



**Reservations, Restrictions and Conditions  
EDEN ISLES UNIT FIVE (Phase One)**

**1. ARCHITECTURAL CONTROL**

No construction on any lot or lots shall be permitted without written approval of the Eden Isles Architectural Committee.

Prior to commencement of construction of any kind or nature, detailed plans and specifications shall be submitted to the Eden Isles Architectural Committee requesting written approval therefor.

No grading, building or structure of any kind or character or construction work thereon, shall be commenced, erected, placed or altered on any of said property or portion thereof until the plans and specifications and a plot plan showing the location of the structure or structures and all other proposed improvements, parking areas, landscaped areas, fencing and walls have been approved by the Architectural Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and location with respect to topography and finished grade elevation as well as general overall appearance and design.

**2. ARCHITECTURAL COMMITTEE**

The Eden Isles Architectural Committee shall consist of five members appointed by the Dedicator of said Unit Five, its successors or assigns, and shall be for terms of one year and until their successors are annually selected at a meeting of the owners of lots in said Unit Five to be held at 11:00 A.M. on the second Monday each January, at a place in Eden Isles after written notice thereof has been mailed by the Chairman of the Committee, postage prepaid, to the lot owners designating the place of the meeting; three members will be appointed by the dedicator and two elected by the lot owners, such owners to have the right to one vote in such selection for each lot owned. Any plans submitted to the architectural committee which are not acted upon within 30 days shall be considered approved.

The Eden Isles Architectural Committee shall have the power to make, alter, revise and promulgate such rules and regulations as it may, from time to time, deem appropriate to enforce and carry out the purposes of these Reservations, Restrictions and Conditions. The Committee shall also have the power and right to charge and collect fees for the review of plans and specifications and for inspection for and enforcement of compliance with these Reservations, Restrictions and Conditions and its rules and regulations.

The Committee or any of its authorized representatives shall have the right to enter upon any lot and inspect any and all construction thereon for compliance with these Reservations, Restrictions and Conditions and its rules and regulations.

**3. LAND USE AND BUILDING TYPE**

The established grade of lots shall not be raised or altered so as to adversely affect adjacent property owners. Each building will have a first floor elevation of not less than eight feet nor more than ten feet above mean sea level except that a carport or garage or recreation rooms can be built under the residential structure, so long as the supports and area under the residence are screened by a masonry wall or other material acceptable to the Architectural Committee.

Lots 1 through 168 shall be used only for residential purposes. No building shall be erected or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height with private garage or carport.

Only one main structure shall be constructed on any one lot. Each dwelling structure must include a two car private garage or carport. Other appurtenances and out buildings incidental to residential use of said lots shall be permitted. A house or structure of any nature may not be moved onto any lot.

Boat docks may be constructed on lots 15 through 109 and on lots 114 through 120 and on lots 123 through 127 and on lots 129 through 132 and on lots 135 through 152, and on lots 158 through 162; but on lots 43 through 88 said docks may only extend ten feet into the rear easement provided for the canal, and on lots 15 through 42 and on lots 89 through 109 and on lots 114 through 120 and on lots 123 through 127 and on lots 129 through 132 and on lots 135 and 152 and on lots 158 through 162 said docks may only extend five feet into the lakes forming a part of or adjoining said lots. Boat houses and/or boat slips may be constructed only on lots 43 through 88 but said boat houses and/or boat slips may not be built to extend into the rear easement provided for the canal. Boat houses must be constructed to conform to the restrictions and design of the main structure, and they must be finished on the exterior with siding, brick, or other acceptable materials. No metal roofs will be acceptable. Boat houses will be subject to the approval of the Architectural Committee.

No residence shall be constructed on a lot smaller than shown on the Eden Isles Subdivision official plat, Unit Number Five (Phase One).

A purchaser desiring to buy more than one lot may be permitted to erect one large residential structure on two or more lots, and the remaining fractional lots shall be subject to the restrictions applying to a single lot.

No resubdivision creating any lot with a street frontage of less than 70 feet shall be permitted.

**4. BUILDING SIZE AND LOCATION (MINIMUM SIZE AND SETBACKS)**

The main single family residential building shall contain no less than 1,800 square feet, exclusive of carport, garages, patios, verandas, or any other auxiliary construction incidental to the main residence.

No part of any main building shall be constructed closer than 25 feet to the front property line, nor closer than 25 feet to the rear canal bulkhead, or lake shore line, whichever is applicable, nor closer to either side property line than five feet.

The two car garage or carport shall be considered part of the main building for the computation of set backs and the same minimum distances from the property line shall apply. No carport may be used for open storage of any articles or materials within view of other lot owners and the community in general.

**5. LANDSCAPING**

Within ninety (90) days after completion of construction of any improvement on any portion of a lot in Unit Five (Phase One), all unused ground area on said portion shall be planted with ground cover, plants, shrubberies, and trees as shown on a landscaping plan to be submitted to and approved by the Architectural Committee (as provided in Paragraphs 1 and 2 hereof) before commencement of planting. The maturity of all proposed plants shall be shown on said landscaping plan. Said landscaping when completed shall thereafter be maintained and kept free of leaves, rubbish and debris by the owners of said property. A minimum of three trees per lot, each tree to be ten feet or more height, shall be planted as a part of said landscaping plan.

**6. FENCES**

No fence or wall shall be constructed or altered or allowed to remain on any lot in front of the minimum building setback line, unless approved by the Eden Isles Architectural Committee. Fences or walls must conform generally to the design and architecture of the dwelling to be enclosed, and plans showing location and details of fences or walls must be approved by the architectural committee prior to erection of said fence or wall.

**7. SERVICES**

All additional services not already provided, such as auxiliary telephone, electric power, sewers, drains and water pipes, shall be placed underground from the property line to the building, except meters required to be above ground by utility companies.

Each residence constructed will install, provide electric energy and maintain one (1) 100 watt mercury vapor lighting fixture on a nine foot steel pole in a line five feet inside the front property line to correspond to an overall plan and pattern to provide an esthetical and security lighting system. Any pole lamp acceptable to the Architectural Committee may be used.

Energy sources for fixed improvements not provided by the developer will be a responsibility of the purchaser. Any storage or distribution of other energy must be approved by the Eden Isles Architectural Committee.

**8. EASEMENTS**

Easements for installation of utilities and drainage facilities are reserved as shown on the official plat of Eden Isles Subdivision, Unit Five (Phase One) of record. Eden Isles shall have the right to require that all servitudes and easements be kept unfenced and cleared and Eden Isles shall have access thereto for installation and maintenance of any and all utility services.

The Developer reserves for itself, its successors and assigns, for the benefit of the adjoining land used as a golf course, an easement over residential property adjoining such golf course to enable players and the operators of the golf course to retrieve golf balls.

**9. VEHICLES**

No trucks, trailers, automobiles or other commercial vehicles bearing advertisements shall be parked or stored on residential property or on streets or roadways, except when making deliveries, except that if such vehicle is kept within a garage or fenced or screened service yard out of sight of public areas it may be permitted.

Overnight parking on public streets will not be permitted. Sufficient offstreet parking shall be provided by purchasers for residents and visitors or employees.

**10. TRASH AND GARBAGE RECEPTACLES**

Trash and garbage receptacles shall be covered at all times, except during collection or disposal, and maintained in a sanitary condition. All trash and garbage receptacles and any on site disposal shall be screened from view of public streets, canals or neighbors within a fenced service yard enclosed by a six foot high fence approved by the Architectural Committee.

**11. LIVESTOCK AND POULTRY**

No livestock or poultry shall be kept on the premises.

**12. TEMPORARY HOUSING**

No temporary house, trailer, house-trailer, tent, garage, shack, barn, truck or any temporary structure shall be used as a residence or commercial place of business on any lot at any time, either temporarily or permanently, or shall be placed or erected on said lots, and no dwelling shall be occupied in any manner at anytime prior to its completion.

The work of constructing a building shall proceed diligently.

**13. SIGNS AND NUISANCES**

No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot, nor shall the lots be used in any way for any purpose which may endanger the health or unreasonably disturb the holder of any other property. No illegal, obnoxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or community. One sign, not to exceed 18 by 24 inches advertising the property for sale, shall be permitted.

**14. MAINTENANCE**

For the purpose of keeping the subdivision in an orderly condition at all times, each lot owner shall maintain his lot in a presentable condition, keeping the grass and overgrowth trimmed neatly.

No unsightly boxes, cans, rags or other debris shall be stored or kept or allowed to accumulate on the property within view of other lot owners and the community in general.

**15. SIGHT DISTANCE AT INTERSECTIONS**

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above 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 25 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 sight line limitations shall apply on any lot within ten 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 distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction at such sight lines.

#### 16. TERMINATION

These covenants shall run with the land and shall be binding on all lots and the owners thereof in the said subdivision and on all persons claiming under them, until December 31, 2000, after which they shall be automatically extended for successive periods of ten years, unless an instrument in writing signed by a majority of the then owners of any lots in Unit Five (Phase One) of Eden Isles Subdivision is filed for record in the office of the Clerk of Court of St. Tammany Parish, Louisiana, and modifying or terminating the same.

#### 17. ENFORCEMENT

Enforcement of these restrictions may be by proceedings at law or equity, and against any person or persons violating or attempting to violate any provision herein contained, either to restrain violation or to recover damages. Every owner of one or more lots in said subdivision and/or the Eden Isles Architectural Committee shall be vested with the right to institute and prosecute proceedings to enforce the provisions contained herein.

#### 18. SEVERABILITY

The invalidation of any one or more of these covenants by judgment or court decree shall in no wise affect the other covenants herein, which shall remain in full force and effect.

#### 19. No building shall be deemed completed until all conditions required by the Eden Isles Architectural Committee have been satisfactorily met.

The Architectural Committee shall have the right to mitigate these restrictions and conditions when reasonably requested to do so because of extenuating circumstances, but only if it deems that said mitigation and construction so allowed shall not be detrimental to the general appearance and safety of Eden Isles as a whole, and that the structure allowed thereby will be in harmony with surrounding structures.

The rear boundary of lots 43 through 88 is located at the centerline of a canal, and the present owners of this property and all future property owners whose property adjoins this canal agree to utilize said canal in such a manner as to refrain from interfering with the peaceful use of said body of water by other property owners whose property also adjoins said canal.

The rear boundary lines of lots 15 through 42 and of lots 89 through 109 and of lots 114 through 120 and of lots 123 through 127 and of lots 129 through 132 and of lots 135 through 152 and of lots 158 through 162 are located within golf course lakes, and the present owners of these lots and all future owners whose property adjoins these lakes agree to utilize the area within the golf course lakes in such a manner as to refrain from interfering with the peaceful use of these lakes by other owners whose property also adjoins these lakes.

Each lot owner agrees to erect no obstruction in any canal or body of water and to deposit no trash, debris, nor rubbish therein, and to cooperate as much as possible in keeping said canals and/or lakes in a clean and sanitary condition and to do nothing which would obstruct the flow of boat traffic through said canals or bodies of water.

To enhance the value, desirability, attractiveness and safety of the entire Eden Isles Subdivision, the following restrictions shall run with the real property and apply specifically to the wharfage area, which is defined as the area at the rear of each lot which separates the land and water areas, for the purpose of construction and use of a wharf or wharves, boat slip, or similar structures for the purpose of storage or other accommodation of purchasers' private boats which shall be used only for non-commercial, recreational purposes.

1. No boat shall be used as a residence and no boat shall be lived in while in the wharfage area.
2. Nothing shall be done or kept in the wharfage area which would be a violation of these reservations, restrictions and conditions.
3. There shall be no construction, structural alteration or removal of any wharf, boat slip or other structure in the wharfage area without the prior written approval of the Architectural Committee as established by these reservations, restrictions and conditions. The Architectural Committee shall approve proposals or plans and specifications, submitted for its approval, only if it deems that the construction, alterations, or additions contemplated thereby in the location indicated will not be detrimental to the appearance of the wharfage area of Eden Isles as a whole, and that the appearance of any wharf, boat slip or other structure affected thereby will be in harmony with the surrounding wharves, boat slips and other structures.
4. The Architectural Committee may issue rules or guidelines setting forth factors that it will take into consideration in reviewing submissions.
5. Each owner shall at all times keep the wharf, canal bulkhead, boat slip and all other structures within the wharfage area in a good state of repair and maintenance.
6. Boat slip, float, wharf or other structure construction within the wharfage area, including all deck surfaces, flotation materials, framing, hardware, gangways, lumber, electrical and plumbing installations, and pilings, lockers and flagpoles must be of first quality, first-class appearance.

No motorboats (motor-driven or motor-powered) of any type or character shall be permitted in any of the Golf Course Lakes in this unit of subdivision and each lot owner assumes the responsibility of his, her, or its guests in this respect.