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Submet. # 984877 for modifications
Submet. # 984880 for modification

01/12/89

DEDICATION OF SERVITUDES,

UNITED STATES OF AMERICA

EASEMENTS AND RESTRICTIVE COVENANTS

STATE OF LOUISIANA

BY BENNETT BROTHERS DEVELOPMENT,
A PARTNERSHIP

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 12th day of January, in the year of Our Lord, one thousand nine hundred and eighty-nine:

BEFORE ME, A. WAYNE BURAS, a Notary Public, duly commissioned and qualified in and for the state and parish aforesaid, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED: BENNETT BROTHERS DEVELOPMENT, A PARTNERSHIP, a Louisiana partnership, domiciled in St. Tammany Parish, Louisiana, its Partnership Agreement having been filed with the Secretary of State, State of Louisiana, in Miscellaneous Book 90, Folio 96 of the records of St. Tammany Parish, herein represented by Kevin T. Bennett, its partner, which permanent mailing address is declared to be Route 6, Box 17, Covington, Louisiana 70433, hereinafter sometimes referred to as "Developer", and said Developer does declare as follows:

WHEREAS, the Developer is the record Owner of a parcel of land located in Section 40, Township 7 South, Range 11 East, Greensburg Land District, St. Tammany Parish, Louisiana, more fully described herein; and

WHEREAS, the Developer is developing a residential community on a parcel of property described herein to be known as AUDUBON LAKE; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in the community and for the maintenance of lighting facilities, Open Spaces, walkways, parks, recreational facilities, Common Areas and other Community Facilities to be developed as a part of said residential community; and to this end desires to subject immovable property described herein, and as it may be amended and added to, the servitudes, privileges and restrictions, hereinafter set forth in this dedication of servitudes, easements and restrictive covenants, and further, in accordance with the map and Plat of survey of Kelly McHugh & Associates, Registered Land Survey, dated October 20, 1988, revised December 14, 1988, of record in the official records of St. Tammany Parish, Louisiana, which shall inure to the benefit of The Property described herein and the subsequent Owners thereof; and

INSTR. # 709691
DT. REG # 214585
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WHEREAS, in order for the Developer to insure a uniform plan of development it deems desirable for the efficient operation of the residential community, and for the maintenance of the values, amenities and safeguards provided in the residential community, to create an Association to which shall be delegated and assigned the power and duties of maintaining and administering the Common Areas and other Community Facilities, administering and enforcing the within servitudes, privileges and restrictive covenants and collecting and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Developer has formed or intends to form the "AUDUBON LAKE HOMEOWNERS ASSOCIATION, INC.", as a nonprofit corporation without capital stock under the Laws of the State of Louisiana for the purpose of carrying out the powers and duties afforded it by the Laws of the State of Louisiana and by the restrictive covenants and dedications contained herein.

NOW, THEREFORE, the Developer hereby declares that the real property described hereinbelow shall be held, conveyed, hypothecated and encumbered, sold, used, occupied and improved subject to the servitudes, privileges and restrictions hereinafter set forth, all of which are declared and agreed to be in aid of a general plan of improvement and development of the parcel of property described hereinbelow and shall be deemed to run with the land and shall be binding upon the Developer, the Developer's successors, assigns and liquidators and shall inure to the benefit of and be enforceable by the Developer, its successors, assigns and liquidators, and further shall be enforceable by the Association or any person acquiring or owning any part or parcel of The Property described hereinbelow.

ARTICLE I

PROPERTY

The property subject of this act of dedication of servitudes, easements and restrictive covenants is described as follows, to-wit:

A CERTAIN PARCEL OF GROUND situated in Section 40, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, and more fully described as follows:

From the section corner common to Sections 35, 36 & 41, Township 7 South, Range 11 East, run North 67 degrees, 12 minutes West, 668.70 feet, thence North 21 degrees, 07 minutes, 52 seconds East, 232.10 feet, thence North 66 degrees, 57 minutes, 17 seconds west, 569.65 feet, thence South 22 degrees, 43 minutes, 26 seconds West, 14.98 feet, thence North 67 degrees, 16 minutes, 34 seconds West, 576.39 feet to the point of beginning.

Audubon Lake Ph. 1 map 1000-B

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From the point of beginning run South 23 degrees, 02 minutes, 43 seconds West, 270.00 feet, thence South 67 degrees, 16 minutes, 34 seconds East, 180.00 feet, thence South 23 degrees, 02 minutes, 43 seconds West, 229.99 feet, thence South 01 degrees, 33 minutes, 45 seconds West, 209.60 feet, thence South 82 degrees, 43 minutes, 54 seconds West, 200.43 feet, thence along a curve concave to the left, having a radius of 626.98 feet, an arc length of 74.13 feet, and a chord which bears South 14 degrees, 30 minutes, 11 seconds East, thence South 18 degrees, 37 minutes, 17 seconds East, 15.0 feet, thence South 71 degrees, 22 minutes, 43 seconds West, 60.00 feet, thence South 85 degrees, 25 minutes, 07 seconds West, 168.48 feet, thence South 60 degrees, 00 minutes, 00 seconds West 313.25 feet, thence North 30 degrees, 00 minutes, 00 seconds West, 210.00 feet, thence North 12 degrees, 07 minutes, 13 seconds East, 80.89 feet, thence North 30 degrees, 00 minutes West, 200.00 feet, thence North 60 degrees, 00 minutes, 00 seconds East, 234.97 feet, thence South 67 degrees, 16 minutes, 34 seconds East, 177.93 feet, thence North 22 degrees, 43 minutes, 26 seconds East, 200.00 feet, thence North 03 degrees, 45 minutes, 06 seconds East, 63.45 feet, thence North 22 degrees, 43 minutes, 26 seconds East, 200.00 feet, thence South 67 degrees, 16 minutes, 34 Seconds East, 180.81 feet, thence South 23 degrees, 02 minutes, 43 seconds East, 270.00 feet, thence South 67 degrees, 16 minutes, 34 seconds East, 100.00 feet to the point of beginning.

Said parcel contains 10.60 acres.

ARTICLE II

DEFINITIONS

The following words, when used in this act, shall have the following meanings:

- A) "Association" shall mean and refer to the AUDUBON LAKE HOMEOWNERS ASSOCIATION, INC., and its successors, assigns or liquidators.
- B) "Board of Directors" shall mean the Board of Directors of the AUDUBON LAKE HOMEOWNERS ASSOCIATION, INC.
- C) "The Property" shall mean and refer to all or any portion of the real property described hereinabove and such additions thereto as may be made by the Developer.
- D) "Common Areas, Open Spaces and Community Facilities" shall mean and refer to all servitudes, roads, neutral ground areas,

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easements, real property, appurtenances and facilities now or hereafter owned, acquired or otherwise available for use by the Association for the benefit, use and enjoyment of its Members. The use of the Common Areas, Open Spaces and Community Facilities shall be subject to the control and authority of the Association.

E) "Lot" shall mean parcels of land designated, on the Plat.

F) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the title to any Lot or Lots in The Property.

G) "Member" shall mean and refer to every person, group of persons, corporation, trust or other entity, or any combination thereof, which holds a Membership in the Association and shall be restricted to the Owner or Owners of Lots in The Property.

H) "Developer" shall mean and refer to BENNETT BROTHERS DEVELOPMENT, A PARTNERSHIP, its successors, assigns or liquidators.

I) "Plat" shall mean and refer to the official subdivision plat or plats of property subject to these restrictive covenants including property added after the date of these covenants.

J) "Regulations" shall mean and refer to rules of use and conduct adopted by the Association for conduct and activity while using the Common Areas and Community Facilities, and while residing within The Property.

K) "Architectural Control Committee" shall mean the Architectural Control Committee of AUDUBON LAKE, a subdivision, established in Article V of the Restrictive Covenants.

ARTICLE III

OWNERSHIP OF COMMON AREAS AND CREATION OF SERVITUDES

Section 1. Transfer Obligation of Developer. Prior to the Developer conveying all of The Property to third parties the Developer shall transfer to the Association legal title to all of the areas designated on the Plat as Common Areas or common servitudes.

Section 2. Right of Control. Following the conveyance required in Section 1, herein, the Common Areas shall be held and maintained subject to the control of the Board of Directors. The Board of Directors has the power and authority to construct active and passive facilities upon the Common Areas, including but not limited to swings, benches, jogging trails, servitudes, roads, walkways, utility conduits, parks and related facilities. The Board of Directors is authorized and empowered to perform all acts in the furtherance of the above and the full and unlimited utilization of the Common Areas.

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ARTICLE IV

ADDITIONS BY DEVELOPER

Section 1. Additions. As long as there are class B members of the Association, additional property may be annexed to the property described in Article I without the consent of the class A members of the Association, if any. The scheme of the within servitudes, privileges and restrictions shall not, however, be extended to include such additional property unless and until the same is annexed to the real property described in Article I.

Section 2. Whenever in this act of dedication, any action is required to be taken by a specified percentage of each class of the "then members" of the Association, then such action shall be required to be taken separately by the specified percentage of the then outstanding class A members of the Association and the specified percentage of the then outstanding class B members of the Association. Whenever in this act of dedication, any action is required to be taken by a specified percentage of "both classes of the then members" or by the "membership" of the Association or by a specified percentage of the "then members" or "membership" of the Association, then such action shall be required to be taken by the specified percentage of the then outstanding cumulative membership of the Association.

Section 3. Recordation of Modification. Any annexations made pursuant to this Article, or otherwise, shall be made by recording a supplementary act of dedication, servitudes, prescriptions and restrictions with the Clerk of Court for St. Tammany Parish, Louisiana, which supplementary act of dedication shall extend the scheme of the within act of dedication to such annexed property. Such supplementary act of dedication may contain such complimentary additions and modifications to the servitudes, privileges and restrictions set forth in the within the act of dedication as may be necessary to reflect the different character or use, if any, of such annexed property, however, that in no event shall such additions or modifications be substantially inconsistent with the provisions of the within act of dedication.

ARTICLE V

HOMEOWNERS ASSOCIATION

Section 1. For the purpose of controlling, regulating and maintaining the common facilities for the general use and benefit of all Lot Owners, each and every Lot Owner, by accepting a deed and purchasing a Lot or entering into a contract with regard to any Lot in AUDUBON LAKE does agree to and binds himself to be a Member of and be subject to the obligations and duly enacted By-Laws and rules, if any, of the Association. The Association is specifically authorized and empowered to assess individual Lot Owners, and to provide for the collection of said assessments in accordance with LSA R.S. 9:1145 et seq.

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Section 2. Membership. The Association shall have two classes of voting membership:

A) Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is a record owner of a fee interest in any lot which is or becomes subject to this act of dedication shall be a Class A member of the Association. Each class A member of the Association shall be entitled to one (1) vote for each lot owned by any such firm, person, corporation, trust or other legal entity. However, there shall be only one (1) vote for each lot to which class A membership is appurtenant, and the vote shall be cast in accordance with the by-laws of the Association.

B) There shall be one hundred (100) class B memberships, all of which shall be issued to the Developer or its nominee or nominees. The class B members shall be entitled to one (1) vote for each class B membership so held, however, each class B membership shall lapse and become a nullity upon the occurrence of any one of the following events:

i) thirty (30) days following the date upon which the total authorized issued and outstanding class A memberships equal ninety (90); or

ii) on January 1, 2010; or

iii) Upon surrender of said class B memberships by the then holders thereof for cancellation on the books of the Association.

Upon the lapse and/or surrender of all the class B memberships, as provided for in this Article, the Developer shall continue to be a class A member of the Association as to each and every lot in which the Developer holds the interest otherwise required for such class A membership.

ARTICLE VI

RIGHTS UNDER HOMEOWNERS ASSOCIATION

Section 1. Members' Right of Enjoyment. Subject to the provisions of this act of dedication, the Articles of Incorporation, By-Laws of the AUDUBON LAKE HOMEOWNERS ASSOCIATION, INC., and Regulations established by the Association for the community, from time to time, and as amended every Member shall have the right of use and enjoyment in and to the Common Areas and common facilities and such right, use and enjoyment shall be appurtenant to and shall pass with the title to every Lot subject to the following:

A) The right of the Association in accordance with its Articles of Incorporation and By-Laws and Regulations, to borrow

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money for the purpose of improving the Common Areas and Community Facilities in a manner designed to promote the enjoyment and welfare of the Members and in aid thereof to pledge, mortgage and hypothecate the said property, to sell, dedicate, exchange, transfer, convey, assign and deliver said property; and

B) The right of the Association, with the consent of the Owners of fifty-one percent (51%) of the Lots, to levy reasonable assessments, other than the assessments outlined in Article VII, admission fees or other fees for the use of any of the facilities situated upon the Common Areas by the Members of the Association and their guests; and

C) The right of the Association to pass and enforce such other rules and Regulations for the use of the Community Facilities, including the right to enforce various sanctions against the Owners of Lots in AUDUBON LAKE, including, but not limited to, the right of suspension, fines and penalties, and assessments of the costs of non-compliance of a Lot Owner to an individual Lot Owner or other sanctions which in the discretion of the governing body of the Association deems necessary and proper.

ARTICLE VII

ASSESSMENTS

Section 1. Annual Assessments. Each person, group of persons, corporation, partnership, trust, or other legal entity, or any combination thereof, who becomes a record owner of any lot, whether or not it shall be so expressed any act of sale, contract to sell or other conveyance shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum herein sometimes referred to as "assessments" equal to one-twelfth (1/12) of the member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, to meet its annual expenses, all as more fully established and set out in the by-laws of the Association, including, but not limited to, the following:

A) the cost of all operating expenses of the common areas and community facilities and services furnished, including charges by the Association for facilities and services furnished by it; and

B) the cost of necessary management and administration, including fees paid to any Management Agent; and

C) the amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and

D) the cost of fire and extended liability insurance on the common areas and community facilities and the cost of such other insurance as the Association may effect; and

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E) the cost of security guard services, mosquito spraying, garbage and trash collection and/or other utilities and services which may be provided by the Association, whether with respect to the common areas or otherwise; and

F) the cost of maintaining, replacing, repairing and landscaping the common areas and community facilities (including, without limitation, the cost of maintaining, replacing and repairing the streets, roadways and open areas of AUDUBON LAKE) and such equipment as the Board of Directors shall determine to be necessary and proper; and

G) the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or a reserve for replacements.

The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided for. Any Class A member may prepay one or more installments of any annual assessment levied by the Association, without premium or penalty.

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common areas or community facilities or by abandonment of any lot belonging to him.

Section 2. Special Assessments. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement located upon the common areas or community facilities, including the necessary

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fixtures and personal property related thereto, or for such other purposes as the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of the members representing fifty-one percent (51%) of both classes of the then members of the Association. A meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days, but not more than thirty (30) days, in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section 3. Non-Payment Of Assessment. Any assessment levied pursuant to this act of dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member to pay such an assessment shall remain his personal obligation and a suit to recover a money judgment for non payment of any assessment levied pursuant to this act of dedication, or any installment thereof, may be maintained by the Association, along with any other remedies which may be allowed by law.

Any assessment levied pursuant to this act of dedication of any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors bear interest at the rate not to exceed twelve percent (12%) per annum and may also, by resolution of the Board of Directors, subject the member obligated to pay the same to the payment of such penalty of "late charge" as the Board may fix, and the Association may bring an action at law against the member personally obligated to pay the same, in which event such interest, penalties, costs and reasonable attorney fees of not less than twenty five percent (25%) of the amount claimed shall be added to the amount of the assessment. Any assessment of the Association made shall be subordinate and inferior to any first mortgage duly granted in favor of a lender.

Section 4. Acceleration Of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to this act of dedication and the by-laws of the Association or any other installment, thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 5. Annual Membership Assessment. Subject to the following sections, the initial maximum annual assessment for each of the lots to which class A membership is appurtenant shall not exceed the sum of \$120.00 per annum for a vacant lot upon which a dwelling has not been constructed and prior to first occupancy; and shall not exceed the sum of \$300.00 per annum for a lot upon which a dwelling has been completed and has been at one time occupied. The monthly rate for a lot owner shall commence upon taking title to property from the Developer or upon completion of all drainage and streets adjacent to the said lot, whichever occurs later.

Anything in this act of dedication, or the articles or by-laws of the Association to the contrary, notwithstanding, no lot held by the Developer shall be subject to any annual or special assessments provided for in this act of dedication, or in the articles or by laws of the Association until three (3) months following the lapse of all of the class B memberships as provided for in Article 5 of this act of dedication.

Section 6. Increase In Maximum Assessment.

A) From and after January 1, 1989, the maximum annual assessment for all class A memberships hereinabove may be increased by the Board of Directors of the Association without a vote of the membership, by an amount equal to ten percent (10%) of the maximum annual assessment for the preceding year.

B) From and after January 1, 1989, the maximum annual assessment for all class A memberships hereinabove provided may be increased above that established in the preceding "section 5" by an affirmative vote of fifty one per cent (51%) of the class A members. A meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all of the class A and B members at least ten (10) days in advance of such meeting, which notice shall set forth the purpose of such meeting.

Section 7. Commencement Of Annual Assessment. The annual assessment for each class A membership shall commence as provided in this Section. The first annual assessment shall be due and payable in full at the Act of Sale of a Lot from the Developer. After one (1) year from date of the Act of Sale of a Lot from the Developer, the annual assessment for any lot shall be payable monthly (one-twelfth of the total annual assessment payable each month) on the 1st day of each successive month.

ARTICLE VIII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Standards. Except for construction and/or development by the Developer, and except for any improvements to any Lot or to the Common Areas accomplished by the Developer concurrently with said construction and/or development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon The Property, nor shall any exterior addition to or change or other alteration thereupon be made until the complete plans and specifications, showing location, nature, shape, height, material, color, type of construction and/or any other proposed form of change shall have been submitted and approved in writing as to safety, harmony and external design, color and location in relation to the surrounding structures and topography and conformity with the design concept for AUDUBON LAKE by the Board

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of Directors of the Association, or by the Architectural Control Committee appointed by the Board of Directors of the Association. Subject to the limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, walls, aerials, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter in any manner whatsoever the exterior of any improvements constructed upon any Lot or upon any of the Common Areas within the community or to combine or otherwise join two or more dwellings or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwelling, or to make any change or alteration within any dwelling which will alter the structural integrity of the building or otherwise affect The Property, interest or welfare of any other Lot Owner, materially increase the cost of operating or insuring any Common Areas or impair any servitude, until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change shall have been submitted to and approved in writing as to safety, harmony and external design, color and location in relation to surrounding structures and topography and conformity with the design concept for AUDUBON LAKE by the Board of Directors of the Association by the Architectural Control Committee designated by it.

Section 2. Architectural Control Committee - Operation. The Architectural Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors without compensation. The Architectural Control Committee shall serve for the length of time and at the pleasure of the Board of Directors and may be removed and replaced by a majority vote of the Board of Directors. In the event the Board of Directors fails to appoint an Architectural Control Committee, then the Board of Directors of the Association shall constitute the committee. The affirmative vote of a majority of the Members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval of the like pursuant to the authority contained in this Article.

Section 3. Approvals and Permits. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicants submitting the same. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within thirty (30) days after such plans and specifications (and all other materials and information required

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by the Architectural Control Committee) have been submitted to it in writing, then approval will not be required and this article will be deemed to have been fully complied with.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Architectural Control Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Architectural Control Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Architectural Control Committee without the prior consent in writing of the Architectural Control Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance. In the event the construction or alterations are not substantially completed within the twelve (12) month period specified hereinabove, the Architectural Control Committee shall have the further right to impose fines, penalties or sanctions for non-completion.

Section 5. Remedy of Committee. Any act, omission or commission in violation of this article may be enforced or restrained by injunctive relief without the necessity or obligation of the Association to furnish a bond for any injunctive relief. In any successful action by the Association against a Member to enforce the provisions of this article, the Member shall pay all reasonable attorneys fees.

Section 6. Variances. The Architectural Control Committee is specifically granted the authority to grant variances with respect to the requirements contained in the provisions of Article IX, Sections 1.R, 1.S, 1.T, 1.U, 1.W, 1.X, 1.Z and 1.AA.

The approval of the Architectural Control Committee or, in its absence, the Board of Directors of the Association, shall be evidenced by a certificate certifying that a majority of either the Architectural Control Committee or, in its absence, the Board of Directors, has consented to the variance, signed by the secretary of either the Architectural Control Committee or Board of Directors of the Association, as the case may be.

ARTICLE IX

RESTRICTIONS FOR USE OF PROPERTY

Section 1. Prohibited Uses and Nuisances. The following restrictive covenants shall affect and encumber the property, to-wit:

A) All Lots are for single family residential purposes only, no industrial or commercial uses are allowed. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium or doctor's office, or other multiple family dwelling, shall be erected, placed, permitted or maintained on any Lot or common area, or on any part thereof.

B) No noxious or offensive activity shall be carried on upon any Lot or within any dwelling situated upon The Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Members.

C) The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number shall be and is hereby prohibited on any Lot or within any dwelling situated on The Property, except that this shall not prohibit the keeping of dogs, cats and/or caged birds within the confines of a cage, structure or fencing so as not to roam free. Domestic pets shall not be kept, bred or maintained for commercial purposes, and provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Members. Pets shall be registered, licensed and innoculated as may from time to time be required by law and shall be kept on a leash when not in an enclosed area. Any Member of the Association who keeps or maintains any pet upon any portion of the Common Areas shall be deemed to have indemnified and agreed to hold the Association, each of its Members and the Developer free and harmless from any loss, claim or liability of any kind or character whatsoever arising from reason of the keeping or maintaining of such pet upon the Common Areas. The Board of Directors shall have the right to order any Member of the Association whose pet is a nuisance, to remove such pet from The Property and the Board of Directors shall have the sole and exclusive authority to determine, after notice to such Member and affording such Member an opportunity for a hearing before the Board of Directors, whether or not any pet is a nuisance.

D) No burning of trash (except plant material) and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lot; provided however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvements located upon any Lot, and further provided that the burning of trash and other debris from the clearing of Lots shall be permitted during period of new construction.

E) No junk vehicles, commercial vehicles, trailer, camp truck, mobile home, house trailer, modular home, geodesic dome, prefabricated home, or home designed for movement on wheels, or other machinery or equipment of any kind or character shall be kept or maintained upon The Property, nor (except for bonafide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any Lot; provided, however, this restriction shall not apply to recreational vehicles, recreational trailers, or boats on a trailer kept within the building setback lines. The parking of any vehicle within a street right-of-way is strictly prohibited.

F) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers.

G) No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions hereof shall not be construed to prohibit the granting of any servitude and/or right of way to any state, parish, municipality, political subdivision, public utility or other public body or authority, or the Association to the Developer.

H) No Lot shall be used for the purpose of boring, mining, dirt removal, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

I) Except for those trees that must of necessity be removed in order to clear any Lot or portion of a Lot for purposes of the construction of improvements thereon, no sound trees measuring in excess of eight (8) inches in diameter two (2) feet above the ground shall be removed from any Lot without written approval of the Association acting through its Board of Directors or duly appointed committee. The Board of Directors of the Association may from time to time adopt and promulgate such additional rules and Regulations regarding the preservation of trees and other natural resources and wildlife upon The Property as it may consider appropriate.

J) No satellite dishes, antennas, towers or other device for the reception of communication signals shall be allowed, except within an enclosed building or structure approved by the Architectural Control Committee. Clothes lines or drying yards are strictly prohibited.

K) No water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like, shall be installed or maintained on any Lot above the surface of the ground except for above ground lawn hoses.

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L) No structure of a temporary character, and no trailer, house trailer, mobile home, stable, or outdoor clothes dryer shall be erected, used or maintained on any Lot at any time; provided, however, the foregoing restriction shall not prohibit the maintenance of those temporary structures, trailers or the like which are necessary during the construction, remodeling and/or renovation of any improvements thereon. No such temporary structures, trailers or the like shall be utilized for dwelling purposes and all such structures, trailers or the like shall be removed from the Lot promptly following the completion of any of such improvements.

M) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional signs or signs as may be maintained by the Developer or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling situated upon The Property, provided that one temporary real estate sign and one temporary builder's sign, not exceeding six (6) square feet in area, each, may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling.

N) No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any servitude for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

O) No Member shall engage or direct any employee of the Association on any private business of the Member during the hours such employee is employed by the Association, nor shall any Member direct, supervise or in any manner attempt to assert control over any employee of the Association.

P) No dwelling or other improvements which are located upon The Property shall be permitted to fall into disrepair and all such dwellings and other improvements (including lawn and other landscaped areas) shall be maintained in good condition and repair.

Q) In order to maintain a uniform design, all mail boxes shall be provided by the Developer at the time of first occupancy of a dwelling on any Lot, and the cost of purchasing and maintaining the mail box shall be at the expense of the Lot Owner. The location of the mail box shall be approved by the Architectural Control Committee.

R) All raised houses must have lattice skirting, or other suitable material or landscaping around the entire raised portion of the house in order to prevent a "see through" appearance. Each raised house shall provide not less than 18" clearance for a crawl space under the floor joists and 12" under the sills.

S) Upon completion of a dwelling on any Lot, the designate portion of the Lot shall be sodded with a lawn grass materia approved by the Architectural Control Committee. The designate portion of the Lot to be sodded shall be from the front of the house to the edge of the concrete street fronting the Lot. All Lots upon which a dwelling has been constructed shall have not less than 20 square feet of landscape flower bedding with planting and mulc materials.

T) Fences may be erected and maintained only after approval as to location, design and materials by the Architectural Control Committee and shall further comply with the following:

i) No fence shall be erected, placed or altered on any lot nearer to any street than on a line parallel to the front of the building. Fences shall not exceed seven (7) feet in height. There shall be no front yard fences.

ii) No fences shall utilize barbed wire, creosote posts, chain link or mesh wire fence material.

iii) On any Lot which has a common property line with the Conservancy Area (lake lot), no fence shall be erected, placed or altered within forty feet (40') of the rear property line higher than four feet (4') from the natural grade and the fence shall not be solid fencing such as to block the view to an adjoining Lot.

U) All dwellings constructed on any Lot in the subdivision shall meet the following minimum square footage requirements.

i) No single story dwelling shall be constructed on any Lot containing less than 2,300 square feet of heated and cooled area.

ii) A structure of one and one-half stories (i.e., a structure in which the attic area is utilized and has finished heated and cooled living area) shall be constructed on any Lot containing less than 1,600 square feet of heated and cooled area on the first floor and not less than 700 square feet of heated and cooled area on the second floor attic area.

iii) A dwelling of two stories or greater shall contain not less than 1,400 square feet of heated and cooled area on the first floor and not less than 900 square feet of heated and cooled area on the second floor.

No dwelling constructed on any Lot shall contain less than 2,900 square feet under beam; the heated and cooled area of the first floor of any dwelling shall have a ceiling height of not less than 9 feet.

V) Each dwelling constructed on a lot shall have an enclosed

garage or open carport capable of accommodating not less than two (2) standard sized automobiles.

W) The finished floor elevation of each dwelling constructed on a Lot shall be not less than 18.5 feet above mean sea level.

X) No boats, boat railways, hoists, launching facilities or any similar type of device or equipment shall be installed, constructed or maintained upon any Lot; provided, however, that boats, hoists and the like may be stored in an enclosed storage room or garage.

Y) The discharge of firearms or operation of motor bikes, motorcycles, two wheel, three wheel or four wheel motorized recreational vehicles upon the property is strictly prohibited.

Z) Building set back lines and utility servitudes are hereby established in accordance with the Plat.

AA) The side and rear setback line restrictions established hereinabove shall apply to all types of buildings, structures, sheds and other constructions and works on any Lot except swimming pools and decks. In no event shall a swimming pool or deck be located nearer than five (5) feet to any Lot line.

BB) All driveways connecting to the street must have a culvert to insure maintenance of driveway material and the proper flow of drainage. Driveway culverts shall extend not less than 3 feet beyond the edge of the concrete driveway. Culvert sizes must be in accordance with parish engineering specifications and, further, approved in advance by the Architectural Control Committee. All culvert installation shall be set at the elevation established by an engineer designated by the Architectural Control Committee. Prior to occupancy of a dwelling on any Lot, a certificate from the engineer designated by the Architectural Control Committee shall be delivered to the Architectural Control Committee certifying as to the following:

i) that the culvert has been installed at the proper elevation specified by the engineer designated by the Architectural Control Committee;

ii) that the size of the culvert is in compliance with the engineering requirements submitted to the parish in connection with the drainage plan; and

iii) that the culvert is properly installed and is undamaged.

All driveways and aprons must be concrete and must connect the driveway from the concrete street to the garage or carport. All driveways shall be a minimum of ten (10) feet in width and shall be

constructed not closer than one (1) foot from the side property line.

CC) No individual water wells or sewerage treatment systems shall be allowed on any lot. Each lot shall utilize the central sewerage and water systems available within the subdivision for all water and sewerage uses.

DD) Outdoor loudspeakers, radios, public address systems and the like, whether they be of a temporary or permanent nature, are expressly prohibited. Noise emanating from inside a structure shall not be audible outside the structure. All other noise which offends, disturbs or constitutes a nuisance is expressly prohibited.

ARTICLE X

MISCELLANEOUS

Section 1. Duration - Amendment. The permanent servitudes and real rights and interests created herein, including the servitudes, privileges and restrictions of the act of dedication and restrictions herein shall, subject to the provisions herein, run in perpetuity with the land, and shall be binding upon the Owners hereof, their heirs, successors and assigns and shall inure to the benefit of and be enforceable by the Association, or by the Owner of any Lot subject to this act of dedication and restrictions, their representative, legal representative, heir, successor and assign, for a period of twenty (20) years from the date of recordation of this act, after which time the said servitudes, privileges and restrictions contained herein shall automatically extend for successive ten (10) year periods each, unless an instrument signed by the then Owners of a majority of the Lots has been recorded agreeing to change said servitudes, privileges and restrictions in whole or in part, except as allowed in Article IV. herein. The terms and provisions of this act of dedication and restrictions, or any of the servitudes, privileges or restrictions herein contained, may be modified in whole or in part, terminated or waived, prior to or subsequent to the expiration of the twenty (20) year period aforesaid, by act of amendment or termination signed by the then Owners of fifty-one percent (51%) of the Lots in the subdivision, and duly recorded with the Clerk of Court for St. Tammany Parish, Louisiana.

Section 2. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community of AUDUBON LAKE. Enforcement of these servitudes, privileges and restrictions shall be by any legal proceeding against any person or persons violating or attempting to violate any servitude, privilege or restriction, either to restrain or enjoin violation or to recover damages, or both; and the failure or forbearance by the Association or the Owner of any Lot to enforce any servitude, privilege or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The provisions hereof may be

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enforced, without limitation, by the Association, by any Owner of any Lot which becomes subject to the provisions hereof.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within servitudes, privileges or restrictions cannot be adequately remedied exclusively by recovery of damages.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this act of dedication shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any common area or community facility by any public, state, parish or municipal agency, authority or utility and no public, state, parish or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any said Common Areas or Community Facilities.

Section 5. Severability. Invalidation of any one of these servitudes, privileges or restrictions by judgment, decree or order shall in no way affect any provisions hereof, each of which shall remain in full force and effect.

Section 6. Captions. The captions contained in this act of dedication are for convenience only and are not a part of this act of dedication and are not intended in any way to limit or enlarge the terms and provisions of this act of dedication.

THUS DONE AND PASSED in Covington, St. Tammany Parish, Louisiana, on the day, month and year hereinabove first written, in the presence of Laura L. Stanley and Jeanne M. Bergeron, competent witnesses, who hereunto subscribe their names with the said appearer and me, Notary, after due reading of the whole.

WITNESSES:

BENNETT BROTHERS DEVELOPMENT
A PARTNERSHIP

Laura L. Stanley
LAURA L. STANLEY

By: Kevin T. Bennett
KEVIN T. BENNETT

Jeanne M. Bergeron
JEANNE M. BERGERON

A. Wayne Buras
Notary Public
A. WAYNE BURAS

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Filed for record January 17, 1989
Truly recorded January 17, 1989
Vicki Wessick, Clerk
Clerk of Court & Ex-Officio recorder

FIRST ACT OF MODIFICATION OF SERVITUDES, UNITED STATES OF AMERICA
EASEMENTS AND RESTRICTIVE COVENANTS STATE OF LOUISIANA
BY BENNETT BROTHERS DEVELOPMENT, PARISH OF ST. TAMMANY
A PARTNERSHIP

BE IT KNOWN that on this 8th day of March, 1989,

BEFORE ME, Notary Public, in and for the Parish of St. Tammany, State of Louisiana, duly commissioned and qualified and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED:

BENNETT BROTHERS DEVELOPMENT, A PARTNERSHIP, a Louisiana partnership, domiciled in St. Tammany Parish, Louisiana, its Partnership Agreement having been filed with the Secretary of State, State of Louisiana, in Miscellaneous Book 90, folio 96, of the records of St. Tammany Parish, herein represented by Kevin T. Bennett, its partner, which permanent mailing address is declared to be Route 6, Box 17, Covington, Louisiana 70433,

WHEREAS, the appearer herein, BENNETT BROTHER DEVELOPMENT, A PARTNERSHIP, is the owner of all of the Class B memberships and pursuant to Article IV of the original Dedication of Servitudes, dated January 12, 1989, of record in COB 1371, folio 115, of the records of St. Tammany Parish, the developer is authorized and empowered to add additional property to the scheme of dedication and therefore subject to the Articles and By-Laws recorded in the official records of St. Tammany Parish.

WHEREAS, pursuant to the said authorization in Article IV of the Dedication of Servitudes, the appearer herein, BENNETT BROTHERS DEVELOPMENT, A PARTNERSHIP, does hereby amend Article I of the Dedication of Servitudes, Easements and Restrictions recorded at COB 1371, folio 115, of the records of St. Tammany Parish, to add the following parcel of property to be encumbered by the Dedication of Servitudes, Easements and Restrictions recorded as aforesaid and to further be encumbered by the Articles of Incorporation and By-Laws of Audubon Lakes Homeowners Association, Inc., recorded in the official records of St. Tammany Parish.

The parcel of property to be added to Article I of the Dedication of Servitudes, Easements and Restrictive Covenants

INSTR. # 714306
DT. REG # 221309
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(COB) 1371 FOLIO 204
#03 FOLIO
p:modifica.bb

recorded at COB 1371, folio 115, of the records of St. Tammany Parish, is described as follows, to-wit:

A CERTAIN PARCEL OF GROUND situated in Section 40, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, and more fully described as follows:

From the Section corner common to sections 35, 36 and 41, Township 7 South, Range 11 East, run North 67 degrees, 12 minutes West, 668.70 feet; thence North 21 degrees, 07 minutes 52 seconds East, 232.10 feet; thence North 66 degrees, 57 minutes, 17 seconds West, 569.65 feet; thence South 22 degrees, 43 minutes, 26 seconds West, 14.98 feet; thence North 67 degrees, 16 minutes, 34 seconds West, 676.39 feet; thence South 23 degrees, 02 minutes, 43 seconds West, 270.00 feet; thence North 67 degrees, 16 minutes, 34 seconds West, 180.81 feet; thence South 22 degrees, 43 minutes, 26 seconds West, 200.00 feet; thence South 03 degrees, 45 minutes, 06 seconds West, 63.45 feet; thence South 22 degrees, 43 minutes, 26 seconds West, 200.00 feet; thence North 67 degrees, 16 minutes, 34 seconds West, 177.93 feet; thence South 60 degrees, 00 minutes West, 234.97 feet to the point of beginning.

From the point of beginning, run South 30 degrees, 00 minutes East, 200.00 feet; thence South 12 degrees, 07 minutes, 13 seconds West, 80.89 feet; thence South 30 degrees, 00 minutes East, 210.00 feet; thence South 60 degrees, 00 minutes West, 266.75 feet; thence South 70 degrees, 11 minutes, 33 seconds West, 199.78 feet; thence South 88 degrees, 47 minutes, 18 seconds West, 175.00 feet; thence North 71 degrees, 21 minutes, 04 seconds West, 191.18 feet; thence North 17 degrees, 22 minutes, 42 seconds East, 211.66 feet; thence North 54 degrees, 39 minutes, 29 seconds East, 87.11 feet; thence North 30 degrees, 13 minutes, 08 seconds East, 72.38 feet; thence along a curve concave to the right, having a radius of 3070.00 feet, an arc length of 125.33 feet, and a chord which bears North 31 degrees, 23 minutes, 18 seconds East; thence South 81 degrees, 54 minutes, 18 seconds East, 114.06 feet; thence North 48 degrees, 45 minutes, 57 seconds East, 153.13 feet; thence North 60 degrees, 00 minutes East, 142.04 feet to the point of beginning.

Said parcel contains 6.728 acres.

In all other respects, the remaining portions of the original Dedication of Servitudes, Easements and Restrictive Covenants, other than as supplemented herein, shall remain the same.

THUS DONE AND PASSED in my office in Covington, Louisiana, on the 8th day of March, 1989.

WITNESSES:

BENNETT BROTHERS DEVELOPMENT, A PARTNERSHIP

Penny D. Fitzgerald

By: K. T. Bennett
KEVIN T. BENNETT, Partner

Sandra B. Ferrell

[Signature]
Notary Public

Filed for record March 9, 1989
Truly recorded March 9, 1989
W. J. Vessner, III
Clerk of Court & Ex-Officio recorder

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SECOND ACT OF MODIFICATION OF
SERVITUDES, EASEMENTS
AND RESTRICTIVE COVENANTS BY
BENNETT BROTHERS DEVELOPMENT,
A PARTNERSHIP

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. TAMMANY

BE IT KNOWN that on this 9th day of March,
1989,

BEFORE ME, Notary Public, in and for the Parish of
St. Tammany, State of Louisiana, duly commissioned and qualified and
in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED:

BENNETT BROTHERS DEVELOPMENT, A PARTNERSHIP, a
Louisiana partnership, domiciled in St. Tammany Parish,
Louisiana, its Partnership Agreement having been filed
with the Secretary of State, State of Louisiana, in
Miscellaneous Book 90, folio 96, of the records of
St. Tammany Parish, herein represented by Kevin T.
Bennett, its partner, which permanent mailing address
is declared to be Route 6, Box 17, Covington, Louisiana
70433,

WHEREAS, the Dedication of Servitudes, Easements and
Restrictive Covenants imposed upon Audubon Lakes Subdivision are
recorded at COB 1371, folio 115, of the records of St. Tammany
Parish;

WHEREAS, the Dedication of Servitudes, Easements and
Restrictive Covenants has been amended by First Act of Modification
recorded in the official records of St. Tammany Parish;

WHEREAS, the developer, owning greater than 51% of the lots in
the subdivision as presently established, does hereby desire to amend
the original Dedication of Servitudes, Easements and Restrictive
Covenants recorded in COB 1371, folio 115, of the records of
St. Tammany Parish, pursuant to the authority contained in Article X
of the original Dedication.

NOW THEREFORE, the appearer herein, BENNETT BROTHERS
DEVELOPMENT, A PARTNERSHIP, does hereby amend Article IX entitled
"Restrictions for Use of Property, Section 1, Subsection U) to
henceforth read as follows:

INSTR. # 714387
DT. REG # 221318
FILED ST. TAMMANY PAR
09MAR89 14:47 TJF
COB 1371 FOLIO 206
MOB _____ FOLIO _____

U) All dwellings constructed on any Lot in the subdivision shall meet the following minimum square footage requirements:

i) No single story dwelling shall be constructed on any Lot containing less than 2,400 square feet of heated and cooled area.

ii) A structure of one and one-half stories (i.e., a structure in which the attic area is utilized and has finished heated and cooled living area) shall contain not less than 1,700 square feet of heated and cooled area on the first floor and not less than 700 square feet of heated and cooled area on the second floor attic area.

iii) A dwelling of two stories or greater shall contain not less than 1,400 square feet of heated and cooled area on the first floor and not less than 1000 square feet of heated and cooled area on the second floor.

No dwelling constructed on any Lot shall contain less than 3,000 square feet under beam; the heated and cooled area of the first floor of any dwelling shall have a ceiling height of not less than 9 feet.

In all other respects, the original Restrictive Covenants other than amended shall remain the same.

THUS DONE AND PASSED in my office in Covington, Louisiana, on the 9th day of March, 1989.

WITNESSES:

BENNETT BROTHERS DEVELOPMENT,
A PARTNERSHIP

Perry V. Fitzgerald
Laura Doyle Stanley

By:

K. T. Bennett
KEVIN T. BENNETT, Partner

[Signature]
Notary Public

23

0-0207

- 2 -

Filed for record March 9, 1989
Truly recorded March 9, 1989
W. V. Vessey, Jr. Clerk
Clerk of Court & Ex-Officio recorder

THIRD ACT OF MODIFICATION OF
SERVITUDES, EASEMENTS AND
RESTRICTIVE COVENANTS

BY BENNETT BROTHERS DEVELOPMENT,
A PARTNERSHIP

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 23rd day of June, 1989,

BEFORE ME, Notary Public, in and for the Parish of St. Tammany, State of Louisiana, duly commissioned and qualified and in the presence of the undersigned competent witnesses;

PERSONALLY CAME AND APPEARED:

BENNETT BROTHERS DEVELOPMENT, A PARTNERSHIP, a Louisiana partnership, domiciled in St. Tammany Parish, Louisiana, its Partnership Agreement having been filed with the Secretary of State, State of Louisiana, in Miscellaneous Book 90, folio 96, of the records of St. Tammany Parish, herein represented by Matthew P. Bennett, its partner, which permanent mailing address is declared to be Route 6, Box 17, Covington, Louisiana 70433,

WHEREAS, the Dedication of Servitudes, Easements and Restrictive Covenants imposed on Audubon Lake Subdivision are recorded at COB 1371, folio 115 of the records of St. Tammany Parish; whereas, the Dedication of Servitudes, Easements and Restrictive Covenants has been amended by a First and Second Act of Modification recorded in the official records of St. Tammany Parish; whereas, the Developer, owning greater than 51% of the lots in the subdivision as presently established, does hereby desire to amend the original Dedication of Servitudes, Easements and Restrictive Covenants recorded at COB 1371, folio 115 of the records of St. Tammany Parish, as thereafter amended, pursuant to the authority contained in Article X of the original Dedication.

NOW THEREFORE, the Appearer herein, Bennett Brothers Development, A Partnership, does hereby amend Article IX entitled "Restrictions for Use of Property", Section 1, by adding an additional subsection "EE" to henceforth read as follows:

EE) Regulations regarding gas lights:

INSTR. # 724158
DT. REG # 236618
FILED ST. TAMMANY PAR
30 JUN 91 4:33 PM
COB 1371 FOLIO 115
MCS FOLIO

00421

File: 5362

1) The owner of each lot shall maintain a gas light in the front yard of each occupied lot of a style and containing such materials as designated by the Architectural Control Committee. The gas light required by the Architectural Control Committee shall be installed by the lot owner in a location designated herein prior to occupancy of any dwelling.

2) Each lot owner shall be responsible for installation of the gas light on his own lot; the cost of the gas light and the cost of the installation shall be paid for by the owner.

3) Each lot owner shall supply gas to the gas light installed in connection with this section and the lot owner shall pay the cost of fuel for the light. The lot owner shall insure that the light shall remain lit at all times commencing with the first occupancy of the residence constructed on a lot.

4) All maintenance and repairs of the gas light installed in connection with this subsection shall be performed and paid for by the Homeowners Association.

5) These restrictive covenants do create and establish a servitude in favor of the Association, including rights of ingress and egress over and across each lot in the subdivision, in order that the Association may maintain and repair the gas light required under this subsection.

6) The gas lights shall be installed at a location designated by the Architectural Control Committee and in accordance with the following guidelines:

6.1) On any corner lot, the foundation pipe for the gas light shall be located one foot from the side street property line and one foot from the front street property line at the street intersection.

00422

6.2) For interior lots, the foundation pipe for the gas light shall be located one foot from the front property line adjacent to the front street and within three feet of the center of the lot.

In all other respects, the remaining portions of the original Dedication of Servitudes, Easements and Restrictive Covenants, as modified, supplemented and amended, shall remain the same.

THUS DONE AND PASSED in my office in Covington, Louisiana, on the 27th day of June, 1989.

WITNESSES:

BENNETT BROTHERS DEVELOPMENT,
A PARTNERSHIP

Laura Leigh Staley

By: *M. P. Bennett*
MATTHEW P. BENNETT, Partner

Denny V. Fitzgerald

[Signature]
NOTARY PUBLIC

Filed for record June 30, 1989
Truly recorded June 30, 1989
Cheryl G. McPain
By Clerk and Exofficio Recorder

00423

FOURTH ACT OF MODIFICATION
OF SERVITUDES, EASEMENTS AND
RESTRICTIVE COVENANTS

UNITED STATES OF AMERICA
STATE OF LOUISIANA

BY BENNETT BROTHERS DEVELOPMENT,
A PARTNERSHIP

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 18th day of August, 1989, before me, the undersigned authority, a Notary Public, duly commissioned and qualified, in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

Bennett Brothers Development, A Partnership, a Louisiana Partnership, domiciled in St. Tammany Parish, Louisiana, its Partnership Agreement having been filed with the Secretary of State, State of Louisiana, in Misc. Book 90, folio 96 of the official records of St. Tammany Parish, Louisiana (hereafter "Bennett Brothers")

who, being by me first duly sworn, declared that appearer is the owner of the following described property, to-wit:

A certain parcel of ground situated in Section 40, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, and more fully described as follows:

From the Section corner common to Sections 35, 36 and 41, Township 7 South, Range 11 East, go North 67 degrees 12 seconds West 668.70 feet; thence go North 21 degrees 7 minutes 52 seconds East 232.10 feet; thence go North 66 degrees 57 minutes 17 seconds West 569.65 feet; thence go South 22 degrees 43 minutes 26 seconds West 14.98 feet; thence go North 67 degrees 16 minutes 34 seconds West 679.39 feet; thence go South 23 degrees 02 minutes 43 seconds West 270.0 feet; thence go North 67 degrees 16 minutes 34 seconds West 180.81 feet to the Point of Beginning.

From the Point of Beginning go South 22 degrees 43 minutes 26 seconds West 200.00 feet; thence go South 03 degrees 45 minutes 06 seconds West 63.45 feet; thence go South 22 degrees 43 minutes 26 seconds West 200.00 feet thence go North 67 degrees 16 minutes 34 seconds West 177.94 feet; thence go South 50 degrees 00 minutes 00 seconds West 377.01 feet; thence go South 48 degrees 45 minutes 57 seconds West 153.13 feet; thence go North 81 degrees 54 minutes 18 seconds West 114.06 feet; thence along a curve to the left with a radius of 3070.00 feet, and an arc length of 125.33 feet; thence go South 30 degrees 13 minutes 08 seconds West 72.38 feet; thence go South 54 degrees 39 minutes 29 seconds West 87.11 feet; thence go North 00 degrees 00 minutes 08 seconds West 66.51 feet; thence along a curve to the right with a radius of 420.0 feet, and an arc length of 20.24 feet; thence go North 59 degrees 46 minutes 52 seconds West 170.25 feet; thence go North 30 degrees 13 minutes 08 seconds East 1119.82 feet; thence go South 67 degrees 16 minutes 34 seconds East 706.18 feet to the Point of Beginning.

Said parcel contains 14.141 acres all as per plat of subdivision by Kelly J. McHugh & Associates, Inc., No. 88-281-2B and dated April 20, 1989.

INSTR. # 729100
ST. REG # 244045
FILED ST. TAMMANY PAR
20 AUG 20 1989
NOTARY PUBLIC
HSE _____

612

Appearer further declared that the following instruments have been filed for record in the official records of St. Tammany Parish:

a. Dedication of Servitudes, Easements and Restrictive Covenants dated January 12, 1989 and registered in COB 1371, folio 115;

b. First Act of Modification of Servitudes, Easements and Restrictive Covenants dated March 8, 1989 and registered in COB 1376, folio 204;

c. Second Act of Modification of Servitudes, Easements and Restrictive Covenants dated March 9, 1989 and registered in COB 1376, folio 206;

d. Third Act of Modification of Servitudes, Easements and Restrictive Covenants dated June 23, 1989 and registered in COB 1388, folio 421.

Appearer further declared that it is the owner of all of the issued and outstanding Class B memberships of Audubon Lake Homeowner's Association, Inc. and, pursuant to the provisions of Article IV of the Dedication of Servitudes, Easements and Restrictive Covenants registered in COB 1371, folio 115, appearer does hereby annex to the property described in said Dedication of Servitudes, Easements and Restrictions and in the First Act of Modification of Servitudes, Easements and Restrictive Covenants registered in COB 1376, folio 204 the above described property, which shall be encumbered by and subject to all of the covenants, terms and conditions contained in the original Act of Dedication of Servitudes, Easements and Restrictive Covenants and each and every subsequent modification thereof.

Appearer further declared that in all other respects, all of the remaining provisions of the original Dedication of Servitudes, Easements and Restrictive Covenants and each and every subsequent modification thereof shall remain in full force and effect.

THUS DONE AND PASSED in my office in Covington, Louisiana on the day, month and year herein first above written in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:

Yvonne L. Lauderdale by: Sandra B. Terrell

Bennett Brothers Development,
A Partnership

[Signature]

James A. Wittling
Notary Public

FIFTH ACT OF MODIFICATION OF
SERVITUDES, EASEMENTS AND
RESTRICTIVE COVENANTS

UNITED STATES OF AMERICA
STATE OF LOUISIANA

BY: BENNETT BROTHERS DEVELOPMENT,
A PARTNERSHIP, ET AL.

PERSONALLY CAME AND APPEARED:

BENNETT BROTHERS DEVELOPMENT, A PARTNERSHIP, a Louisiana partnership, domiciled in St. Tammany Parish, Louisiana, its Partnership Agreement having been filed with the Secretary of State, State of Louisiana, in Miscellaneous Book 90, folio 96, of the records of St. Tammany Parish, herein represented by Kevin T. Bennett, a partner, which permanent mailing address is Route 6, Box 17, Covington, Louisiana 70433, hereinafter referred to as "Bennett Brothers"; and

PREMIER BANK, N.A., previously Louisiana National Bank of Baton Rouge, a national banking association, domiciled in East Baton Rouge Parish, Louisiana, herein represented by Thomas W. Tanner, Jr., duly authorized by resolution of the Board of Directors, and whose mailing address is Post Office Box 1511, Real Estate Services, Fourth Floor, Baton Rouge, LA 70621, herein referred to as "Premier",

who declare as follows:

WHEREAS, Premier is the owner of the following described property to-wit:

A parcel designated as Lake Audubon Estates Subdivision as per map and plat of survey of Kelly McHugh & Associates dated January 10, 1989, of record in Clerk's Map File No. 1016-B of the records of St. Tammany Parish, Louisiana, described as follows:

Square A:

A certain parcel of ground situated in Section 40, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, and more fully described as follows:

From the Section Corner common to Sections 35, 36 & 41, Township 7 South, Range 11 East, run North 67 degrees 12 minutes West, 668.70'; thence North 21 degrees 07 minutes 52 seconds East, 232.10'; thence North 66 degrees 57 minutes 17 seconds West, 569.65'; thence South 22 degrees 43 minutes 26 seconds West, 14.98'; thence North 67 degrees 16 minutes 34 seconds West, 676.39' to the Point of Beginning.

From the Point of Beginning run South 23 degrees 02 minutes 43 seconds West, 270.00' thence North 67 degrees 16 minutes 34 seconds West, 886.99'; thence North 30 degrees 13 minutes 08 seconds East, 272.33'; thence South 67 degrees 16 minutes 34 seconds East, 852.96' to the Point of Beginning.

Said parcel contains 5.392 acres.

Square B:

A certain parcel of ground situated in Section 40, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, and more fully described as follows:

INSTR. # 738975
DT. REG # 259373
FILED ST. TAMMANY PAR
22DEC89 15:06 T J F
COB 1461 FOLIO 12
MOE FOLIO

From the Section Corner common to Sections 35, 36 & 41, Township 7 South, Range 11 East, run North 67 degrees 12 minutes West, 668.70'; thence North 21 degrees 07 minutes 52 seconds East, 232.10'; thence North 66 degrees 57 minutes 17 seconds West, 569.65'; thence South 22 degrees 43 minutes 26 seconds West, 14.98'; thence North 67 degrees 16 minutes 34 seconds West, 5.55' to the Point of Beginning.

From the Point of Beginning run South 22 degrees 43 minutes 26 seconds West, 210.00'; thence North 67 degrees 16 minutes 34 seconds West, 572.02'; thence North 23 degrees 02 minutes 43 seconds East, 210.00'; thence South 67 degrees 16 minutes 34 seconds East, 570.84; to the Point of Beginning.

Said parcel contains 2.755 acres.

(The above property is hereinafter referred to as "Annexed Property").

WHEREAS, Bennett Brothers is the owner and developer of property known as "Audubon Lake Subdivision" located in St. Tammany Parish, Louisiana;

WHEREAS, Bennett Brothers is the owner of all Class B memberships of the Audubon Lake Homeowners Association, Inc., and pursuant to Article IV of the original Dedication of Servitudes dated January 12, 1989, of record in COB 1371, folio 115 of the records of St. Tammany Parish, as amended, the developer is authorized and empowered to add additional property to the scheme of dedication originally established and therefore subject to the Articles and By-Laws of the Audubon Lake Homeowners Association, Inc., recorded in the official records of St. Tammany Parish, and pursuant to the ownership of the Annexed Property described above by Premier, the appearers do hereby agree as follows:

Pursuant to the authorization of Article IV of the original Dedication of Servitudes dated January 12, 1989, of record in COB 1371, folio 115 of the records of St. Tammany Parish, and by virtue of the ownership of the Annexed Property, the appearers herein, Bennett Brothers and Premier, do hereby amend Article I of the Dedication of Servitudes, Easements and Restrictive Covenants recorded at COB 1371, folio 115 of the records of St. Tammany Parish, to add the Annexed Property to the restrictive covenants to be encumbered by the Dedication of Servitudes, Easements and Restrictive Covenants recorded as aforesaid and to further be encumbered by the Articles of Incorporation and By-Laws of the Audubon Lake Homeowners Association, Inc., recorded in the official records of St. Tammany Parish.

The parcel of property to be added to Article I of the Dedication of Servitudes, Easements and Restrictive Covenants recorded at COB 1371, folio 115 of the records of St. Tammany Parish, and to be made subject to the Restrictive Covenants, Articles of Incorporation and By-Laws of Audubon Lake Subdivision, as amended, recorded in the records of St. Tammany Parish, is described as follows, to-wit:

A parcel designated as Lake Audubon Estates Subdivision as per map and plat of survey of Kelly McHugh & Associates dated January 10, 1989, of record in Clerk's Map File No. 1016-B of the records of St. Tammany Parish, Louisiana, described as follows:

Square A:

A certain parcel of ground situated in Section 40, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, and more fully described as follows:

From the Section Corner common to Sections 35, 36 & 41, Township 7 South, Range 11 East, run North 67 degrees 12 minutes West, 668.70'; thence North 21 degrees 07 minutes 52 seconds East, 232.10'; thence North 66 degrees 57 minutes 17 seconds West, 569.65'; thence South 22 degrees 43 minutes 26 seconds West, 14.98'; thence North 67 degrees 16 minutes 34 seconds West, 676.39' to the Point of Beginning.

From the Point of Beginning run South 23 degrees 02 minutes 43 seconds West, 270.00' thence North 67 degrees 16 minutes 34 seconds West, 886.99'; thence North 30 degrees 13 minutes 08 seconds East, 272.33'; thence South 67 degrees 16 minutes 34 seconds East, 852.96' to the Point of Beginning.

Said parcel contains 5.392 acres.

Square B:

A certain parcel of ground situated in Section 40, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, and more fully described as follows:

From the Section Corner common to Sections 35, 36 & 41, Township 7 South, Range 11 East, run North 67 degrees 12 minutes West, 668.70'; thence North 21 degrees 07 minutes 52 seconds East, 232.10'; thence North 66 degrees 57 minutes 17 seconds West, 569.65'; thence South 22 degrees 43 minutes 26 seconds West, 14.98'; thence North 67 degrees 16 minutes 34 seconds West, 5.55' to the Point of Beginning.

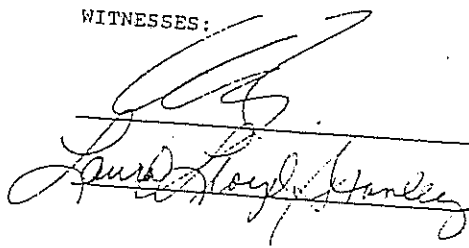
From the Point of Beginning run South 22 degrees 43 minutes 26 seconds West, 210.00'; thence North 67 degrees 16 minutes 34 seconds West, 572.02'; thence North 23 degrees 02 minutes 43 seconds East, 210.00'; thence South 67 degrees 16 minutes 34 seconds East, 570.84; to the Point of Beginning.

Said parcel contains 2.755 acres.

In all other respects, the remaining portions of the original Dedication of Servitudes, Easements and Restrictive Covenants, other than as supplemented and amended shall remain the same.

1989. THUS DONE AND SIGNED on the 20th day of December

WITNESSES:

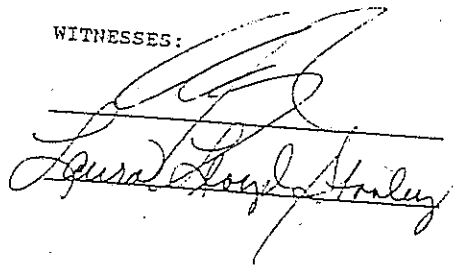

Laura Lloyd Stanley

BENNETT BROTHERS DEVELOPMENT,
A PARTNERSHIP

By: Kevin T. Bennett
KEVIN T. BENNETT, Partner

1989. THUS DONE AND SIGNED on the 20th day of December

WITNESSES:


Laura Lloyd Stanley

PREMIER BANK, N.A.

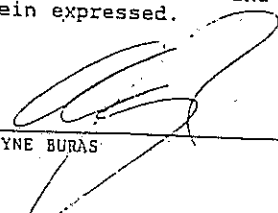
By: [Signature]

ACKNOWLEDGEMENT

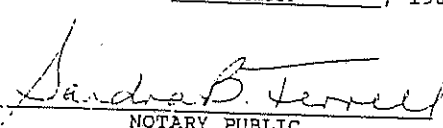
STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BEFORE ME, the undersigned authority, personally came and appeared: A. Wayne Buras, who, after being duly sworn, did depose and state that he/she was a witness, along with Laura Lloyd Stanley, to the above and foregoing instrument; that he/she saw Kevin T. Bennett execute the same in his/her presence and appearer knows of his/her own knowledge that the said party executed said instrument of his/her own free will and accord, for the uses, purposes and benefits therein expressed.


A. WAYNE BURAS

Sworn to and subscribed before me this
20th day of December, 1989.

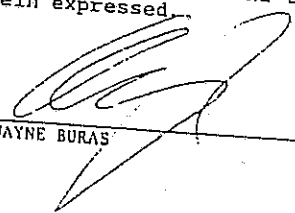

NOTARY PUBLIC

My commission expires at death.

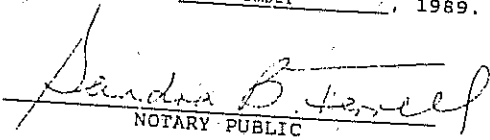
ACKNOWLEDGEMENT

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

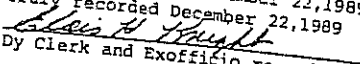
BEFORE ME, the undersigned authority, personally came and appeared: A. Wayne Buras, who, after being duly sworn, did depose and state that he/she was a witness, along with Laura Lloyd Stanley, to the above and foregoing instrument; that he/she saw Thomas W. Tanner, Jr. execute the same in his/her presence and appearer knows of his/her own knowledge that the said party executed said instrument of his/her own free will and accord, for the uses, purposes and benefits therein expressed.


A. WAYNE BURAS

Sworn to and subscribed before me this
20th day of December, 1989.


NOTARY PUBLIC

My commission expires at death.

Filed for record December 22, 1989
Truly recorded December 22, 1989

By Clerk and Exofficio recorder

SIXTH ACT OF MODIFICATION OF
SERVITUDES, EASEMENTS AND
RESTRICTIVE COVENANTS

UNITED STATES OF AMERIC
STATE OF LOUISIANA

BY: BENNETT BROTHERS DEVELOPMENT,
A PARTNERSHIP

PERSONALLY CAME AND APPEARED;

BENNETT BROTHERS DEVELOPMENT, A PARTNERSHIP, a Louisiana partnership, domiciled in St. Tammany Parish, Louisiana, its Partnership Agreement having been filed with the Secretary of State, State of Louisiana, in Miscellaneous Book 90, folio 96, of the records of St. Tammany Parish, herein represented by Kevin T. Bennett, a partner, which permanent mailing address is Route 6, Box 17, Covington, Louisiana 70433, hereinafter referred to as "Bennett Brothers";

who declare as follows:

WHEREAS, Bennett Brothers is the owner and developer of property known as Audubon Lake Subdivision, located in St. Tammany Parish, Louisiana;

WHEREAS, Audubon Lake Subdivision is developed in the following phases:

- (a) Phase I - Clerk's Map File No. 1000-B;
- (b) Phase II-A - Clerk's Map File No. 1012-H;
- (c) Phase II-B - Clerk's Map File No. 1017-A;
- (d) Phase III shall be recorded upon completion.

WHEREAS, Lake Audubon Estates Subdivision is developed in one phase in Clerk's Map File No. 1016-B.

WHEREAS, in accordance with the original Dedication of Servitudes dated January 12, 1989, recorded in COB 1371, folio 115 of the records of St. Tammany Parish, and as amended, the developer as owning fifty-one (51) percent of the property subject to the restrictions is entitled to make amendments thereto in connection with the orderly administration and development of Audubon Lakes Subdivision; pursuant to the authorization of the original Dedication of Servitudes and Restrictions, the undersigned Bennett Brothers does hereby amend Article IX of the Restrictive Covenants by adding Sections EE), FF) GG) and HH) to read as follows:

EE) The front of any residence located on Lots 1, 2, 3, 4 and 5 of Lake Audubon Estates Subdivision shall face in the direction of Sharp Road.

FF) The front of any residence located on Lots 6, 7 and 8 of Lake Audubon Estates Subdivision shall face in the direction of Lake Shore Drive as per Plat of Audubon Lake Subdivision; the rear of any residence located on Lot 6, 7 and 8 of Lake Audubon Estates Subdivision shall face in the direction of Sharp Road.

GG) No driveway, alleyway or other passageway shall connect Lot 5 or Lot 6 of Lake Audubon Estates Subdivision to Audubon Lake Drive, the same being strictly prohibited. All access and rights of ingress and egress for Lots 1, 2, 3, 4 and 5 of Lake Audubon Estates Subdivision shall enter and exit on Sharp Road.

HH) All access and rights of ingress and egress for Lots 6, 7 and 8 of Lake Audubon Estates Subdivision shall enter and exit on Lake Shore Drive; the rights of ingress and egress to and from Sharp Road for these Lots is strictly prohibited.

5401.300

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INSTR. # 745452
DT. REG # 270316
FILED ST. TAMMANY PAR
22MAR2016:25 TIF
COB 1016 FOLIO 251
4488 Audubon Estates

In all other respects, the remaining portions of the original Dedication of Servitudes, Easements and Restrictions, other than as supplemented and amended through instruments recorded in the records of St. Tammany Parish and through this instrument shall remain the same.

THIS DONE AND SIGNED on the 17th day of March, 1990.

WITNESSES:

Laura Lloyd Stanley
Antoinette Thomas

BENNETT BROTHERS DEVELOPMENT,
A PARTNERSHIP

By: Kevin T. Bennett
KEVIN T. BENNETT, Partner

[Signature]
NOTARY PUBLIC

Filed for record March 22, 1990
Truly recorded March 22, 1990
Cheryl C. McCarty
By: Clerk and Exofficio recorder

ACT OF CORRECTION AND AMENDMENT
TO THE SIXTH ACT OF MODIFICATION
OF SERVITUDES, EASEMENTS
AND RESTRICTIVE COVENANTS

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. TAMMANY

BY: VERNON AJUBITA, ET AL

PERSONALLY CAME AND APPEARED:

THE UNDERSIGNED LOT OWNERS OF AUDUBON LAKE(S) SUBDIVISION
and LAKE AUDUBON ESTATES SUBDIVISION, St. Tammany Parish,
Louisiana, owning the lots designated below, all persons of the full age
of majority, representing 51% of the total lot ownership, hereinafter
collectively referred to as "Appearers";

who declared as follows:

WHEREAS, Bennett Brothers Development, A Partnership, imposed the original
Servitudes, Easements and Restrictive Covenants on lots in Audubon Lake Subdivision
and Lake Audubon Estates Subdivision by instrument dated January 12, 1989 of
record in COB 1371, folio 115 of the official records of St. Tammany Parish,
Louisiana.

WHEREAS, the following modifications and amendments to the original
Servitudes, Easements and Restrictive Covenants are recorded in the records of St.
Tammany Parish, to-wit:

1. First Act of Modification of Servitudes, Easements and Restrictive
Covenants dated March 8, 1989, of record in COB 1376, folio
204 of the official records of St. Tammany Parish, Louisiana;
2. Second Act of Modification of Servitudes, Easements and
Restrictive Covenants dated March 9, 1989, of record in COB
1376, folio 206 of the official records of St. Tammany Parish,
Louisiana;
3. Third Act of Modification of Servitudes, Easements and Restrictive
Covenants dated June 23, 1989, of record in COB 1388, folio
421 of the official records of St. Tammany Parish, Louisiana;
4. Fourth Act of Modification of Servitudes, Easements and
Restrictive Covenants dated August 18, 1989, of record in COB
1395, folio 912 of the official records of St. Tammany Parish,
Louisiana;
5. Fifth Act of Modification of Servitudes, Easements and Restrictive
Covenants dated December 20, 1989, of record in COB 1407,
folio 936 of the official records of St. Tammany Parish, Louisiana;
6. Sixth Act of Modification of Servitudes, Easements and Restrictive
Covenants dated March 19, 1990, of record in COB 1416, folio
256 of the official records of St. Tammany Parish, Louisiana;
7. Seventh Act of Modification of Servitudes, Easements and
Restrictive Covenants dated March 25, 1990, of record in COB
1425, folio 102 of the official records of St. Tammany Parish,
Louisiana;

8. Eighth Act of Modification of Servitudes, Easements and Restrictive Covenants dated September 24, 1990, of record in COB 1488, folio 872 of the official records of St. Tammany Parish, Louisiana;
9. Ninth Act of Modification of Servitudes, Easements and Restrictive Covenants dated February 8, 1994, of record in the conveyance records of St. Tammany Parish, at instrument #894082 of the official records of St. Tammany Parish, Louisiana.

WHEREAS, an error occurred in the lettering of the Sixth Act of Modification of Servitudes, Easements and Restrictive Covenants recorded at COB 1416, folio 2 by designating an added Subsection EE), when in fact the Third Act of Modification of Servitudes, Easements and Restrictive Covenants recorded at COB 1388, folio 421 contained a Subsection EE);

WHEREAS, Appearers do correct and amend the Sixth Act of Modification of Servitudes, Easements and Restrictive Covenants dated March 19, 1990, recorded in COB 1416, folio 256 to provide that Subsection FF), GG), HH), II) are added to Article IX, Section 1, to read as follows:

FF) The front of any residence located on Lots 1, 2, 3, 4 and 5 of Lake Audubon Estates Subdivision shall face in the direction of Sharp Road.

GG) The front of any resident located on Lots 6, 7 and 8 of Lake Audubon Estates Subdivision shall face in the direction of Lake Shore Drive as per Plat of Audubon Lake Subdivision; the rear of any residence located on Lot 6, 7 and 8 of Lake Audubon Estates Subdivision shall face in the direction of Sharp Road.

HH) Except for a pedestrian and bicycle access and right-of-way located along the rear of Lots 1 through 5, inclusive, Lake Audubon Estates Subdivision, no driveway, alleyway or other passageway shall connect Lot 5 or Lot 6 of Lake Audubon Estates Subdivision to Audubon Lake Drive, the same being strictly prohibited. Except for the pedestrian and bicycle access along the rear of Lots 1 through Lot 5, inclusive, Lake Audubon Estates Subdivision, all access and rights of egress and ingress for Lots 1, 2, 3, 4 and 5 of Lake Audubon Estates Subdivision shall enter and exit on Sharp Road.

II) All access and rights of ingress and egress for Lots 6, 7 and 8 of Lake Audubon Estates Subdivision shall enter and exit on Lake Shore Drive; the rights of ingress and egress to and from Sharp Road for these lots is strictly prohibited.

The original Subsection EE) regarding gas lights added to the restrictive covenants in the Third Act of Modification of Servitudes, Easements and Restrictive Covenants recorded at COB 1388, folio 421 shall remain in effect.

In all other respects, the remaining portions of the original Dedication of Servitudes, Easements and Restrictive Covenants, other than as supplemented and amended through instruments recorded in the records of St. Tammany Parish and through this instrument shall remain the same.

The undersigned requests that the Clerk of Court for St. Tammany Parish, Louisiana make mention of this Act of Correction in the margin of record at COB 1371, folio 115 and COB 1416, folio 256 all to serve as occasion may require.

THUS DONE AND SIGNED on the 14 day of Jan, 1995
in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Sirley A. Place

Edward H. Weaver

Dawn H. Smith
Dawn H. Smith
(Print Name Here)

Owner of Lot 35

C. Lynn Smith, Sr.
C. Lynn Smith, Sr.
(Print Name Here)

Owner of Lot 35

THUS DONE AND SIGNED on the 14 day of Jan, 1995
in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward H. Weaver

Sirley A. Place

Victor S. Baricev
Victor S. Baricev
(Print Name Here)

Owner of Lot 42

Geraldine D. Baricev
Geraldine D. Baricev
(Print Name Here)

Owner of Lot 42

THUS DONE AND SIGNED on the 14 day of Jan, 1995
in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Sirley A. Place

Edward H. Weaver

Stephanie Bellatti
Stephanie Bellatti
(Print Name Here)

Owner of Lot 33

John T. Bellatti
John T. Bellatti
(Print Name Here)

Owner of Lot 33

THIS DONE AND SIGNED on the 14th day of Jan, 1994⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward G. Weaver

[Signature]

Mitch Richard

(Print Name Here)

Owner of Lot 25

Shirley G. Pless

[Signature]

SUSAN RICHARD

(Print Name Here)

Owner of Lot 25

THIS DONE AND SIGNED on the 14th day of Jan, 1994⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward G. Weaver

[Signature]

Stanley C. Smith

(Print Name Here)

Owner of Lot 24

Shirley G. Pless

[Signature]

Dandi P. Smith

(Print Name Here)

Owner of Lot 24

THIS DONE AND SIGNED on the 14th day of Jan, 1994⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward G. Weaver

[Signature]

BOBBIE B. McFARLAND

(Print Name Here)

Owner of Lot 26

Shirley G. Pless

[Signature]

William H. McFarland

(Print Name Here)

Owner of Lot 26

THIS DONE AND SIGNED on the 14th day of Jan., 1994⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward G. Weaver

[Signature]

A. VANDEN BERG
(Print Name Here)
Owner of Lot 77

Paul Bronnard

Anna van den Berg
ANNA van den Berg
(Print Name Here)
Owner of Lot 77

THIS DONE AND SIGNED on the 14th day of Jan, 1994⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward G. Weaver

[Signature]

EDWARD W. MENDES
(Print Name Here)
Owner of Lot 74

Paul Bronnard

Andrea Mendes
ANDREA MENDES
(Print Name Here)
Owner of Lot 74

THIS DONE AND SIGNED on the 14th day of Jan., 1994⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward G. Weaver

[Signature]

HARRY E. RICH
(Print Name Here)
Owner of Lot 75

Paul Bronnard

Shari Rich
Shari Rich
(Print Name Here)
Owner of Lot 75

THUS DONE AND SIGNED on the 14th day of Jan, 1994⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

A. J. Piel

Jerril Broussard

Jerril Broussard
(Print Name Here)

Owner of Lot 64

Edward G. Weaver

Paul D. Broussard

PAUL D. BROUSSARD
(Print Name Here)

Owner of Lot 64

THUS DONE AND SIGNED on the 14th day of Jan, 1995 in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward G. Weaver

Charles E. Guin

CHARLES E. GUIN
(Print Name Here)

Owner of Lot 63

Paul D. Broussard

Vicki P. Guin

VICKI P. GUIN
(Print Name Here)

Owner of Lot 63

THUS DONE AND SIGNED on the 14 day of Jan, 1994⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward G. Weaver

Rubeta Conrad

RUBETA CONRAD
(Print Name Here)

Owner of Lot 5

Helena A. Trumbly

Clemence F. Conrad

CLEMENCE F. CONRAD
(Print Name Here)

Owner of Lot 5

THIS DONE AND SIGNED on the 14 day of Jan, 1994⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward G. Weaver

ANTHONY TRENDETE
A. Trendete
(Print Name Here)

Owner of Lot 50

Helen A. Trimby

Richard T. ...
Richard T. ...
(Print Name Here)

Owner of Lot 50

THIS DONE AND SIGNED on the 14 day of Jan, 1995 in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward G. Weaver

RICHARD V. PAULY
Richard V. Pauly
(Print Name Here)

Owner of Lot 8

Fannie P. Allen

Sharon A. Pauly
Sharon A. Pauly
(Print Name Here)

Owner of Lot 8

THIS DONE AND SIGNED on the 14 day of Jan, 1995 in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward G. Weaver

Rachael G. Creech
Rachael G. Creech
(Print Name Here)

Owner of Lot 48

Helen A. Trimby

G. Stephen Creech
G. Stephen Creech
(Print Name Here)

Owner of Lot 48

THIS DONE AND SIGNED on the 14th day of Jan., 199⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward G. Weaver

MARSHA PAZOS
(Print Name Here)

Owner of Lot 14

Helena A. Jimby

PAUL E. PAZOS
(Print Name Here)

Owner of Lot 14

THIS DONE AND SIGNED on the 14th day of Jan., 199⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward G. Weaver

Kristi M. Galita
(Print Name Here)

Owner of Lot 16

Helena A. Jimby

VERNON P. GALITA
(Print Name Here)

Owner of Lot 16

THIS DONE AND SIGNED on the 14 day of Jan, 199⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward G. Weaver

Dan SHAPIRO
(Print Name Here)

Owner of Lot 47

Helena A. Jimby

Dottie Shapiro
(Print Name Here)

Owner of Lot 47

THIS DONE AND SIGNED on the 14 day of Jan, 199⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward B. Weaver

Donald F. Haefer
Donald F. Haefer
(Print Name Here)

Owner of Lot 46

Allen A. Quimby

Paula R. Hoefner
Paula R. Hoefner
(Print Name Here)

Owner of Lot 46

THIS DONE AND SIGNED on the 14 day of Jan, 199⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward B. Weaver

Randolph Hoops
Randolph Hoops
(Print Name Here)

Owner of Lot 11

Allen A. Quimby

Dorothy L. Kroop
Dorothy L. Kroop
(Print Name Here)

Owner of Lot 11

THIS DONE AND SIGNED on the 14 day of Jan, 199⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward B. Weaver

Norman R. Schuler
Norman R. Schuler
(Print Name Here)

Owner of Lot 28

Shirley A. Plue

Mary Ellen Schuler
Mary Ellen Schuler
(Print Name Here)

Owner of Lot 28

THUS DONE AND SIGNED on the 14 day of Jan, 1994⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward G. Weaver

Cheryl H. Oswald
Cheryl H. Oswald
(Print Name Here)

Owner of Lot 29

Stirley A. Phee

William S. Oswald
William S. Oswald
(Print Name Here)

Owner of Lot 29

THUS DONE AND SIGNED on the 14 day of Jan, 1995 in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward G. Weaver

James M. Bell
JAMES M. BELL
(Print Name Here)

Owner of Lot 41

Stirley A. Phee

Anita R. Bell
ANITA R. BELL
(Print Name Here)

Owner of Lot 41

THUS DONE AND SIGNED on the 14 day of Jan, 1995⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward G. Weaver

Laurie E. Lester
Laurie E. Lester
(Print Name Here)

Owner of Lot 40

Stirley A. Phee

Gregory S. H. Lester
Gregory S. H. Lester
(Print Name Here)

Owner of Lot 40

THUS DONE AND SIGNED on the 14 day of Jan, 199⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward H. Weaver

Shirley A. Place
Shirley A. Place
(Print Name Here)

Owner of Lot 32

J. T. Bell

Morris C. Place Jr.
MORRIS C. PLACE JR.
(Print Name Here)

Owner of Lot 32

THUS DONE AND SIGNED on the 14 day of Jan, 199⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward H. Weaver

John Allan Petro
JOHN ALLAN PETRO
(Print Name Here)

Owner of Lot 34

Shirley A. Place

Mary Lynn Petro
Mary Lynn Petro
(Print Name Here)

Owner of Lot 34

THUS DONE AND SIGNED on the 20 day of Jan, 199⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward H. Weaver

Frank W. Dimby
Frank W. Dimby
(Print Name Here)

Owner of Lot 51

Clair M. Muback

Helen A. Dimby
Helen A. Dimby
(Print Name Here)

Owner of Lot 51

THUS DONE AND SIGNED on the 21 day of Jan, 199⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward G. Weaver

Peter J. Evola Jr
PETER J. EVOLA JR
(Print Name Here)
Owner of Lot 57

Noel J. Boudreau

Ellen C. Evola
ELLEN C. EVOLA
(Print Name Here)
Owner of Lot 57

THUS DONE AND SIGNED on the 21 day of Jan, 199⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward G. Weaver

Paul J. Korry
PAUL J. KORRY
(Print Name Here)
Owner of Lot 54

Noel J. Boudreau

Dennie C. Korry
DENNIE C. KORRY
(Print Name Here)
Owner of Lot 54

THUS DONE AND SIGNED on the 21 day of Jan, 199⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Paul J. Korry

Noel J. Boudreau
NOEL J. BODREAU
(Print Name Here)
Owner of Lot 56

Edward G. Weaver

Lenny R. Boudreau
Lenny R. Boudreau
(Print Name Here)
Owner of Lot 56

THIS DONE AND SIGNED on the 21 day of Jan., 199⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward G. Weaver

Neil J. Boulanger

[Signature]
JAMES C. WATLEY
(Print Name Here)
Owner of Lot 2

[Signature]
PATRICIA M. WATLEY
(Print Name Here)
Owner of Lot 2

THIS DONE AND SIGNED on the 21 day of Jan., 199⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward G. Weaver

Neil J. Boulanger

[Signature]
Robert G. Williams
(Print Name Here)
Owner of Lot 69

[Signature]
Ginger Williams
(Print Name Here)
Owner of Lot 69

THIS DONE AND SIGNED on the 21 day of Jan, 199⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward G. Weaver

Marileyn S. Steffen

[Signature]
Susan B. Stringer
(Print Name Here)
Owner of Lot 03 Lake Audubon Estates

[Signature]
J. LARRY STRINGER
(Print Name Here)
Owner of Lot 3 LAKE AUDUBON EST.

THIS DONE AND SIGNED on the 21 day of Jan, 199~~4~~⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward G. Weaver

Archie H. Norris
ARCHIE H. NORRIS
(Print Name Here)

Owner of Lot F LAKE AUDUBON ESTS

Marilyn S. Staffler

Susan Norris
SUSAN B. NORRIS
(Print Name Here)

Owner of Lot F LAE

THIS DONE AND SIGNED on the 21 day of Jan, 199~~4~~⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward G. Weaver

Anthony F. Marino
ANTHONY F. MARINO
(Print Name Here)

Owner of Lot 5 LAE Lake Audubon ESTS

Marilyn S. Staffler

Deborah D. Marino
Deborah D. Marino
(Print Name Here)

Owner of Lot 5 LAE

THIS DONE AND SIGNED on the 21 day of Jan, 199~~4~~⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Anthony F. Marino

Marilyn S. Staffler
MARILYN S. STAFFLER
(Print Name Here)

Owner of Lot 4 LAE Lake Audubon Estates

Edward G. Weaver

Stephen Staffler
STEPHEN STAFFLER
(Print Name Here)

Owner of Lot 4 LAE

THIS DONE AND SIGNED on the 21 day of Jan, 199⁵ in
the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward A. Weaver

~~David A. Damour~~
DAVID A. DAMOUR
(Print Name Here)

Owner of Lot 60

Marilyn S. Staffier

Sue Ellen J. Damour
SUE ELLEN J. DAMOUR
(Print Name Here)

Owner of Lot 60

THIS DONE AND SIGNED on the 21 day of Jan, 199⁵
in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward A. Weaver

Nancy K. Ress
NANCY K. RESS
(Print Name Here)

Owner of Lot 81

Marilyn S. Staffier

Kenneth R. Ress
KENNETH R. RESS
(Print Name Here)

Owner of Lot 81

THIS DONE AND SIGNED on the 21 day of Jan, 199⁵
in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward A. Weaver

Gregory C. Weiss
GREGORY C. WEISS
(Print Name Here)

Owner of Lot 70

Marilyn S. Staffier

Mavis C. Weiss
Mavis C. Weiss
(Print Name Here)

Owner of Lot 70

THUS DONE AND SIGNED on the 21 day of Jan, 199⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward H. Weaver

Robert A. May Jr
(Print Name Here)

Owner of Lot 67

Marilyn S. Staffier

Patricia S. May
(Print Name Here)

Owner of Lot 67

THUS DONE AND SIGNED on the 21 day of Jan, 199⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward H. Weaver

Robert A. Contreras
(Print Name Here)

Owner of Lot 43

Marilyn S. Staffier

Monica R. Contreras
(Print Name Here)

Owner of Lot 43

THUS DONE AND SIGNED on the 21 day of Jan, 199⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward H. Weaver

James R. Mahlum
(Print Name Here)

Owner of Lot 4

Marilyn S. Staffier

Margaret M. Mahlum
(Print Name Here)

Owner of Lot 4

THUS DONE AND SIGNED on the 21st day of Jan, 199⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward A. Weaver

Donald W. Gillman
Donald W. Gillman
(Print Name Here)

Owner of Lot 3

Marilyn S. Staffer

(Print Name Here)
Owner of Lot _____

THUS DONE AND SIGNED on the 21 day of January, 199⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward A. Weaver

Scott Pevoto
Scott Pevoto
(Print Name Here)

Owner of Lot 45

Marilyn S. Staffer

Darlene Pevoto
DARLENE PEVOTO
(Print Name Here)

Owner of Lot 45

THUS DONE AND SIGNED on the 22 day of Jan, 199⁵ in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward A. Weaver

Dan P. O'Bryan
DAN P. O'BRYAN
(Print Name Here)

Owner of Lot 58

Noel J. Bondrey

Susan L. O'Bryan
SUSAN L. O'BRYAN
(Print Name Here)

Owner of Lot 58

THIS DONE AND SIGNED on the 22 day of Jan, 1995 in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

Edward A. Weaver

Stephen D. Marx
STEPHEN D. MARX
(Print Name Here)
Owner of Lot 55

Nell J. Bouhamp

Deborah Ginsburg Marx
(Print Name Here)
Owner of Lot 55

THIS DONE AND SIGNED on the _____ day of _____, 1995 in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

(Print Name Here)
Owner of Lot _____

(Print Name Here)
Owner of Lot _____

THIS DONE AND SIGNED on the _____ day of _____, 1995 in the presence of the undersigned witnesses after reading of the whole.

WITNESSES:

(Print Name Here)
Owner of Lot _____

(Print Name Here)
Owner of Lot _____

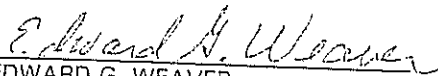
UNITED STATES OF AMERICA

STATE OF LOUISIANA

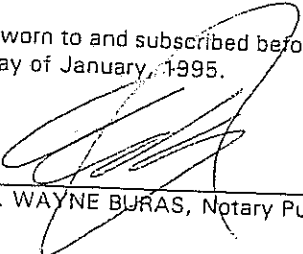
PARISH OF ST. TAMMANY

ACKNOWLEDGMENT BY WITNESS

BEFORE ME, A. WAYNE BURAS, Notary Public, duly commissioned and qualified within and for the State and Parish aforesaid, PERSONALLY CAME AND APPEARED: EDWARD G. WEAVER, who declared and acknowledged to me, Notary, under oath after being by me duly sworn that he signed the foregoing instrument as a witness and that the signatures of all parties thereto are genuine and made in the presence of the undersigned witness as the free will, and deed of the said parties, and for the purposes and consideration therein expressed.


EDWARD G. WEAVER

Sworn to and subscribed before me, this 25th
day of January, 1995.


A. WAYNE BURAS, Notary Public

SEVENTH ACT OF MODIFICATION OF
SERVITUDES, EASEMENTS AND
RESTRICTIVE COVENANTS

UNITED STATES OF AMERICA
STATE OF LOUISIANA

BY: BENNETT BROTHERS DEVELOPMENT,
A PARTNERSHIP

INST. # 752760
ST. REG # 28302-
FILED BY TAMMANY PAR
RECORDED 10/10/02
102

PERSONALLY CAME AND APPEARED:

BENNETT BROTHERS DEVELOPMENT, A PARTNERSHIP, a Louisiana
partnership, domiciled in St. Tammany Parish, Louisiana, and
its Partnership Agreement having been filed with the
Secretary of State, State of Louisiana, and in
Miscellaneous Book 90, folio 96 of the records of St.
Tammany Parish, Louisiana, herein represented by Kevin
T. Bennett, a partner, its mailing address is Route 6,
Box 17, Covington, Louisiana 70433, (hereinafter
referred to as "Bennett Brothers");

HUSAN JASKARI ST. LAURENT, wife of/and RANDALL M. ST.
LAURENT, both persons of the full age of majority,
residents of and domiciled in St. Tammany Parish,
Louisiana, their mailing address is 202 Trinity Lane,
Mandeville, Louisiana 70448, (hereinafter referred to
as "St. Laurent"); and

MELISSA GISEVIUS BROWN, wife of/and PERRY J. BROWN, both
persons of the full age of majority, residents of and
domiciled in Jefferson Parish, their mailing address is
34 Metairie Lawn, Metairie, Louisiana 70006,
(hereinafter referred to as "Brown").

WHEREAS, the appearer herein, Bennett Brothers, is the owner
of all of the Class B memberships and pursuant to Article IV of the
original Dedication of Servitudes, dated January 12, 1989, of
record in COB 1371, folio 115 of the records of St. Tammany Parish,
the developer is authorized and empowered to add additional
property to the scheme of dedication and therefore subject to the
Articles, By-Laws and Restrictive Covenants recorded in the
official records of St. Tammany Parish, Louisiana.

WHEREAS, in accordance with the original Dedication of
Servitudes, dated January 12, 1989, of record in COB 1371, folio
115 of the records of St. Tammany Parish, as amended, the Appearers
as owning greater than 51% of the property subject to the
restrictions are entitled to make amendments thereto in connection
with the orderly administration and development of Audubon Lake
Subdivision; pursuant to the authorization of the original
Dedication of Servitudes and Restrictions, the undersigned desire
to amend Article IX, Subsection E), in order to allow the
maintenance of boats and other vehicles along the side of the
house, in accordance with the particularly set out hereinbelow.

File: 5401-300

NOW THEREFORE, pursuant to the said authorization in Article IV of the Dedication of Servitudes, the appearers herein do hereby amend Article I of the Dedication of Servitudes, Easements and Restrictions recorded at COB 1371, folio 115 of the records of St. Tammany Parish, to add the following parcels of property to be encumbered by the Dedication of Servitudes, Easements and Restrictions recorded as aforesaid and as amended, and to further be encumbered by the Articles of Incorporation and By-Laws of Audubon Lake Homeowners Association, Inc. recorded in the official records of St. Tammany Parish, Louisiana.

The parcels of property to be added to Article I of the Dedication of Servitudes, Easements and Restrictive Covenants recorded at COB 1371, folio 115 of the records of St. Tammany Parish, Louisiana, are described as follows, to-wit:

ALL THAT CERTAIN PIECE OR PARCEL OF GROUND, together with all the buildings and improvements thereon, all the rights, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereunto belonging or anywise appertaining thereto, situated in Section 40, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, described according to a survey by Kelly McHugh & Associates, Inc., dated February 20, 1990 attached to act recorded at COB 1413, folio 654 of the official records of St. Tammany Parish, Louisiana, and more particularly described as follows, to-wit:

From the Section corner common to Section 35, 36 and 41, Township 7 South, Range 11 East, run North 67 degrees 12 minutes West 668.70 feet; thence North 21 degrees 07 minutes 52 seconds East 232.10 feet; thence North 66 degrees 57 minutes 17 seconds West 205.00 feet to the Point of Beginning.

From the Point of Beginning run South 23 degrees 02 minutes 43 seconds West a distance of 510.00 feet; thence North 66 degrees 57 minutes 17 seconds West a distance of 67.65 feet; thence South 29 degrees 52 minutes 43 seconds West a distance of 203.42 feet; thence South 88 degrees 52 minutes 43 seconds West a distance of 310.00 feet; thence South 67 degrees 11 minutes 37 seconds West a distance of 411.10 feet; thence North 18 degrees 37 minutes 17 seconds West a distance of 265.00 feet; thence North 71 degrees 22 minutes 43 seconds East a distance of 60.00 feet; thence North 18 degrees 37 minutes 17 seconds West a distance of 15.00 feet to a point of curve; thence along a curve to the right having a radius of 626.98 feet, a central angle of 003 degrees 14 minutes 12 seconds, an arc length of 90.13 feet, a chord which bears North 14 degrees 30 minutes 11 seconds West; thence North 82 degrees 43 minutes 54 seconds East a distance of 200.43 feet; thence North 01 degrees 33 minutes 45 seconds East a distance of 209.60 feet; thence North 23 degrees 02 minutes 43 seconds East a distance of 229.99 feet; thence North 67 degrees 16 minutes 34 seconds West a distance of 180.00 feet; thence North 23 degrees 02 minutes 43 seconds East a distance of 60.00 feet; thence South 67 degrees 16 minutes 34 seconds East a distance of 572.02 feet; thence North 22 degrees 43 minutes 26 seconds East a distance of 210.00 feet; thence South 67

degrees 16 minutes 34 seconds East a distance of 5.55 feet; thence North 22 degrees 43 minutes 26 seconds East a distance of 14.98 feet; thence South 66 degrees 57 minutes 17 seconds East a distance of 364.65 feet to the Point of Beginning.

Said parcel contains 13.44 acres.

AND,

ALL THAT CERTAIN PIECE OR PARCEL OF GROUND, together with all the buildings and improvements thereon, all the rights, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereunto belonging or anyway appertaining thereto, situated in Section 40, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, being more particularly described as follows:

From the Section corner common to Sections 35, 36 and 41, Township 7 South, Range 11 East, run North 67 degrees 12 minutes West 668.70 feet; thence North 21 degrees 07 minutes 52 seconds East 232.10 feet; thence North 66 degrees 57 minutes 17 seconds West 569.65 feet; thence South 22 degrees 43 minutes 26 seconds West 14.98 feet; thence North 67 degrees 16 minutes 34 seconds West 679.39 feet; thence South 23 degrees 02 minutes 43 seconds West 270.00 feet; thence North 67 degrees 16 minutes 34 seconds West 886.99 feet; thence South 30 degrees 13 minutes 08 seconds West 1,392.15 feet to the Point of Beginning.

From the Point of Beginning, run South 59 degrees 46 minutes 52 seconds East 170.25 feet; thence along a curve to the left with a radius of 420.00 feet, and an arc length of 20.24 feet; thence South 00 degrees 00 minutes 08 seconds East 66.51 feet; thence South 17 degrees 22 minutes 42 seconds West 211.66 feet; thence South 30 degrees 13 minutes 08 seconds West 336.65 feet; thence North 59 degrees 46 minutes 52 seconds West 271.00 feet; thence North 30 degrees 13 minutes 08 seconds East 327.67 feet back to the Point of Beginning.

Said parcel contains approximately 3.5 acres.

NOW THEREFORE, pursuant to the authority for amendment contained in Article X of the original Dedication of Servitudes, the Appearers do hereby amend Article IX, entitled "Restrictions for Use of Property", Subsection E) therein, to henceforth read as follows:

E) No junk vehicles, commercial vehicles, trailer, camp truck, mobile home, house trailer, modular home, geodesic dome, prefabricated home, or home designed for movement on wheels, or other machinery or equipment (other than heating, air conditioning, and pool equipment and other appliances and machinery directly related to a residence) of any kind or character shall be kept or maintained upon the Property, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any lot; the parking of any vehicle within a street right-of-way is strictly prohibited. Provided, however, recreational vehicles, recreational trailers, or boats on a trailer (vehicle) may be kept or maintained on a lot when enclosed by a fence and approved by the Architectural Control Committee. The location of both the fence and vehicle must be approved by the Architectural Control Committee.

In all other respects, the remaining portions of the original Dedication of Servitudes, Easements and Restrictive Covenants, other than as supplemented herein, shall remain the same.

THUS DONE AND PASSED in my office in Covington, Louisiana, on the 25th day of March, 1990.

WITNESSES:

BENNETT BROTHERS DEVELOPMENT,
A PARTNERSHIP

[Signature]
[Signature]

By: [Signature]
KEVIN T. BENNETT, Partner
[Signature]
SUSAN JASKARI ST. LAURENT
[Signature]
RANDALL M. ST. LAURENT

[Signature]
MELISSA GISEVIUS BROWN

[Signature]
PERRY J BROWN

[Signature]
NOTARY PUBLIC

Filed for Record June 19, 1990
Truly recorded June 19, 1990

[Signature]
Dy. Clerk and Exofficio Recorder

EIGHTH ACT OF MODIFICATION OF
SERVITUDES, EASEMENTS AND
RESTRICTIVE COVENANTS

UNITED STATES OF AMERICA
STATE OF LOUISIANA

BY: BENNETT BROTHERS DEVELOPMENT,
A PARTNERSHIP

PERSONALLY CAME AND APPEARED:

INSTR. # 801869
DT. REC # 800954
FILED ST. TAMMANY PARISH
LOUISIANA
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BENNETT BROTHERS DEVELOPMENT, A PARTNERSHIP, a partnership, domiciled in St. Tammany Parish, Louisiana, Partnership Agreement having been filed with the Secretary of State, State of Louisiana, and in Miscellaneous Book 90, folio 96 of the records of St. Tammany Parish, Louisiana, herein represented by Kevin T. Bennett, a partner, its mailing address is Route 6, Box 17, Covington, Louisiana 70433, (hereinafter referred to as "Bennett Brothers");

DEBORAH BERRIGAN, wife of and GEORGE A. HALLAL, JR., both persons of the full age of majority, residents of and domiciled in St. Bernard Parish, Louisiana, each having been married but once and then to the other and are presently living and residing together in lawful wedlock;

who declare as follows:

WHEREAS, BENNETT BROTHERS, A PARTNERSHIP and Premier Bank, N.A. did execute a Fifth Act of Modification of Servitudes, Easements and Restrictive Covenants incorporating additional property owned or previously owned by Premier Bank, N.A. in the scheme of Servitudes, Easements and Restrictive Covenants dedicated for Audubon Lake Subdivision, St. Tammany Parish, Louisiana;

WHEREAS, the parcel of property added pursuant to the Fifth Act of Modification of Servitudes, Easements and Restrictive Covenants executed on December 20, 1989, recorded at COB 1407, folio 936 is described therein as Square A and Square B in accordance with a survey by Kelly McHugh & Associates dated January 10, 1989 of record in Clerk's Map File 1016B and is designated in accordance with said plat as Lake Audubon Estates Subdivision.

WHEREAS, Premier Bank, N.A. purported to own all of the property therein described as the annexed property and labeled as Square A and Square B, but in fact had previously sold Lot 6 of Lake Audubon Estates Subdivision to Deborah Berrigan, wife of and George A. Hallal, Jr. by deed dated October 20, 1989 of record in COB 1402, folio 142 of the official records of St. Tammany Parish, Louisiana.

WHEREAS, in order to cure the defect in the Fifth Act of Modification of Servitudes, Easements and Restrictive Covenants was purported to impose Restrictive Covenants upon property not owned by Premier Bank, N.A. by now incorporating Lot 6 of Lake Audubon Estates

Subdivision as per the plat of survey by Kelly McHugh & Associates dated January 10, 1989, of record in Clerk's Map File No. 1016B ("Incorporated Property") into the scheme of development for Lake Audubon Estates Subdivision, the appearers herein do execute this EIGHTH ACT OF MODIFICATION OF SERVICITUDES, EASEMENTS AND RESTRICTIVE COVENANTS in order to ratify and confirm the Fifth Act of Modification of Servitudes, Easements and Restrictive Covenants recorded at COB 1407, folio 936 in all respects, and to fully encumber the Incorporated Property described hereinabove into the scheme of Servitudes, Easements and Restrictive Covenants encumbering and regulating the land use of property encumbered by the Restrictive Covenants.

The said Deborah Berrigan, wife of/and George A. Hallal, Jr. do appear herein and do subject the Incorporated Property to all of the Restrictive Covenants originally recorded at COB 1371, folio 115 of the records of St. Tammany Parish, and as amended thereafter pursuant to the amendments and modifications of Restrictive Covenants as follows:

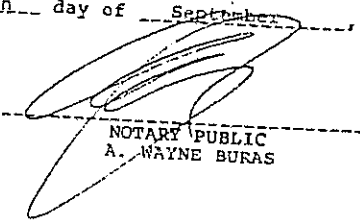
1. First Act of Modification of Servitudes, Easements and Restrictive Covenants dated March 8, 1989, of record in COB 1376, folio 204 of the official records of St. Tammany Parish, Louisiana;
2. Second Act of Modification of Servitudes, Easements and Restrictive Covenants dated March 9, 1989, of record in COB 1376, folio 206 of the official records of St. Tammany Parish, Louisiana;
3. Third Act of Modification of Servitudes, Easements and Restrictive Covenants dated June 23, 1989, of record in COB 1388, folio 421 of the official records of St. Tammany Parish, Louisiana;
4. Fourth Act of Modification of Servitudes, Easements and Restrictive Covenants dated August 18, 1989, of record in COB 1395, folio 912 of the official records of St. Tammany Parish, Louisiana;
5. Fifth Act of Modification of Servitudes, Easements and Restrictive Covenants dated December 20, 1989, of record in COB 1407, folio 936 of the official records of St. Tammany Parish, Louisiana;
6. Sixth Act of Modification of Servitudes, Easements and Restrictive Covenants dated March 19, 1990, of record in COB 1416, folio 256 of the official records of St. Tammany Parish, Louisiana;
7. Seventh Act of Modification of Servitudes, Easements and Restrictive Covenants dated March 25, 1990, of record in COB 1425, folio 102 of the official records of St. Tammany Parish, Louisiana; and

STATE OF LOUISIANA
PARISH OF ST. BERNARD

Before me, the undersigned authority, personally came and appeared Matthew P. Bennett, who by me first duly sworn did depose and states that he/she was a witness to Deborah Berrigan Hallal and George A. Hallal, Jr. signing the Eighth Act of Modification of Servitudes, Easements and Restrictive Covenants.


MATTHEW P. BENNETT

Sworn to and subscribed before me, this
24th day of September, 1990.


NOTARY PUBLIC
A. WAYNE BURAS

FILED FOR RECORD DECEMBER 16, 1991
TRULY RECORDED DECEMBER 16, 1991

Charles G. McCain, Jr.
BY CLERK AND EXOFFICIO RECORDER

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**NINTH ACT OF MODIFICATION OF
SERVITUDES, EASEMENTS AND
RESTRICTIVE COVENANTS**

UNITED STATES OF AMERICA
STATE OF LOUISIANA

BY: BENNETT BROTHERS DEVELOPMENT,
A PARTNERSHIP

PERSONALLY CAME AND APPEARED:

BENNETT BROTHERS DEVELOPMENT, A PARTNERSHIP, a Louisiana partnership, domiciled in St. Tammany Parish, Louisiana, its Partnership Agreement having been filed with the Secretary of State, State of Louisiana, and in Miscellaneous Book 90, folio 96 of the records of St. Tammany Parish, Louisiana, herein represented by Kevin T. Bennett, a partner, its mailing address is Route 6, Box 17, Covington, Louisiana 70433, (hereinafter referred to as "Bennett Brothers");

WHEREAS, the appearer herein, Bennett Brothers, is the owner of all of the Class B memberships and pursuant to Article IV of the original Dedication of Servitudes, dated January 12, 1989, of record in COB 1371, folio 115 of the records of St. Tammany Parish, the developer is authorized and empowered to add additional property to the scheme of dedication and therefore subject to the Articles, By-Laws and Restrictive Covenants recorded in the official records of St. Tammany Parish, Louisiana.

WHEREAS, in accordance with the original Dedication of Servitudes, dated January 12, 1989, of record in COB 1371, folio 115 of the records of St. Tammany Parish, as amended, the Appearers as owning greater than 51% of the property subject to the restrictions are entitled to make amendments thereto in connection with the orderly administration and development of Audubon Lake Subdivision; pursuant to the authorization of the original Dedication of Servitudes and Restrictions, the appearers herein do hereby amend Article I of the Dedication of Servitudes, Easements and Restrictions recorded at COB 1371, folio 115 of the records of St. Tammany Parish, to add the following parcels of property to be encumbered by the Dedication of Servitudes, Easements and Restrictions recorded as aforesaid and as amended, and to further be encumbered by the Articles of Incorporation and By-Laws of Audubon Lake Homeowners Association, Inc. recorded in the official records of St. Tammany Parish, Louisiana.

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The parcel of property to be added to Article I of the Dedication of Servitudes, Easements and Restrictive Covenants recorded at COB 1371, folio 115 of the records of St. Tammany Parish, Louisiana, is described as follows, to-wit:

ALL THAT CERTAIN PIECE OR PARCEL OF GROUND, together with all the buildings and improvements thereon, all the rights, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereunto belonging or anywise appertaining thereto, situated in Section 40, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, described according to a plat by Kelly McHugh & Associates, Inc., dated June 4, 1993, recorded in Clerk Map File No. 1169 of the official records of St. Tammany Parish, Louisiana, and more particularly described as follows, to-wit:

From the Section corner common to Sections 35, 36 and 41, Township 7 South, Range 11 East, run North 67 degrees 12 minutes West 668.70 feet; thence North 21 degrees 07 minutes 52 seconds East 232.10 feet; thence North 66 degrees 57 minutes 17 seconds West 569.65 feet thence South 22 degrees 43 minutes 26 seconds West, 14.98 feet; thence North 67 degrees 16 minutes 34 seconds West, 679.39 feet; thence South 23 degrees 02 minutes 43 seconds West, 270.00 feet; thence North 67 degrees 16 minutes 34 seconds West, 886.99 feet; thence South 30 degrees 13 minutes 08 seconds West, 1119.82 feet to the POINT OF BEGINNING.

From the POINT OF BEGINNING, run South 59 degrees 46 minutes 52 seconds East 170.25 feet; thence 20.24 feet along a curve concave to the left with a radius of 420.00 feet, and an chord which bears South 61 degrees 09 minutes 43 seconds East; thence South 00 degrees 00 minutes 08 seconds East 66.51 feet; thence South 17 degrees 22 minutes 42 seconds West 211.66 feet; thence South 30 degrees 13 minutes 08 seconds West 336.65 feet; thence North 59 degrees 46 minutes 52 seconds West 271.00 feet; thence North 30 degrees 13 minutes 08 seconds East 600.00 feet back to the Point of Beginning.

In all other respects, the remaining portions of the original Dedication of Servitudes, Easements and Restrictive Covenants, other than as supplemented herein, shall remain the same.

THUS DONE AND PASSED in my office in Covington, Louisiana, on the 8th day of February, 1994.

WITNESSES:

BENNETT BROTHERS DEVELOPMENT, A PARTNERSHIP

Laura Lloyd Stanley
Autumn M Bassett

By: *Kevin T. Bennett*
KEVIN T. BENNETT, Partner

NOTARY PUBLIC

TENTH ACT OF MODIFICATION) UNITED STATES OF AMERICA
OF SERVITUDES, EASEMENTS)
AND RESTRICTIVE COVENANTS) STATE OF LOUISIANA
BY: HELEN ANNETTE QUIMBY, ET AL) PARISH OF ST. TAMMANY

BE IT KNOW THAT on this the 21st day of February, in the year of our Lord, one thousand nine hundred and ninety-six, before me, a notary public duly commissioned and qualified in and for the Parish of St. Tammany, State of Louisiana therein residing, and in the presence of the witnesses hereinafter named and undersigned personally came and appeared:

HELEN ANNETTE QUIMBY,

a person of the full age of majority, appearing herein individually and as agent and attorney-in-fact for the owners of lots in ~~lots~~ Audubon ~~Estates~~ ^{Lake} Subdivision, St Tammany Parish, Louisiana, representing 51% of the total lot ownership as evidenced by the Consent and Powers of Attorney attached hereto and made a part hereof, herein collectively referred to as peers, who declared as follows:

WHEREAS, in accordance with the original dedication of servitudes, dated January 12, 1989, of record in COB 1371, Folio 115 of the records of St. Tammany Parish, as amended, the appearers as owning greater than 51% of the property subject to the restrictions, are entitled to make amendments thereto in connection with the orderly administration and development of ~~lots~~ Audubon ~~Estates~~ ^{Lake} Subdivision; pursuant to the authorization of the original dedication and servitudes and restrictions, as contained in Article X, the appearers do hereby amend Article IX, entitled "Restrictions for Use of Property", Section E therein, to henceforth read as follows:

No junk vehicles, commercial trailers, trailer, camp truck, mobile home, house trailer, modular home, geodesic dome, prefabricated home, or home designed for movement on wheels, or other machinery or equipment (other than heating, air condition, and pool equipment and other appliances and machinery directly related to a residence) of any kind or character shall be kept or maintained upon The Property, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any Lot; the parking of any vehicle within a street right-of-way is strictly

prohibited. Provided, however, recreational vehicles, recreational trailers, or boats on a trailer (vehicle) may be kept or maintained on a lot when enclosed by a fence and approved by the Architectural Control Committee. The location of both the fence and the vehicle must be approved by the Architectural Control Committee.

However, campers trailers and recreational vehicles may be parked on the premises on a temporary basis. Temporary basis shall be construed strictly as the placement of said vehicle on the premises for not more than eleven (11) consecutive days and/or not more than fourteen (14) total days in any thirty (30) day period.

FURTHER, appearer does hereby amend Article IX, subsection B, to read as follows:

No obnoxious or offensive activity shall be carried on upon any Lot or within any dwelling situated upon The Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Members.

Each lot owner shall be required to keep their lot up to community standards as established and/or mandated by the Architectural Control Committee or the Homeowners' Association. In the event that a lot owner fails to maintain his/her lot within acceptable community standards, the Homeowners' Association can direct the owner to do so within seven (7) days of receiving notice to so comply by certified mail. If the lot owner fails to take the necessary remedial measures within the foregoing time delay, the Association may perform the desired maintenance and the lot owner shall be required to reimburse the Homeowners' Association within seven (7) days of demand by certified mail.

FINALLY, appearer does hereby amend Article X, Section 2 to read as follows:

The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community of AUDUBON LAKE. Enforcement of these servitudes, privileges and restrictions shall be by any legal proceeding against any person or persons violating or attempting to violate any servitude, privilege or restriction, either to restrain or enjoin violation or to recover damages, or both; and the failure or forbearance by the Association or the Owner of any Lot to enforce any servitude, privilege or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The provisions hereof may be enforced, without limitation, by the Association, by any Owner of any Lot which becomes subject to the provisions hereof.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach, or any attempted violation or breach of any of the within servitudes, privileges or restrictions, cannot be adequately remedied exclusively by recovery of damages.

In the event the Association is forced to institute legal proceedings against any owner to enforce compliance with these restrictions or to enjoin any violation or breach or attempted breach, the Association shall be entitled to, besides all other remedies provided by this Act of Restriction and the law, reasonable attorneys' fees incurred in prosecuting said legal proceedings.

In all other respects, the remaining portions of the original dedication of servitude, easements and restrictive covenants, and any and all other acts of modifications not in conflict with the amendments set forth herein, shall remain in full force and effect.

THUS DONE AND PASSED in my office in Covington, Louisiana, on the 25 day of February, 1996.

Outy H. Woodrow
WITNESS

Melissa Aparicio
WITNESS

Helene Annette Quimby
HELEN ANNETTE QUIMBY
Individually and as agent and attorney-in-fact for the following lot owners in Audubon Lake Subdivision and Lake Audubon Estate

[Signature]
NOTARY PUBLIC

ELEVENTH ACT OF MODIFICATION) UNITED STATES OF AMERICA
OF SERVITUDES, EASEMENTS)
AND RESTRICTIVE COVENANTS) STATE OF LOUISIANA
)
BY: HELEN ANNETTE QUIMBY, ET AL) PARISH OF ST. TAMMANY

BE IT KNOW THAT on this the 13th day of February, in the year of our Lord, one thousand nine hundred and ninety-six, before me, a notary public duly commissioned and qualified in and for the Parish of St. Tammany, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

HELEN ANNETTE QUIMBY,

a person of the full age of majority, appearing herein individually and as agent and attorney-in-fact for the owners of lots in ~~lake~~ Audubon ^{LaKe} ~~lakes~~ Subdivision, St. Tammany Parish, Louisiana, representing 51% of the total lot ownership as evidenced by the Consent and Powers of Attorney attached hereto and made a part hereof, herein collectively referred to as peers, who declared as follows:

WHEREAS, in accordance with the original dedication of servitudes, dated January 12, 1989, of record in COB 1371, Folio 115 of the records of St. Tammany Parish, as amended, the appearers as owning greater than 51% of the property subject to the restrictions, are entitled to make amendments thereto in connection with the orderly administration and development of ~~lake~~ Audubon ^{LaKe} ~~lakes~~ Subdivision; pursuant to the authorization of the original dedication and servitudes and restrictions, as contained in Article X, the appearers do hereby amend Article IX to add the following:

II) Any lot owner who desires to construct a pool, pond, reflecting pond, fountain, or any construction designed to hold water, which construction exceeds twenty-four (24) inches in depth, must erect a fence enclosing said pond, pool, etc. in compliance with the provisions of Article IX, Section T.

In all other respects, the remaining portions of the original dedication of servitude, easements and restrictive covenants, and any and all other acts of

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modifications not in conflict with the amendments set forth herein, shall remain in full force and effect.

THUS DONE AND PASSED in my office in Covington, Louisiana, on the 27th day of February, 1996.

Robert H. Goodson
WITNESS

Melissa Gaspard
WITNESS

Helen Annette Quimby
HELEN ANNETTE QUIMBY
Individually and as agent and
attorney-in-fact for the
following lot owners in
Audubon Lake Subdivision and
Lake Audubon Estate

[Signature]
NOTARY PUBLIC

TWELFTH ACT OF MODIFICATION) UNITED STATES OF AMERICA
 OF SERVITUDES, EASEMENTS)
 AND RESTRICTIVE COVENANTS) STATE OF LOUISIANA
)
 THE ESTATES OF AUDUBON LAKE) PARISH OF ST. TAMMANY

BE IT KNOW THAT on this the 29th day of February, in the year of our Lord, one thousand nine hundred and ninety-six, before me, a notary public duly commissioned and qualified in and for the Parish of St. Tammany, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

Paul Broussard

a person of the full age of majority, appearing herein individually and as agent and attorney-in-fact for the owners of lots in The Estates of Audubon Lake subdivision, Parish of St. Tammany, State of Louisiana, representing 51% of the total ownership as evidenced by the power of attorney attached hereto and made a part hereof, who declares as follows:

WHEREAS, in accordance with the original dedication of servitudes, dated January 12, 1989, of record in COB 1371, Folio 115 of the records of St. Tammany Parish, as amended, the appearers as owning greater than 51% of the property subject to the restrictions, are entitled to make amendments thereto in connection with the orderly administration and development of The Estates of Audubon Lake subdivision; pursuant to the authorization of the original dedication and servitudes and restrictions, as contained in Article X, the appearers do hereby amend Article IX, entitled "Restrictions for Use of Property", Section T therein, to henceforth read as follows:

Fences may be erected and maintained only after written approval of the location, design and materials by the Architectural Control Committee and further shall comply with the following:

- i) On all lots, except corner lots, the fence may not extend any further towards the front of the lot than a line continuous with the front of the supporting foundation slab and extending to the side property line common with the adjacent lot, so that the fence intersects with the common property line at a NINETY (90) DEGREE angle.

However, or when a home has been erected on the adjacent lot, the further most point that the side lot fence can extend will be along a line equal to the front of the supporting foundation slab of which ever home is closest to the street. When a lot owner desires to extend the side yard fence equal to the front of the front of the supporting foundation slab of the house on the adjacent lot, the construction of the fence will be approved as long as the lot owner has and can present with the permit application, the written consent of the adjacent lot owner(s) to do so.

On all corner lots, the architectural control committee will approve fences which conform in all respects to the restrictive covenants citing specific examples already approved.

- ii) No fences shall utilize barbed wire, creosote posts, chain link or mesh wire fenced material. Fences shall not exceed SEVEN (7') FEET in height. There shall be no front yard fences.
- iii) On any lot which has a common property line with the conservancy area (lake lot) no fence shall be erected, placed or altered within forty (40') feet of the rear property line higher than four (4') feet from the natural grade and the fence shall not be solid fencing such as to block the view to an adjoining lot.

In all other respects, the remaining portions of the original dedication of servitude, easements and restrictive covenants, and any and all other acts of modifications not in conflict with the amendments set forth herein, shall remain in full force and effect.

THUS DONE AND PASSED in Mandeville, Louisiana, on the 29th day of February, 1996.

WITNESS

WITNESS

PAUL BROUSSARD

Individually and as agent and attorney-in-fact for the lot owners of The Estates of Audubon Lake

NOTARY

THIRTEENTH ACT OF MODIFICATION) UNITED STATES OF AMERICA
OF SERVITUDE, EASEMENTS)
AND RESTRICTIVE COVENANTS) STATE OF LOUISIANA
)
THE AUDUBON LAKE) PARISH OF ST. TAMMANY
HOMEOWNERS' ASSOCIATION, INC.)

BE IT KNOWN THAT on this 14th day of Feb., 2002, before me, a notary public, duly commissioned and qualified in and for the Parish of St. Tammany, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

JAN DURIS

a person of the full age of majority, appearing herein in his capacity as the President of the Audubon Lake Homeowners' Association, Inc;

WHEREAS, in accordance with the original dedication of servitudes, dated January 12, 1989, of record in COB 1371, Folio 115 of the records of St. Tammany Parish, as amended, the owners of at least 51% of the lots in the Audubon Lake Subdivision are entitled to make amendments thereto in connection with the orderly administration and development of the Audubon Lake Subdivision;

WHEREAS, in accordance with applicable law including the "Louisiana Homeowners' Association Act", LSA-R.S. 9:1141.1, et seq., the owners of at least 75 % of the lots in the Audubon Lake Subdivision are entitled to establish building restrictions not previously contained in the original dedication of servitudes identified above;

WHEREAS, considering that the requisite vote of the owners has been met, the Board of Directors of the Audubon Lake Homeowners' Association, Inc. has authorized Jan Duris to execute this Thirteenth Act of Modification;

NOW, THEREFORE, pursuant to the authorization of the original "Dedication of Servitudes, Easements and Restrictive Covenants", as contained in Article X, the appearer does hereby amend Article IX, entitled "Restrictions for Use of Property", to henceforth read as follows:

Article IX

Section 1.J Any Owner may install a satellite dish on said Owner's Lot provided the satellite dish is no more than 20 inches in diameter and further provided that the dish is situated such that it is either not visible from any street or, if such placement is not possible, then if the dish is shielded from view which shield must first be approved by the architectural control committee.

Further, pursuant to applicable law, appearer does hereby supplement Article IX, to henceforth read as follows:

Section 1.I No above ground pools shall be erected by any lot owner. For purposes of this Article, an above ground pool shall be defined as any pool consisting of aluminum, tin or galvanized steel walls with a vinyl liner and which is situated on (as opposed to in) the ground and which is greater than twelve feet in diameter and greater than three feet in depth.

In all other respects, the remaining portions of the original dedication of servitudes, easements and restrictive covenants, and any and all other acts of modification not in conflict with the amendment set forth herein, shall remain in full force and effect.

THUS DONE AND PASSED in Mandeville, Louisiana on the 19th of Feb

2002.

WITNESSES:

Mavis C. Weiss

Jan Duris

JAN DURIS, President of
The Audubon Lake Homeowners' Association, Inc.

Jared Duris

[Signature]
NOTARY PUBLIC

FOURTEENTH ACT OF MODIFICATION
OF SERVITUDES, EASEMENTS AND
RESTRICTIVE COVENANTS

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. TAMMANY

By: HARRY RICH, ET AL

BE IT KNOWN, that on this the 15th day of JANUARY, in the year of our Lord, two thousand ~~three~~ ^{FOUR}, before me, Laurie Pennington, a Notary Public duly commissioned and qualified in and for the Parish of St. Tammany, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

HARRY RICH,

a person of the full age of majority, appearing herein individually and as agent and attorney-in-fact for the owners of lots in Audubon Lake Subdivision, St. Tammany Parish, Louisiana, representing fifty-one (51%) percent of the total lot ownership as evidenced by the Consent and Powers of Attorney attached hereto and made a part hereof (hereinafter collectively known as "Appearer"), who declared as follows:

WHEREAS, in accordance with the original dedication of servitudes, dated January 12, 1989, of record in COB 1371, folio 115 of the records of St. Tammany Parish, as amended, Appearer as owning greater than fifty-one (51%) percent of the property subject to the restrictions, are entitled to make amendments thereto in connection with the orderly administration and development of Audubon Lake Subdivision; pursuant to the authorization of the original dedication and servitudes and restrictions, as contained in Article X, Appearer does hereby amend Article IX, entitled "Restrictions for Use of Property," Section D therein, to henceforth read as follows:

Burning: Homeowners, lot owners, their agents, employees, visitors or guests are prohibited from the burning of trash, garbage, leaves, limbs and branches or debris of any kind. No accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any lot. Storage of building materials and equipment shall be permitted during periods of new construction, remodeling, and/or renovation of any improvements located upon any lot.

FURTHER, Appearer does hereby amend Article IX, subsection E, add the following additional language as follows:

Parking: Homeowners, lot owners, their agents, employees, visitors or guests are prohibited from the parking of any vehicle of any kind, whether temporary or not, on any part of the property that is not otherwise traditionally designated for the parking of vehicles such as a garage, driveway, or parking pad. The parking of any vehicle on lawns at any time is strictly prohibited. On-the-street parking also remains strictly prohibited. However, this restriction is not meant to inhibit one-time parking exceptions for deliveries, special events, social or family gatherings where parking in a driveway cannot otherwise be accommodated.

In all other respects, the remaining portions of the original dedication of servitude, easement and restrictive covenants, and any and all other acts of modifications not in conflict with the amendment set forth herein, shall remain in full force and effect.

THUS DONE AND PASSED in my office located in Covington, Louisiana, in the presence of EVERYN R. DILLON and Barbara D. Zoerwes, the two undersigned competent witnesses, who hereunto sign their names with Appearer and me, notary.

WITNESSES:

Everyn R. Dillon
Barbara D. Zoerwes

Harry Rich
HARRY RICH,
Individually and as agent and attorney-in-fact for the for the lot owners in Audubon Lake Subdivision, St. Tammany Parish, Louisiana

Plinio M. Pons
NOTARY PUBLIC

CONSENT AND POWERS OF ATTORNEY

THUS DONE AND SIGNED ON THE 19th DAY OF AUGUST 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

D. M. O'Dell

Way Casler

Ardell M. Lakay
Ardell M. Lakay
Print name here

Leland D. Lakay
Leland D. Lakay
Print name here

Owner of Lot No. 39

THUS DONE AND SIGNED ON THE 2nd DAY OF September 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

D. M. O'Dell

Patricia Bergbet

PATRICIA BERGBET
Print name here

John A. Bergbet
JOHN A. BERGBET
Print name here

Owner of Lot No. 37

THUS DONE AND SIGNED ON THE 2nd DAY OF September 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

Patricia Bergbet

D. M. O'Dell

Dawn G. Smith
Dawn G. Smith
Print name here

C. Lynn Smith, Sr.
C. Lynn Smith, Sr.
Print name here

Owner of Lot No. 35

THUS DONE AND SIGNED ON THE 2nd DAY OF September 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

[Signature]
[Signature]

Michelle Woodall
Michelle Woodall
Print name here
Thomas K. Woodall
Thomas Woodall
Print name here

Owner of Lot No. 38

THUS DONE AND SIGNED ON THE 2nd DAY OF September 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

[Signature]
[Signature]

[Signature]
[Signature]
Print name here
[Signature]
Shane Lerner
Print name here

Owner of Lot No. 40

THUS DONE AND SIGNED ON THE 2 DAY OF September 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

[Signature]
[Signature]

[Signature]
Tim King
Print name here
[Signature]
KAY KONG
Print name here

Owner of Lot No. 42

THUS DONE AND SIGNED ON THE 2^d DAY OF September 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

[Signature]
[Signature]

ROBERT J. CONTIJA

[Signature]
Print name here

MONICA R. CONTIJA
[Signature]
Print name here

Owner of Lot No. 43

THUS DONE AND SIGNED ON THE 2 DAY OF September 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

[Signature]
[Signature]

[Signature]
Michelle R. Parrella
Print name here

[Signature]
Yolanda M. Parrella
Print name here

Owner of Lot No. 44

THUS DONE AND SIGNED ON THE 2^d DAY OF September 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

[Signature]
[Signature]

[Signature]
DAVE M. O'DONNELL
Print name here

[Signature]
BARBARA O'DONNELL
Print name here

Owner of Lot No. 33

THUS DONE AND SIGNED ON THE 2nd DAY OF September 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:
[Signature]
Barbara M. Bennett

[Signature]
Angela S Hummel
Print name here
[Signature]
Samuel C Hummel, Sr.
Print name here

Owner of Lot No. 27

THUS DONE AND SIGNED ON THE 3 DAY OF September 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:
[Signature]
[Signature]

[Signature]
MARIE C PLACE
Print name here
[Signature]
SHIRLEY A PLACE
Print name here

Owner of Lot No. 32

THUS DONE AND SIGNED ON THE 13th DAY OF December 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:
[Signature]
Barbara M. Bennett

[Signature]
Jill M. Petron
Print name here
[Signature]
Mary Lynn Petron
Print name here

Owner of Lot No. 34

THUS DONE AND SIGNED ON THE 10th DAY OF January 2003, in
the presence of the undersigned witnesses after reading of the whole.

Witnesses:

[Signature]
[Signature]

[Signature]
MARSH J. McCABE
Print name here

[Signature]
JOSE E. McCABE
Print name here

Owner of Lot No. 59

THUS DONE AND SIGNED ON THE 10 DAY OF January 2003, in
the presence of the undersigned witnesses after reading of the whole.

Witnesses:

[Signature]
[Signature]

[Signature]
MILTON ALAN HENTON
Print name here

[Signature]
MILTON ALAN HENTON
Print name here

Owner of Lot No. 68

THUS DONE AND SIGNED ON THE ___ DAY OF _____ 2003, in
the presence of the undersigned witnesses after reading of the whole.

Witnesses:

Print name here

Print name here

Owner of Lot No. _____

CONSENT AND POWERS OF ATTORNEY

THIS DONE AND SIGNED ON THE 30 DAY OF SEPT 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

[Signature]

Giving B. Campbell

[Signature]
JEFFREY V. ALBERT
Print name here

[Signature]
Hemlock J. Miller
Print name here

Owner of Lot No. 60

THIS DONE AND SIGNED ON THE 10 DAY OF November 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

[Signature]

[Signature]

Ellen C. Evisla
Print name here

PETER Evisla
Print name here

Owner of Lot No. 57

THIS DONE AND SIGNED ON THE 10 DAY OF Jan 2004, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

[Signature]

[Signature]

Noel J. Boudreau
Print name here

Letty Boudreau
Print name here

Owner of Lot No. 56

THUS DONE AND SIGNED ON THE 30th DAY OF AUGUST 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

[Signature]

[Signature]
PAUL D. BROUSSARD
Print name here

[Signature]

[Signature]
TERRIL BROUSSARD
Print name here

Owner of Lot No. 64

THUS DONE AND SIGNED ON THE 30th DAY OF AUGUST 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

[Signature]

[Signature]
Vanda S. Upton
Print name here

[Signature]

[Signature]
Laural R. Upton, Jr.
Print name here

Owner of Lot No. 61

THUS DONE AND SIGNED ON THE 31st DAY OF AUGUST 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

[Signature]

[Signature]
PATRICIA FROUCH
Print name here

[Signature]

[Signature]
PAUL W. FROUCH
Print name here

Owner of Lot No. 65

CONSENT AND POWERS OF ATTORNEY

THIS DONE AND SIGNED ON THE 7th DAY OF September 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

Paul D. Brown

Gregory P. Breal

Gregory P. Breal
Print name here

Suzanne A. Brown

Karen K. Breal

Karen K. Breal
Print name here

Owner of Lot No. 62

THIS DONE AND SIGNED ON THE 7th DAY OF SEPT 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

Paul D. Brown

Sharon A. Paulty

Sharon A. Paulty
Print name here

W. J. Ogden

Lizette L. Paulty

Lizette L. Paulty
Print name here

Owner of Lot No. 76

THIS DONE AND SIGNED ON THE 7th DAY OF SEPT 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

Perry Barnes

Edward W. Mendes

EDWARD W. MENDES
Print name here

Sissy Campbell

Print name here

Owner of Lot No. 74

THUS DONE AND SIGNED ON THE 30 DAY OF AUGUST 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

[Signature]

W of Cuyler

[Signature]
ALEX VANDENBERG
Print name here

Anna van den Berg
Anna van den BERG
Print name here

Owner of Lot No. 71

THUS DONE AND SIGNED ON THE 30 DAY OF AUGUST 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

W of Cuyler

[Signature]

[Signature]
Print name here

JANET A. MOREAU
Print name here

Owner of Lot No. 80

THUS DONE AND SIGNED ON THE 30 DAY OF AUGUST 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

W of Cuyler

[Signature]

[Signature]
EVA BOH
Print name here

EVA BOH
Print name here

Owner of Lot No. 67

THUS DONE AND SIGNED ON THE 20 DAY OF September 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

Ginny Campbell

Wray Casper

Peter J. Gerone
PETER J. GERONE
Print name here

Lois J. Gerone
LOIS J. GERONE
Print name here

Owner of Lot No. 72

THUS DONE AND SIGNED ON THE 29 DAY OF SEPT 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

Wray Casper

Ginny Campbell

Leo J. Compe
LEO J. COMPE
Print name here

Rosie Compe
ROSIE COMPE
Print name here

Owner of Lot No. 79

THUS DONE AND SIGNED ON THE 30 DAY OF SEPT. 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

M. J. Rich

W. J. Rich

Wray Casper
WRAY CASPER
Print name here

Ginny B. Campbell
GINNY B. CAMPBELL
Print name here

Owner of Lot No. 66

THUS DONE AND SIGNED ON THE 30th DAY OF August 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

T.S.K.

Kay King

J. B. Exley
J. B. Exley
Print name here

Janice S. Exley
Janice S. Exley
Print name here

Owner of Lot No. 7

THUS DONE AND SIGNED ON THE 30th DAY OF August 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

T.S.K.

Kay King

Marie Lamargue
Marie Lamargue
Print name here

Donna L. Laroche
DONNA L. LAROCHÉ
Print name here

Owner of Lot No. 6

THUS DONE AND SIGNED ON THE 30th DAY OF August 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

T.S.K.

Kay King

Kennon Davis
KENNON DAVIS
Print name here

Fran Davis
FRAN DAVIS
Print name here

Owner of Lot No. 51

THIS DONE AND SIGNED ON THE 30th DAY OF August 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

[Signature]
[Signature]

Donna Kropp
Donna L. Kropp
Print name here

Print name here

Owner of Lot No. 11

118 Blue Heron
↑
same house
↓
118 Blue Heron

THIS DONE AND SIGNED ON THE 30th DAY OF August 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

[Signature]
[Signature]

C.R. Kropp
C.R. Kropp
Print name here

Print name here

Owner of Lot No. 11

THIS DONE AND SIGNED ON THE 7th DAY OF September 2003, in the presence of the undersigned witnesses after reading of the Whole.

Witnesses:

[Signature]
[Signature]

E.G. Weaver
E.G. Weaver
Print name here

Elaine Weaver
Elaine Weaver
Print name here

Owner of Lot No. 9

THIS DONE AND SIGNED ON THE 7th DAY OF September 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

[Signature]

Key King

[Signature]
AL SMITH
Print name here

[Signature]
Dolly Smith
Print name here

Owner of Lot No. 15

THIS DONE AND SIGNED ON THE 30th DAY OF August 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

[Signature]

Key King

[Signature]
D.F. Haetner
Print name here

[Signature]
Paula B Haetner
Print name here

Owner of Lot No. 46

THIS DONE AND SIGNED ON THE 30th DAY OF August 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

[Signature]

Key King

[Signature]
Dan Shapiro
Print name here

[Signature]
Debbie Shapiro
Print name here

Owner of Lot No. 47

THUS DONE AND SIGNED ON THE 30th DAY OF August 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

T. E. King
Kay King

John Mougrae
John Mougrae
Print name here
Mary N. Monahan
Mary Monahan
Print name here

Owner of Lot No. 18

THUS DONE AND SIGNED ON THE 7th DAY OF September 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

T. E. King
Kay King

Donna Kay Rosensteel
Donna Kay Rosensteel
Print name here
ROBERT D. ROSENSTEEL
Robert D. Rosensteel
Print name here

Owner of Lot No. 17

THUS DONE AND SIGNED ON THE 7th DAY OF September 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

T. E. King
Kay King

V. P. Aurbate
V. P. Aurbate
Print name here
Kristi M. Aurbate
Kristi M. Aurbate
Print name here

Owner of Lot No. 16

THIS DONE AND SIGNED ON THE 30 DAY OF August 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

T-S-K.

Key King

Gregory J. Conrad
GREGORY J. CONRAD
Print name here

Robert Conrad
ROBERTA CONRAD
Print name here

Owner of Lot No. 5

THIS DONE AND SIGNED ON THE 30th DAY OF August 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

T-S-K.

Key King

Betty Maxwell
Betty Maxwell
Print name here

Jim Maxwell
Jim Maxwell
Print name here

Owner of Lot No. 4

THIS DONE AND SIGNED ON THE 30th DAY OF August 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

T-S-K.

Key King

Jean Duris
JEAN DURIS
Print name here

Helen Duris
HELEN DURIS
Print name here

Owner of Lot No. 52

THUS DONE AND SIGNED ON THE 7th DAY OF September 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

T.S. King

Key King

Charles E. Stelling
Charles E. Stelling
Print name here

Kinda L. Stelling
Kinda L. Stelling
Print name here

Owner of Lot No. 12

THUS DONE AND SIGNED ON THE 7th DAY OF September 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

T.S. King

Key King

Stephen Creech
Stephen Creech
Print name here

Rachael G. Creech
Rachael G. Creech
Print name here

Owner of Lot No. 48

THUS DONE AND SIGNED ON THE 10 DAY OF January 2003⁴, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

Ray Mickler

Gail Mickler

Ray Mickler
Ray Mickler
Print name here

Gail Mickler
Gail Mickler
Print name here

Owner of Lot No. 23

THIS DONE AND SIGNED ON THE 7th DAY OF September 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

T. S. King
Key King

Donald W. Spillman
Donald W. Spillman
Print name here

Print name here

Owner of Lot No. _____

THIS DONE AND SIGNED ON THE 7th DAY OF September 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

T. S. King
Key King

A. J. R. [unclear]
A. J. R. [unclear]
Print name here
B. J. [unclear]
B. J. [unclear]
Print name here

Owner of Lot No. 50

THIS DONE AND SIGNED ON THE 7th DAY OF September 2003, in the presence of the undersigned witnesses after reading of the whole.

Witnesses:

T. S. King
Key King

Russell Cray
Russell Cray
Print name here
Fernell Cray
FERNELL Cray
Print name here

Owner of Lot No. _____

Vote against the building Amendment.
Vote for the parking Amendment.