monolithic concrete or pier type construction is permissible. Pier type shall be concealed by brick veneer, stucco or brick with lattice panels between piers. Any structural piers (concrete, concrete block, etc.) exposed to view will not be accepted. "The Island" does not warrant soil conditions. Careful proof rolling of the building pad and soil boring analysis are encouraged. Finish floor elevations must be an average of 9" minimum above grade.

UNDERGROUND CONDUIT REQUIRED - The contractor or homeowner is required to install a minimum of one (1), one and one-half (1 ½") inch conduit in a trench from the supplier service box(es) in the servitude to the home to facilitate telephone, television and internet, etc. cables.

SQUARE FOOTAGE - Homes in the first and fifth filings shall have a minimum of 2,500 sq. ft. living area and a minimum of three (3) bedrooms and two (2) full baths and one (1) half bath. Homes in the second filing shall have a minimum of 1,750 sq. ft. of living area and a minimum of two (2) bedrooms and two (2) full baths. Courtyard Homes in the 1st and fourth filings shall have a minimum of 1,500 sq. ft. of living area and a minimum of two (2) bedrooms and two (2) full baths. Town homes in these filings shall have a minimum of 1,200 sq. ft. of living area and a minimum of two (2) bedrooms and two (2) full baths. Town homes fronting Island Drive shall be limited to one (1) story and those on Bayou Plaquemine and Bayou Jacob are limited to two and one-half stories. (Living area is air-conditioned space excluding porches, breezeways, garages, workshops, cabanas, and exterior bathrooms).

BUILDING STANDARDS- Builders shall use the IRC 2009 building standards or any updated current version of IRC building standards. Copies can be obtained from the applicable permit office. Said building standards are only minimum requirements and the DRC reserves the right to request additional standards upon plan review.

HOME PLACEMENT - In order to ensure that location of the houses will be harmonious, that the maximum 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 the other houses, large trees, common facilities and similar consideration, the DRC 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 residential building sites; provided, however, that such location shall be determined only after a reasonable opportunity is afforded the lot owner to recommend a specific site.

SETBACKS FROM PROPERTY LINE (MINIMUM) -

	FRONT YARD	SIDE YARD	REAR YARD
PHASE 1, 1 ST FILING PHASE 1, 5 TH FILING	30'	8'	30'
BAYOU LOTS	30'	8'	25' from embankment
PHASE 1, 2 ND FILING	25'	8'	25'
PHASE 2, 3 RD & 4 TH FILINGS	25'	7' on one side 0' opposite side	15'

PHASE 2, 6 TH FILING	25'	5'	15'
TOWNHOMES	25' fronting Island Drive	8' corner lot	DRC discretion

ZERO LOT LINES - Property owners in Phase II, third and fourth filings are permitted access to adjacent property at all times to inspect and to perform routine or emergency maintenance of his/her home or property. Any damage caused by said homeowner to adjacent property will be corrected at the expense of the person(s) causing the damage.

CORNER LOT SIDE YARD- Comer lots shall maintain a 25' side yard on the side street. The DRC will consider side yard adjustments for comer lots.

GRADING & EXCAVATING The design and development concepts of the community call for the utilization and enhancement of the existing natural environment. The DRC is particularly conscious of site design potential and seeks to ensure that each residence works with the natural site features and existing terrain of the homesite and overall community in the best possible manner. It is important to remember that the beauty of our development is the land and its natural features, and the architecture should complement and enhance this natural beauty.

All grading shall be subject to the jurisdiction of the DRC and considered individually for each homesite. The Island is responsible for the rough grading of lots. It is the home owner's responsibility for proper drainage of the lot. Recommendations or demands will be based upon individual site location, terrain, soil conditions, vegetation, drainage, proposed cuts and fills and any other conditions the DRC determines will impact the site grading. Absolutely no grading whatsoever shall be permitted without first obtaining authorization (see Step 2 of review procedures).

DRAINAGE- Drainage considerations for individual home sites play an important role in the ecological balance of the community. Water runoff for each individual building site must be handled by adequately sloping all areas so that no surface drainage shall be allowed to drain to any adjacent properties. Water runoff and control is the responsibility of each lot owner. By

creatively incorporating the drainage plan into the overall site plan and proposed landscaping what once might have been a site problem or constraint could possibly become an amenity.

EXTERIOR COLORS - Colors should be selected with a Southern tradition in mind. Loud or bold colors will not be allowed. All exterior color selections must be submitted to the DRC for approval.

GARAGES - Carports are not permitted in "The Island", only fully enclosed garages with automatic garage doors will be allowed. Garages in rear yards of golf course lots are not permitted. Garages in all filings must have a minimum two (2) car garage.

Phase I, first and fifth filings - Garages may be located in the front or the rear of the home (not on golf course). Garages must be side loading on standard rectangular lots. Lots in cul-de-sacs, which are pie shaped or tapered, may have front-loading garages located near the middle of the lot. It is strongly recommended that houses with 5 bedrooms provide enclosed garage space for 3 cars. NOTE: a corner lot may be considered an exception.

Phase I, second filing - Garages must be located in the front yard. Garages may be either front or side loading. All front loading garages must have separate garage doors for each garage entrance. NOTE: a corner lot may be considered an exception.

Phase 2, third and fourth filings - COURTYARD HOMES - Garages must be located in the front yard. Garages may be either front or side loading. All front loading garages must have separate garage doors for each garage entrance. NOTE: a corner lot may be considered an exception.

Phase 2, third and fourth filings -TOWNHOMES - Garages must front the common driveway that serves the town homes. Separate garage doors for each entrance are optional.

Guest or visitor parking is an important feature that should be incorporated into the overall site and driveway design of all homesites.

No pre-fab carports, shop building, storage buildings, etc. will be allowed other than storage containers on a temporary basis (maximum of 30 days) used while moving into or out of one's home (POD'S, etc.).

Recreational vehicles, boats, golf carts, etc. must be parked inside a garage or permanent enclosed structure. In no case shall they be merely stored in a driveway.

DRIVEWAYS - Special considerations should be given to the design, function, treatment and screening of the driveway and turnaround areas. Drives may be washed aggregate, patterned concrete or broom finished concrete, brick or brick pavers. Driveways should be setback a minimum of 3' from the side property line, except on zero lot line lots, where they cannot exceed the building lines of the house (zero feet on one side, five feet other side), Driveways shall maintain a maximum width of 14'. Driveways on pie shaped lots and special request will be considered on an individual basis as it relates to the overall appearance and design of each

property. A minimum 25' is required for the garage turnaround area. In order to maintain safe conditions, driveway slopes should not exceed 10%. Front loading garages may have a drive the width of the garage extending 23' out from the garage and tapering down to the 14' width. Turnouts or flares at the street may be angled or curved. The drive width at the street however, must be at least 6' greater than the drive width 10' from the street edge. Turnouts or flares must remain on the individual building site and not extend onto neighboring homesites. Circular driveways will be considered in certain instances.

POOLS, THERAPY POOLS & SPAS - The size, shape and siting of pools must be carefully designed to achieve a feeling of compatibility with the surrounding natural and manmade environment. The location of swimming pools, therapy pools and spas should consider the following:

- a. Indoor/Outdoor relationships.

- b. Setbacks.
- c. Existing trees.
- d. Views both to and from the pool area.
- e. Wind.
- f. Sun.
- g. Terrain (grading and excavation).
- h. Fencing and privacy screening.

No pools/decks are allowed closer than 10' to any property line on interior lots and 30' from the rear property line on lots fronting the golf course. No encroachment is permitted into a golf course easement. Pool and equipment enclosures must architecturally relate to the residence and other structures in their placement, mass and detail. They also should be screened or treated so as not to distract adjoining property owners because of noise or view. Pools must be completely enclosed by security fencing and gates meeting the safety requirements of The City of Plaquemine ordinances, all local, state and federal building and safety codes and these Design Guidelines.

TENNIS COURTS - Private tennis courts are not allowed.

MAILBOXES - The DRC shall control the selection of all mailboxes within "The Island". Curbside placement of mailboxes is required.

EXTERIOR LIGHTING - All landscape and exterior lighting must be approved by the DRC prior to installation. The location, placement and direction of lighting should enhance the landscape and residence and not infringe upon adjacent property owners. All accent lighting should utilize low voltage, direct task type fixtures and be set as close to grade as possible. All wiring must be underground and follow all building codes.

BASKETBALL GOALS - Basketball backboards and goals are to be painted or treated to match the color of the residence or other color approved by the DRC. Location of all basketball goals must be approved by the DRC.

ANTENNAS & SATELLITE DISHES - Television antennas, satellite dishes, radio receivers or other similar devices may not be installed unless it is entirely contained within the interior of a building or other structure. Small 24" diameter maximum satellite dishes may be allowed in the rear yard if the location is approved by the DRC. All wiring shall be underground and follow all building codes.

REMODELING & ADDITIONS - Remodeling and additions to existing improvements are required to follow the same guidelines as new construction. All criteria governing site location, grading and excavating, structures, roofs, landscape and aesthetics will remain the same as the previous submittal. Of particular concern to the DRC will be setbacks, height limit, skylights, recreational features and lighting. A review from the DRC is required for remodeling and additions just as it is for new construction.

LOT CLASSIFICATIONS-

See attached hereto as Appendix "A" a list of all residential lots currently within the Island Development as determined by the Design Review Committee in accordance with the following seven categories:

1. Bayou Plaquemine lots
2. Interior lots
3. Golf course lots
4. Bayou Jacob lots
5. Lake lots
6. Courtyard lots
7. Town home lots

WALLS, RETAINING WALLS, PATIO WALLS, FENCES, GATES, COLUMNS-

A. GENERAL

The DRC shall have the discretion to approve any wall, retaining wall, patio wall, fence gate or column for any homes, including but not limited to those located on the seven categories listed above, or their equivalent, as well as all future construction within the Island Development. Any wall, retaining wall, fence or gate must be approved by the DRC prior to construction.

Restricting views of adjacent lots will be taken into consideration when walls, retaining walls, fences, or gates are reviewed by the DRC.

All fence height shall be between four and six (4' and 6') feet.

Walls, fences or gates forward of the front elevation or building line shall not exceed four (4') feet in height. Under no circumstances shall be a wood fence by allowed beyond the front building line.

All colors shall be approved by the DRC prior to application.

B. WALLS, RETAINING WALLS, PATIO WALLS

Walls, retaining walls and/or patio walls may be built to the side yard property lines but shall be constructed of the same materials found on the portion of the building facade to which it attaches.

C. COLUMNS

The following shall be the only types of materials utilized in construction of columns on walls, retaining walls, patio walls, fences or gates:

1. Brick
2. Stucco
3. Stucco equivalent approved by DRC

Column dimensions shall be as follows:

No column shall exceed six (6') feet unless prior approval by the DRC and then only to accent the fence.

All columns shall be between twelve (12") inches and twenty-four (24") inches square. The DRC will consider spacing requirements when columns are used to accent fences.

D. FENCES

The following types of fences shall NOT be allowed in the Island Development:

1. Chain link
2. Welded wire
3. PVC

All fence posts must be constructed as a column and must utilize either brick, solid masonry, stucco, stucco equivalent or any other material approved by the DRC in accordance with the restrictions and limitation listed herein.

Fences may be built on the side property lines but are not to encroach on the neighboring lot. The DRC has the discretion to permit fence heights greater or lesser than six (6') feet, depending on the contour of the land of each lot.

Fences built on zero lot line lots will be considered on an individual basis and special provisions may apply to facilitate future construction.

a. BAYOU PLAQUEMINE LOTS, TOWNHOME LOTS OR INTERIOR LOTS Fences shall be permitted on these lots in accordance with the restrictions and limitations provided herein and with the prior approval of the DRC. Fences at the rear of the lot may extend the entire width of the rear property line.

- i. Solid masonry fences

(brick, masonry, cinderblock, stucco, or stucco equivalent as determined by the DRC)

if brick is utilized, it shall be the same brick used on the home construction

if solid masonry blocks or cinder blocks are utilized, a stucco or stucco equivalent as approved by the DRC shall be constructed or either brick, stucco and stucco equivalent as approved by the DRC

ii. Wrought iron fence

if columns are to be utilized, they shall be constructed of brick, stucco or stucco equivalent approved by the DRC

iii. Simulated wrought iron fence

if columns are to be utilized, they shall be constructed of brick, stucco or stucco equivalent approved by the DRC

iv. Anodized or painted aluminum fence

if columns are to be utilized, they shall be constructed of brick, stucco or stucco equivalent approved by the DRC

v. Wood fences

shall be constructed of 1" x 6" cedar, pine, redwood or cypress boards

boards shall be dog-eared

wood fences shall utilize the shadow box style with three (3") inch spaces between the boards alternating on both sides of the fence (shadow box style allows for a two-sided fence each side having equally finished appearance) shall be natural in color and may be either stained or sealed columns shall be utilized and shall be constructed of either brick, stucco or stucco equivalent as approved by the DRC

b. GOLF COURSE LOTS, COURTYARD HOME LOTS, BAYOU JACOB LOTS ORLAKELOTS

Walls and fences are not recommended fronting the golf course. However, fences will be permitted on these lots in accordance with the restrictions and limitations provided herein and with the prior approval of the DRC

i. Solid masonry fences

(brick, masonry, cinderblock, stucco, or stucco equivalent as determined by the DRC)

if brick is utilized, it shall be the same brick used on the home construction

if solid masonry blocks are utilized, a stucco finish must be applied to all sides of the fence shall not be built closer than eight (8') feet from the rear property line rear fences shall not exceed 35% of the entire width of the rear property line shall apply stucco or DRC approved equivalent to all sides of fence.

ii. Wrought iron fence

shall not be erected closer than eight (8') feet from the rear property line if columns are to be utilized, they shall be constructed of brick, stucco or stucco equivalent approved by the DRC

iii. Simulated wrought iron fence

shall not be erected closer than eight (8') feet from the rear property line

if columns are to be utilized, they shall be constructed of brick, stucco or stucco equivalent approved by the DRC

iv. Anodized or painted aluminum fence

shall not be erected closer than eight (8') feet from the rear property line

if columns are to be utilized, they shall be constructed of brick, stucco or stucco equivalent approved by the DRC

v. Wood fences

shall be constructed of 1" x 6" cedar, pine, redwood or cypress boards

boards shall be dog-eared

wood fences shall utilize the shadow box style with three (3") inch spaces between the boards alternating on both sides of the fence (shadow box style allows for a two sided fence each side having equally finished appearance)

shall not be erected closer than eight (8') feet from the rear property line shall not exceed 35% of the rear width of the owner's lot

columns shall be utilized and shall be constructed of either brick, stucco or stucco equivalent as approved by the DRC

V. CONSTRUCTION RESTRICTIONS

COMPLETION OF IMPROVEMENTS- Once construction of a house (or any addition thereto) or outside structure has commenced, it must be completed within twelve (12) months. If the work is not completed within twelve months, then the DRC may seek injunctive relief enabling it to complete the

construction itself and may seek reimbursement from the Owner for all costs necessary to completing the construction.

UNDERGROUND UTILITIES -All utilities serving the Island development are located underground. Homeowners, contractors and/or builders are required to call Louisiana One Call (DOTTIE) at 1-800-272-3020 at least 48 hours but not more than 120 hours before digging or excavation activities can begin.

JOBSITE - Contractors are required to keep their job sites as neat and clean as possible. Construction materials shall be stored in a neat and orderly manner at all times during construction. Mud from construction vehicles on "The Island" streets shall be removed before each day's end. Materials are not permitted to accumulate on any lot for a period exceeding 90 days from the first delivery.

EROSION CONTROL - It will be the responsibility of the homeowner to properly install and maintain around the entire lot appropriate silt and sedimentation control measures prior to construction. The sediment and erosion control fencing shall remain until existing vegetation erosion has stabilized the soil to prevent erosion and silt from leaving the site. Damage caused by migrating silt and sedimentation shall subject the Owner to fine and lien as provided for herein.

TRASH LITTERING/STOCKPILING-All personnel working in "The Island" community are to ensure that they will keep all areas in which they work and throughout "The Island" free of discarded materials, such as lunch bags, trash and odd materials. Objects should not be thrown out of cars or trucks. Stockpiling of any materials on adjacent lots is not allowed. There shall be no burning of construction materials, trash, debris, or any other materials on the job site. The DRC shall not be liable for any damage caused by any fires that occur.

SPEED LIMIT - The established speed limit within the community is 25 miles per hour. This must be obeyed.

UTILITY LINE USAGE - Contractors will use only the utilities provided on the immediate site on which they are working.

DAMAGES - Any damage to streets and curbs, sidewalks, drainage inlets, street lights, street signs, mailboxes, walls, etc. that is not repaired in a reasonable amount of time will be repaired by the DRC and such costs will be deducted from the \$1,000.00 contractor's damage deposit. If the cost of repairs exceeds the amount of the damage deposit, the responsible property owner, person, contractor or builder will be billed the difference and the DRC reserves the right to lien the property after giving reasonable notice.

SPILLAGE - Operators of vehicles are required to see that they do not spill any damaging materials while within the community and if spillage of a load occurs, operators are responsible for cleaning up. If an

operator does not clean up a spill, the cost of the clean up will be deducted from the \$1,000.00 damage deposit. If the cost of the clean up exceeds that of the damage deposit, the responsible property owner, contractor or builder will be billed the difference and the DRC reserves the right to lien the property. PLEASE REPORT ANY SPILLS TO THE APPROPRIATE EMERGENCY RESPONSE AGENCY (911), THE BUSINESS OFFICE AND THE DEVELOPER IMMEDIATELY.

UTILITY LINE/PIPE, CUTS/REPAIRS - If any telephone, cable, TV, sewer, gas, electrical, water, etc. lines are cut, it is the lot owner, your contractor's and/or builders responsibility to report such an accident to the appropriate EMERGENCY RESPONSE AGENCY (911), the appropriate utility involved, the business office and the developer IMMEDIATELY. The cost of repairs will be the responsibility of the lot owner, contractor and/or builder or the responsible party and the DRC reserves the right to lien the property.

SHORT CUTS - No short cuts across or driving or parking on the golf course, through adjacent lots or landscaped areas is allowed.

PARKING OF EQUIPMENT - No vehicles (trucks, vans, cars, etc.) may be parked overnight on "The Island" property. Construction equipment may be left on the site while needed, but must not be kept on the street or vacant lots in the subdivision. No building materials or equipment of any kind may be placed or stored on any lot except in the actual course of construction of a residence. No vehicle may be parked on or within any golf course areas or on the neutral ground within the cul-de-sacs. No vehicles may be parked on any driving surface in any manner, which blocks the driving surface in any road or private driveway or on lots other than the one where the contractor is working. Any unregistered, unauthorized or illegally parked vehicles of any kind will be towed off the property at the expense of the owner of the vehicle.

CONCRETE TRUCK WASHOUTS - Concrete trucks shall wash out on the individual lot (not on neighboring lots) at the location of the "pour" into a box designed for that purpose. Alternatively, concrete trucks may wash out on the individual lot (not on neighboring lots) at the location of the "pour" and this material shall be placed in the required dumpster once it has dried. The secondary developer of the sixth filing may designate a location towards the rear of the sixth filing for concrete truck washouts. The washouts shall be into washout bags designed for that purpose and be properly disposed of by the secondary developer. Washing out of trucks on any other site is strictly prohibited.

SIGNS - No sign of any kind, other than the standard issued sign shall be displayed to the public view on or from any building site without the prior consent of the DRC. Builders who permanently reside in the subdivision may not place a builder sign in front of their residence on a permanent basis.

PORT-0-LETS - Each homebuilder shall be required to provide a properly maintained "Port-0- Let" on-site during construction. Pooling or sharing the cost of "Port-0-Lets" by builders is permissible (no more than 2 adjacent lots per "Port-0-Let").

LOUD MUSIC - Loud radios or noise will not be allowed within the subdivision during or after construction. This is distracting and discomforting to property owners and golfers alike. Speakers mounted on vehicles or outside of houses under construction will not be permitted,

SIGNS DURING CONSTRUCTION - Individual signs tacked to existing trees or posts will not be permitted. Any such signs will be removed immediately by the Developer without compensation to the contractor. Builders must provide a post on which the building permit is to

be displayed. Below the permit, on that same post, plumbing, heating and air conditioning and any other necessary inspection notices are to be displayed.

TRASH - Trash, garbage, other waste and discarded materials must be kept in a sanitary container, and must be removed when full. There will be no stockpiling or dumping on adjacent lots, bayous, on streets, cul-de-sacs, medians or in front yards. Trash not removed by the contractor on a timely basis will be removed by the DRC and deducted from the damage deposit. Any difference exceeding the damage deposit will be billed to the responsible contractor, subcontractor, builder or property owner and the DRC reserves the right to lien the property after giving reasonable notice. All equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition. Workers must dispose of paper (such as, roofing paper and mortar sacks) as they are being used so that they do not become scattered throughout the subdivision and create an unsightly appearance. The secondary developer of the sixth filing, in lieu of providing a sanitary container for each lot, may use a clean-up service that is scheduled on a weekly basis to pick up and dispose of all trash left on the home construction sites. The waiver of providing the sanitary container provided herein may be revoked by the DRC or the Developer if the clean-up service does not adequately prevent construction trash from littering other parts of the Island Development, the golf course, Bayou Plaquemine or Bayou Jacob.

BUILDER DAMAGE DEPOSIT - If there is a problem with the builder not following the rules set forth in these restrictions, the damage deposit will be raised from \$1,000.00 to \$5,000.00 or a stop work order will be issued. A builder who purchases lots for the purpose of building a home for sale must sign a form stating that he has received a copy of the restrictions and that he will be responsible for giving the restrictions to the buyer.

SUNDAY WORK- No construction work on Sundays will be allowed other than work, which is not noisy, such as painting, flooring, some trim work, without the express written consent of the DRC. No hammering, sawing or loud noises from generators, etc.

HOLIDAY WORK- No construction work will be allowed on New Year's Day, Easter Sunday (noted above) Thanksgiving Day and Christmas Day, other than work which is not noisy, such as painting, without the express written consent of the DRC.

VI. PROPERTY OWNERS ASSOCIATION

After a sufficient number of homes are built, the developer shall appoint eight (8) members to form a "Property Owners Association," (POA). The POA for the Island development will be called the Island Community Association (ICA). The ICA will be a non-profit, Louisiana corporation. The developer, A. Wilbert's Sons Island, LLC, reserves the exclusive right to overrule any and all decisions of the ICA. The developer A. Wilbert's Sons Island, LLC reserves the right to dismiss the ICA and assume its duties.

PURPOSE- It will be the responsibility of the ICA to:

- a. Elect the Board of Directors to conduct the affairs of the Association.
- b. Enforce the covenants and restrictions herein contained except where same are enforceable by the DRC.
- c. Serve and represent Owners in any public matter or public hearing affecting the Subdivision.
- d. Maintain grounds, landscaping, improvements, equipment and structures on ICA property.
- e. Supervise, insure with liability insurance, make rules for and monitor the use of all common areas.
- f. Keep the ICA fountains in the lakes and the landscape areas in good working order, and replace same when required. Maintain and replace when necessary any equipment, surveillance systems, irrigation systems and lighting systems throughout the Subdivision.
- g. Paint, reseal, maintain and replace when required street signs and poles throughout the Subdivision.
- h. Act in any other capacity or matter in which the Owners of a majority of the lots so vote.

MEMBERSHIP - Every owner of a Lot, including the Developer, shall be a member of the ICA. Membership in the ICA shall be appurtenant to and may not be separated from ownership of any lot. All owners, including the Developer, shall be entitled to one vote for each lot owned. When more than one person holds an interest on any lot, all such persons shall be members. The vote for any lot owned by multiple parties shall be exercised as the members of the lot thereof among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Unless otherwise specified herein, or in the Articles of Incorporation or by laws of the ICA, all decisions before the ICA shall be determined by a majority vote of those present in person or by proxy at a meeting.

MANAGEMENT AND CARE OF COMMON AREAS- The ICA shall manage, operate, care for, maintain and repair the Common Area and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Owners. The ICA shall receive title to the Common Area, and no Owner or any other person, other than Developer, shall have the right to claim, own or partition any Common Area.

BUDGETS AND ASSESSMENTS- The ICA shall adopt budgets and levy and collect assessments as required by the By-Laws or otherwise in a manner consistent with the customs and practices of similar organizations in the vicinity.

RULES AND REGULATIONS The ICA shall from time to time adopt, amend, repeal and enforce rules and regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of these restrictions or any amendment thereto, the operation of the ICA, the use and enjoyment of Common Areas, the lakes, and the use of lots. Any Rules and Regulations shall be reasonably and uniformly applied. Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. In the event of any conflict between the Rules and Regulations and

these restrictions, these restrictions shall prevail. The ICA shall have the power to enforce the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause compliance therewith by each Owner.

ACCESS RESTRICTIONS- The ICA (through the Board of Directors) shall have the power to restrict access, ingress and egress of Owners and invitees to, from and between Common Area and right-of-way, subject to the Rules and Regulations.

SERVITUDES- The ICA shall have the power to grant permits and licenses and access, utility, drainage, water facility and other servitudes in, on, over, across or under Common Area as may be reasonably necessary or useful for the proper maintenance of the Common Areas.

GENERAL CORPORATE POWERS- The ICA shall have all of the ordinary powers and rights of a Louisiana non-profit corporation including, without limitation, the power and right to enter into partnerships and other agreements, to hire employees, managers, agents and consultants, subject only to such limitations upon such powers as may be set forth in these restrictions, the Articles of Incorporation or the By-laws. The Association shall also have the power to do any and all lawful things which may be authorized, required or permitted to be done under these restrictions, the Articles of Incorporation, the By-Laws or Rules and Regulations and to do and perform any and all acts which may be necessary or desirable for, or incidental to, the exercise of any of the express powers or rights of the Association under these restrictions, the Articles of Incorporation, the By-Laws or the Rules and Regulations.

PROPERTY INSURANCE- The Board of Directors, or its duly authorized agent shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form that the Board deems appropriate, for the benefit of the ICA and insuring all insurable improvements in and to the common areas against loss or damage due to fire or other hazards including, without limitation, extended coverage, flood, vandalism, and malicious mischief. Such coverage to be in amounts sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels deemed reasonable by the Board), repair or reconstruction in the event of damage or destruction from any such hazard.

PUBLIC LIABILITY INSURANCE- The Board or its duly authorized agent shall have the authority to and shall obtain and continue in effect a public liability policy covering all the common areas and all damage or injury caused by the negligence of the ICA, its members, its directors or officers, or any of its agents. Such public liability policies shall provide such coverages that are determined to be necessary by the Board of Directors. All insurance coverage obtained by the Board of Directors shall be written in the name of the ICA in benefit of each of the Owners and cost of such coverage shall be a common expense. Exclusive authority to adjust losses under policies obtained under the ICA and hereafter enforced with respect to the Development shall be vested in the Board of Directors.

INDEMNIFICATION- The ICA shall indemnify every officer or director of the Association against any and all expenses, including court costs and reasonable attorneys' fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding approved by the Board of Directors) to which he may be made a party by being or having been an officer or director at the time such expenses are incurred. The officers and directors

shall not be liable for any mistake of judgments or otherwise except for their own willfulness, misconduct, or nonfeasance. The officers and

directors shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association (except to the extent that such officer or directors may also be members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others in account for any such contract or commitment. Any right of indemnification provided for and herein shall not be exclusive to any other rights to which an officer or director or any former officer or director may be entitled. The Association shall as a common expense maintain adequate general liability and officer and directors liability insurance to fund this obligation.

NOTICE OF MEETING AND QUORUM- Written notice of the annual meeting of the ICA as well as any other meeting called for the purpose of creating a special assessment shall be sent via U.S. Mail, postage prepaid to all members not less than fifteen days or more than forty-five days prior to meeting. There shall be no minimum quorum requirements.

ANNUAL DUES-

PURPOSE OF DUES- The dues levied by the ICA shall be used exclusively to promote the recreation, health, safety and welfare of the residents, including but not limited to security, landscaping and maintenance of ICA property and any other areas or items so approved by the ICA.

ESTABLISHMENT OF DUES- Each owner of a lot shall pay to the ICA the regular dues and any special assessments as established by the ICA Board. Dues and assessments shall be paid in such manner and on such dates as may be fixed by the ICA Board. Unless otherwise provided by the Board, regular dues shall be assessed and paid in equal quarterly installments.

DUES RATE-Dues are fixed at a rate of fifty (50%) percent for unimproved Lots and one hundred (100%) percent for improved Lots. Dues are fixed at a rate of fifty (50%) percent for undeveloped Lots which are part of the Master Plan. Upon the sale of the sixth filing lots to a secondary developer, said developer shall be temporarily exempt from paying dues on all sixth filing lots approved by the City of Plaquemine, with the exemption being applied on a per lot basis. The exemption from paying dues shall expire one year from the date of substantial completion of a house on the lot by the secondary developer, or upon the sale of the lot/house to a third party, whichever occurs first. Upon expiration of the exemption, the secondary developer shall pay dues at the regular rate. During the period of exemption, the secondary developer shall be responsible for the upkeep and maintenance of the grass in the sixth filing in accordance with Section VII, Maintenance, of these design guidelines, including all sixth filing common areas.

SPECIAL ASSESSMENTS- In addition to the annual dues levied above, the Association acting through its Board of Directors, may levy any special assessments provided that such assessments shall be

approved by a majority of the Owners who are voting in person or by proxy at a meeting duly called for that purpose.

INDIVIDUAL ASSESSMENTS- Any expenses of the ICA occasioned by the conduct of less than all of the Owners, or to the family, tenants, agents, guests, or invitees of any Owners, shall be specially assessed against such Owners and their respective Lots or Dwellings. Individual assessments provided for in this section shall be levied by the Board of Directors and the amount and due date of such assessments so levied by the Board shall be specified by the Board.

EFFECT OF NON-PAYMENT, REMEDIES OF THE ICA- Any assessment shall be made in writing directed to the property Owner, and any assessments of an Owner, or portions thereof, which are not paid when due shall be delinquent. Once any assessment, or any portion thereof, has become delinquent, the Association may file a notice of same in the records of the Clerk of Court for Iberville. Any assessment delinquent for a period of more than thirty days after the date due shall include a late charge which may be determined by the Board from time to time and also shall accrue simple interest at the interest rate of (12%) twelve percent per annum. A real obligation and lien as herein provided for such assessments shall attach simultaneously, as the same shall become due and payable and if an assessment has not been paid in thirty days the unpaid balance may be accelerated at the option of the Board and may be declared due and payable in full. The real obligation and lien of such assessments shall include the late charge established by the Board of Directors, interest on the principal amount due at the rate of twelve percent (12%) per annum, all costs of the collection (including reasonable attorney's fees and court costs), and any other amount provided or permitted hereunder or by law. In the event that the assessment remains unpaid after sixty days of the original due date, the ICA may, as the Board may determine, institute suit to collect such assessment and to foreclose on its lien. The real obligation and lien provided for in this article shall be in favor of the ICA and by acceptance of title to a Lot or Dwelling each Owner vests in the ICA and its agents the right and power to bring all actions against them personally for the collection of such assessments as a debt and/or to foreclose on said Hen in the manner for foreclosures of mortgages in the State of Louisiana. No Owner may waive or otherwise escape liability for the assessments provided for herein including by way of illustration but not limitation, non-use of common areas, abandonment of his Lot or Dwelling, etc. An Owner shall remain personally liable for assessments, interest, late charges, attorney's fees and all other costs which accrue prior to sale, transfer, or other conveyance of his Lot or Dwelling.

The lien for maintenance charges, special assessments and any other charges that the ICA is authorized to collect shall be subordinate to all prior recorded encumbrances. No sale or transfer of any Lot shall affect any lien already recorded. However, each holder of a first mortgage on a lot and home who acquires such lot and home through foreclosure or by "Dation en Paiment" shall be subject to any charges resulting from a re-allocation of such unpaid maintenance charges and assessments to all lots including the one mortgaged.

ENFORCEMENT OF VIOLATIONS OF COVENANTS AND RESTRICTIONS- If a violation of the covenants and restrictions occurs, written notice of the violation will be sent to the Owner and/or agent requesting that the violation be corrected. If the violation has not been corrected within the given period, the condition may be corrected by the ICA and charged to the Owner or agent. (The ICA reserves all other rights and remedies, including the right to enforce performance through injunction.) All costs incurred by

the ICA to address any violation will be the responsibility of the Owner in violation and shall be paid within thirty days of billing for

same. If reimbursement is not received within the thirty days, then the ICA shall have lien rights to enforce collection of same.

VII. COVENANTS AND RESTRICTIONS

USAGE - Lots may be used for single family residential purposes ONLY. No Lot shall be used for any other purpose, such as apartment houses, garage apartments, or offices which are used for the conduct in the home of occupations such as medical or businesses or shops of any kind, nor for schools, churches, assembly halls or fraternity houses. No offensive or unlawful use shall be made of the subdivision property or any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed. The responsibility of meeting requirements of governmental bodies which require maintenance shall be enforceable in the same way as the responsibility for the maintenance and repair of the property concerned under these restrictions.

NOTICE OF SALE, LEASE, OR MORTGAGE- In the event an Owner sells, leases, mortgages, or otherwise alienates or encumbers any Lot or Dwelling, the Owner must promptly furnish to the ICA, in writing, the name and address of such purchaser, lessee, mortgagee, or transferee.

RE-SUBDIVISION - The re-subdivision of any single lot from dimensions shown of the subdivision plat is prohibited. A single residence may be placed on more than one lot, but said property shall be considered one lot and may not be sub-divided at a later date.

PETS/ANIMALS - There shall be no keeping of hunting dogs or livestock such as cows, horses, goats, pigs, sheep and rabbits, or poultry of any kind. Domestic animals shall not roam freely, but must be leashed or detained by fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance. Dogs that tend to obsessively bark shall not be allowed to remain outside in the yard of any residence. The determination of a situation as a nuisance is at the sole discretion of the ICA and this determination shall be final.

TEMPORARY STRUCTURES - No structure of a temporary character, trailer, basement, shack, garage, barn or other out building shall at any time be used as a residence, temporarily or permanently. No detached structure may be constructed without first having been approved by the DRC and all such buildings must conform in every respect, including materials, with the exterior construction of the residence on that same lot.

STORAGE BUILDINGS - All outside storage shall be housed within the garage. Pre-fab storage buildings are not allowed.

GARBAGE COMPOST - No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Upon completion of a residence, all debris (including construction materials)

shall be removed from the premises immediately. Garden compost may be kept in quantities required by one (1) household only, provided it is not visible from the street

and is kept free of noxious odors and insects. No burning of rubbish or trash will be allowed and fines will be assessed against the contractor's damage deposit when applicable.

GARDENS - Small flower and vegetable gardens are allowed. The scale of the garden must be in keeping with the house and lot.

MOBILE HOMES, TRAILERS, WATER BORN VEHICLES The keeping of a mobile home or trailer, either with or without wheels, on any parcel of property covered by these covenants is prohibited. A motorboat, houseboat or other similar water born vehicle or recreational vehicle (motor home) may be maintained, stored or kept on any parcel of property covered by these covenants ONLY if housed completely within a structure which has been approved by the DRC or only if completely screened from view of the golf course and street by landscaping or fencing which has been approved by the DRC.

SIGNS - No sign of any kind shall be displayed to the public view on or from any lot or home without the prior consent of the ICA.

NUISANCES - Noxious or offensive activity shall not be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other owners. Decisions of the DRC or the Island Community Association, in each's sole discretion, as may be the case, shall be final as to what does or does not constitute an annoyance or nuisance.

STORAGE/PARKING - There shall be no storage or obstructions placed or parked on any landscape area without the prior written consent of the ICA.

MAINTENANCE (LANDSCAPE) - Each individual or 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 be responsible for keeping lots mowed at all times and free from rubbish, trash, debris and noxious weeds. Lot owners whose lots border water must mow the grass to the water's edge. Spraying herbicide along the water's edge is not permitted unless the sprayed vegetation is mowed in a timely manner after spraying. If weeds or grass are allowed to grow in excess of 8" or if rubbish or trash, etc. is allowed to remain on any lot in such amounts as shall be considered unsightly, the ICA shall notify the lot owner of the conditions. If after 7 days, no action is taken, the ICA may cause such work to be performed and may demand and sue for reimbursements of such costs, as well as, reasonable attorney's fees incurred in the collection thereof. The ICA reserves the right to lien the property. With respect to any notifications for weeds/grass in excess of 8", the ICA shall only send one notification for each growing season. After said notification, the ICA may cause the weeds/grass to be cut each and every time the weeds/grass reach a height in excess of 8" and may demand and sue for reimbursement of such costs, attorney's fees and lien costs as provided above.

MAINTENANCE (HOME EXTERIOR) - Each owner of a home shall keep the exterior of said home reasonably maintained, including garages or other approved out-buildings. This shall

include the painting or replacement of roofs, gutters, downspouts and exterior building surfaces and any other necessary maintenance. Each owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary.

If the exterior of a house is allowed to deteriorate to a point so as to be considered unsightly, in the sole discretion of the ICA, the ICA shall notify the owner of the conditions. If after 30 days, no action is taken, the ICA may obtain an injunction and/or cause such work to be performed as is needed to remedy the conditions and may demand and sue for reimbursements of the cost of the injunction and/or the cost of the work, as well as, reasonable attorney's fees incurred therefor. The ICA reserves the right to lien the property after giving reasonable notice.

PLAYGROUND EQUIPMENT - Playground equipment and swing sets may be made of wood or metal. Metal equipment must be kept in good condition that is free of rust and chipping paint. Wood is recommended. All such playground equipment must be placed in the rear setback of the residence ONLY. All such equipment must be screened with adequate landscape shrubbery or fencing.

PARKING - No vehicle shall be parked on any street or in front of residences on a frequent, regular or permanent basis after construction of a residence is completed. No vehicles may be parked on or within the driving surface or shoulders of the streets. No vehicles may be parked on or within any golf course areas or on the neutral ground within the cul-de-sacs. No vehicles may be parked on any driving surface in any manner that blocks the driving surface in any road or private driveway. Any unregistered, unauthorized or illegally parked vehicles of any kind will be towed away off the property at the expense of the owner of the vehicle.

FIREARMS/WILDLIFE SANCTUARY - The use of firearms or air guns will be strictly prohibited in "The Island Development". Nuisance hunting is allowed by authorized personnel only and will be closely monitored by the developer.

DEVELOPMENT SALES OFFICE - The Developer reserves the right to maintain a sales and development office and signage in "The Island Development".

PONDS - No water born craft or motorboats shall be allowed in the ponds. No swimming is allowed in the ponds. Piers or decks are not allowed in the ponds.

CLOTHESLINES - Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited.

ALARM SYSTEMS - Each house shall be pre-wired for a home alarm system and said system shall be activated when construction is completed.

MINING AND DRILLING-All mining and drilling activities are strictly prohibited.

PLACEMENT OF PIPELINES - All utility services to the home must be underground, No other pipelines other than piping and hoses for irrigation shall be permitted.

CHEMICAL FERTILIZERS / PESTICIDES / HERBICIDES - Commercial chemical fertilizers, pesticides or herbicides are prohibited. Residential type fertilizers approved by the ICA will be allowed.

MISCELLANEOUS PROVISIONS--

LIENS- All obligations assessed against any lot owner pursuant to these restrictions shall be assessed against the respective lot owner, together with late fees, interest at the rate of twelve (12%) per annum, reasonable attorney's fees and all costs, including but not limited to, all court costs. Said sums shall also constitute a real obligation and lien against the pertinent lot or dwelling in favor of the DRC or ICA as may be the case.

LIMITATION OF LIABILITY- Every owner, his heirs and agents do hereby agree to indemnify the DRC and/or ICA, as the circumstances may apply, for, and save and hold the said DRC and/or ICA forever harmless from, all suits, claims, damages and actions (including attorney's fees and costs and expenses of litigation), including but not limited to personal injury, bodily injury, property damage, contamination by hazardous substances, environmental damage or otherwise, occasioned, arising out of, or in any manner related to any operation conducted upon the owner's property by the DRC and/or ICA or any of the DRC and/or ICA's agents, servants or employees, pursuant to these Design Guidelines, Covenants & Restrictions.

ENFORCEMENT: If any Owner or agent shall violate any of the provisions hereof, it shall be lawful for any Owner and/or the ICA to prosecute any proceeding at law or equity against such Owner or agent violating or attempting to violate any such obligations, covenants and restrictions and to prevent him or them from so doing by mandatory or prohibitory injunction without the necessity of posting bond; each owner being deemed, by purchase of any lot, to have waived and relinquished any right to require the posting of bond. The availability of injunctive relief shall not preclude any other available remedy for any violation or threatened violation, including without limitation, the recovery of damages. Failure of any person or entity to enforce any provision of these restrictions shall, in no event, be deemed to be a waiver of the right to do so thereafter against such violating Owner or any other Owner which may participate in a similar violation at a future date.

TIMELINE - These Design Guidelines and Restrictions are to run with the land in perpetuity, and shall be binding on all parties and all persons and can only be revised, amended, or revoked by A. Wilbert's Sons Island, LLC.

INVALIDATION - Invalidation of any of these stipulations or restrictions, or a part thereof, by judgment or court order, or as herein provided shall in no way affect any other provision herein contained, which other provisions shall remain in full force and effect.

VARIANCES- Anything in these Design Guidelines, Covenants & Restrictions to the contrary notwithstanding, the DRC and/or ICA, as may be the case, shall have the right to approve any variances from these Design Guidelines, Covenants & Restrictions when it deems it in the best interest of the overall house design, house-lot configuration or in the interest of the general plan

of development for the Development The DRC and/or ICA, in its sole discretion, has the right to approve any waivers or deviations from these Design Guidelines, Covenants & Restrictions that it deems are appropriate. Further, written approval of the DRC and/or ICA must be obtained by an owner for any waiver any City Zoning Ordinance the owner seeks to obtain; any waiver granted by the City without the prior written approval of the DRC and/or ICA must nevertheless receive DRC and/or ICA approval. The DRC and/or ICA shall have the right to enforce its rights contained herein by a suit for injunctive relief or by bringing any other legal action or actions against an owner to enforce these restrictions.

AMENDING RESTRICTIONS, ADDING LOTS TO RESTRICTIONS - The developer

reserves the right to amend these Design Guidelines and Restrictions one or more times, to add additional lots to the Subdivision and to impose on the lots the building and use restrictions, conditions, liens and servitudes as provided in these Design Guidelines and Restrictions.

RATIFICATION- The adoption of this latest revision to the Residential Design Guidelines, Covenants & Restrictions shall constitute a ratification by the lot owners of all past actions and decisions of the DRC and/or ICA Board(s).

SEVERABILITY- If any provision of these Design Guidelines, Covenants & Restrictions or application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of these Design Guidelines, Covenants & Restrictions or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be effected thereby and each provision of these Design Guidelines, Covenants & Restrictions shall be valid and enforced to the fullest extent permitted by law.

GOVERNING LAW- These Design Guidelines, Covenants & Restrictions are to be interpreted under the laws of the State of Louisiana, including without limitation, the Louisiana Homeowners Association Act and the Louisiana Corporation Laws.

NOTICES- The mailing of any notices required or permitted to be given under these Residential Design Guidelines, Covenants & Restrictions by the DRC and/or ICA may be sent via first class mail, hand delivery, facsimile and/or electronic mail. Notices shall be addressed to the Owner and mailed via first class mail to the address on file with the ICA for the mailing of the Quarterly Dues Statements, but additional duplicate notices may be sent via the other means stated above. Any notices sent via first class mail by the DRC and/or ICA shall be deemed to have been given and to constitute notice of the contents thereof as of the third business day following the mailing, without regard as to actual receipt. Any notices sent via hand delivery, facsimile and/or electronic mail by the DRC and/or ICA shall be deemed to have been given and to constitute notice of the contents thereof upon delivery. Any notice required or permitted to be given under these Residential Design Guidelines, Covenants & Restrictions by an owner shall be addressed to the DRC and/or ICA, as may be the case, and sent via first class and/or certified mail to the following addresses:

DRC address: Island Design Review Committee
P.O.Box917
Plaquemine, Louisiana 70765-0917

ICA address: Island Community Association
P.O. Box 917
Plaquemine, Louisiana 70765-0917

CART PATHS, GOLF COURSE AND UNDEVELOPED PROPERTY

Cart paths are to be used by the Island's business office staff, maintenance department staff, authorized golfers, authorized personnel or authorized golf carts ONLY. Jogging, cycling, or any other use along cart paths, undeveloped property, as well as the golf course property (tees, greens, sand traps and bunkers) is strictly prohibited.

APPENDIX "A"

DESIGN SUGGESTIONS AND SITE GUIDELINES - The following site plans are shown to explain the building setbacks and garage locations. They are general in nature and depict location only. The plans are not meant to imply any particular design.

DATE: Revised as of January 27, 2014

NOTE: The above and foregoing is the approved official residential design guidelines, covenants and restrictions for The Island Subdivision and incorporates the changes made by the "Amended and Revised Residential Design Guidelines, Covenants and Restrictions of The Island Subdivision" dated January 27, 2014. All copies dated prior to January 27, 2014 are not to be used as the official design guidelines, covenants and restrictions for The Island Subdivision.

DATE: Revised as of June 3, 2015

NOTE: The above and foregoing is the approved official residential design guidelines, covenants and restrictions for The Island Subdivision and incorporates the changes made by the "Amended and Revised Residential Design Guidelines, Covenants and Restrictions of The Island Subdivision" dated June 3, 2015. All copies dated prior to June 3, 2015 are not to be used as the official design guidelines, covenants and restrictions for The Island Subdivision