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NOTARY PUBLIC
ST. TAMMANY PARISH, LOUISIANA
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208-1625
DR. CLERK OF COURT

ACT OF DEDICATION AND
CREATION OF SERVITUDES, PRIVILEGES
AND RESTRICTIONS MADE BY DELOAKS
LAND COMPANY, INC.

* UNITED STATES OF AMERICA
*
* STATE OF LOUISIANA
*
* PARISH OF JEFFERSON

BE IT KNOWN, that on the 29th day of July, 1981,

BEFORE ME, NED JOSEPH CHIRO, a Notary Public, duly commissioned and qualified in and for the Parish of Jefferson, therein residing, and in the presence of the competent witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

DELOAKS LAND COMPANY, a partnership organized and existing under the laws of the State of Louisiana pursuant to Articles of Partnership duly filed with the Central Registry for Contracts of Partnership, having its principal place of business in Jefferson Parish, Louisiana, appearing herein by and through its sole and only partners, Lauricella Land Company and Frank H. Renaudin (hereinafter referred to as "Developer")

who declared unto me, Notary, as follows, to-wit:

WHEREAS, Developer is the recorder onwer of a certain tract of land located in St. Tammany Parish, State of Louisiana, which land is more particularly described in EXHIBIT "A" annexed hereto and made a part hereof; and

WHEREAS, Developer is developing on that property and other property a community to be known as "DELOAKS SUBDIVISION"; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community to create a corporation to which powers and duties of owning, maintaining and administering the roadways, open spaces and other community facilities, administering and enforcing the within servitudes, privileges and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, Developer has caused to be formed Deloaks Homeowners Association, Inc., as a non-profit corporation on a non-stock basis pursuant to La. R.S. 12:201, et seq. for the purposes of carrying out the powers and duties aforesaid.

WHEREFORE, the Developer hereby declares that the real property described in Exhibit "A" hereof is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the servitudes, privieges and restrictions (hereinafter sometimes referred to as "the Act of Dedication") hereinafter set forth, all of which, unless otherwise stated, are declared and agreed to be in aid of a plan of improvement of said property, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, and/or the Deloaks Homeowners Association, Inc., its successors or assigns, and/or any person acquiring or owning an interest in said property and improvements (hereinafter collectively known as the "Grantees").

NOW, WHEREAS, Developer has caused the property described in Exhibit "A" hereto to be laid out in streets and lots by S. K. Landry, P.E. and P.L.S. in accordance with that certain map or plan of Deloaks Subdivision, Parish of St. Tammany, Louisiana, dated November 18, 1980, which map was formally approved by the necessary officials of St. Tammany Parish and filed for record on March 31, 1981 with the Clerk of Court of said Parish as Map File Number 687A, which map is further incorporated into and made a part hereof by this reference.

NOW, THEREFORE, Developer does hereby create, establish and reserve unto itself, its successors and/or assigns, the following permanent pre-dial servitudes, to-wit:

A.

A servitude of passage and way over and across a portion of Lot 56 of said Deloaks Subdivision, described pursuant to a plan by S. K. Landry dated July 3, 1981, annexed hereto as EXHIBIT "B" and made a part hereof, as follows, to-wit:

Commence at the Southeasterly corner of Lot 56 and proceed thence S 72 degrees 15' W. a distance of 60.0' feet to a point; thence N 17 degrees 45' W a distance of 240.0 feet to a point; thence N 72 degrees 17' E a distance of 60.0 feet to a point; thence S 17 degrees 45' E a distance of 240.0 feet to a point, the Point of Commencement.

B.

A servitude of passage and way over and across a portion of Lot 36 of Deloaks Subdivision, described pursuant to a plan by S. K. Landry, dated July 3, 1981, annexed hereto as EXHIBIT "C", and made a part hereof, as follows, to-wit:

Commence at the Northeasterly corner of Lot 36 and proceed S 29 degrees 45' W a distance of 403.01 feet to a point; thence N 60 degrees 15' W, a distance of 9.01 feet to a point; thence northerly on a 79.52 foot arc leaving its center located 50 feet N 60 degrees 15' W, to a point; thence N. 29 degrees 45' E a distance of 286.38 feet to a point; thence N 77 degrees 45' E a distance of 89.69 feet to a point, the Point of Commencement.

C.

A servitude for utility purposes over and across a portion of Lot 2 Deloaks Subdivision described pursuant to a plan by S. K. Landry, dated July 3, 1981, annexed hereto as EXHIBIT "D" and made a part hereof, as follows, to-wit:

Commence at the Southeasterly corner of Lot 2 and proceed thence N 77 degrees 35' 09" W a distance of 11.99 feet to a point; thence N 21 degrees 04' 11" W a distance of 114.93 feet to a point; thence on a 10.07 foot arc leaving its center located 50 feet N 21 degrees to a point; thence S 21 degrees 04' 11" E a distance of 121.34 feet to a point, the Point of Commencement.

D.

A servitude for utility purposes over and across a portion of Lot 45, Deloaks Subdivision described pursuant to a plan by S. K. Landry, dated July 3, 1981, annexed hereto as EXHIBIT "E" and made a part hereof, as follows, to-wit:

Commence at the Northwesterly corner of Lot 45 and proceed thence S 59 degrees 00' E a distance of 10.0 feet to a point; thence S 31 degrees 00' W a distance of 248.93 feet to a point; thence N 17 degrees 15' W a distance of 13.40 feet to a point; thence N 31 degrees 00' E a distance of 240.0 feet to a point, the Point of Commencement.

E.

A servitude for utility purposes over and across a portion of Lot 46, Deloaks Subdivision described pursuant to a plan by S. K. Landry, dated July 3, 1981, annexed hereto as EXHIBIT "F" and made a part hereof, as follows, to wit:

Commence at the Northeasterly corner of Lot 46 and proceed thence 31 degrees 00' W a distance of 240 feet to a point; thence S 79 degrees 15' W a distance of 13.40 feet to a point; thence N 31 degrees 00' E a distance of 248.93 feet to a point; thence S 59 degrees 00' E a distance of 10.0 feet to a point, the Point of Commencement.

NOW, THEREFORE, Developer does hereby create, grant and establish a permanent predial servitude over and across the following described property, to wit:

Beginning N 29 degrees 45 minutes East, 70 feet from the South East corner of Lot 115; Thence N 62 degrees 09 minutes 33 seconds West for 150.09 feet across Lot 115; thence North 53 degrees 41 minutes 21 seconds West for 144.76 feet and North 43 degrees 42 minutes West for 90 feet across Lot 13.

Thence North 34 degrees 42 minutes 12 seconds West for 245.89 feet across Lot 12 and into Lot 11.

Thence 43 degrees 17 minutes 48 seconds East for 206 feet out of Lot 11 and into Lot 110.

Thence South 43 degrees 48 minutes East for 486.25 feet out of Lot 110 across Lot 111, 112, 113 and into Lot 114.

Thence South 29 degrees 27 minutes East for 101.64 feet to the West side of Terry Drive.

Thence South 29 degrees 45 minutes West along the West side of Terry Drive for 153.73 feet to the Point of Beginning.

upon which property Developer has or may construct a pond or lake which may cover the above described property also designated as portion of Lots 11, 12, 13, 110, 111, 112, 113, 114 and 115 on the map of Deloaks Subdivision by S. K. Landry, dated November 18, 1980, and those portions of said lots shall be subject to such predial servitude for the exclusive use and enjoyment thereof by the owners of said lots, their successors and assigns, which lake and servitude shall be administered and maintained by the Deloaks Homeowners Association as hereinafter set forth.

NOTWITHSTANDING any provision to the contrary contained herein, the dedications and servitudes created hereby are made with the express reservation by Developer of the right to sell the excess capacity of the water and sewerage disposal systems for use by an tract or development situated immediately adjacent to Deloaks Subdivision and in connection with any such sale the right to extend the underground portions of said systems to provide services to the purchasers. The Corporation shall then be obligated to abide by the terms of any such sale in providing service to said Purchasers. The excess capacity of the water and sewerage disposal systems as used above is, and shall be, for the purposes of this reservation, that capacity of the systems not required by applicable State Health standards to serve Deloaks Subdivision.

ARTICLE I.

Section 1. Definitions. The following words, when used in this Act of Dedication shall have the following meanings:

(a) "Corporation" shall mean and refer to The Deloaks Homeowners Association, Inc. and its successors or assigns.

(b) "The Property" shall mean and refer to all or any portion of the real property described in EXHIBIT "A" hereof and such extensions and additions thereto as may hereafter be made pursuant to the provisions of Article II hereof.

(c) "Lot" shall mean and refer to all subdivided parcels or property which are part of The Property, and shall include, without limitation, any dwelling (as herein defined).

(d) "Dwelling" shall mean and refer to any completed building or portion of a completed building situated upon The Property and designed or intended for use and occupancy as a residence by a single family.

(e) "Common Areas" shall mean and refer to all real property now or hereafter acquired or otherwise available for use by the Corporation for the benefit, use and enjoyment of its members and shall include, but not by way of limitation, streets, roadways, neutral grounds, bayous, canals, lakes and ponds.

(f) "Community Facilities" shall mean and refer to all utility or recreational facilities now or hereafter acquired, developed or otherwise available for use by the Corporation for the benefit, use and enjoyment of its members and shall include, but not by way of limitation, the sewerage disposal system and all appurtenances thereof; the water supply system and all appurtenances thereof, including the lines of both systems located within the street areas of the Property; and any boat launches, docks or piers erected by the Corporation on common areas.

ARTICLE II.

Section 1. Property Subject to Act of Dedication. The real property which is, and shall be held, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Act of Dedication is located in St. Tammany Parish, State of Louisiana, and is more particularly described on EXHIBIT "A" attached hereto, also described and shown on that map of survey by S. K. Landry, dated November 18, 1980, entitled "DELOAKS SUBDIVISION" recorded March 31, 1981, in Map File Number 687A, official records of St. Tammany Parish, State of Louisiana which by this reference is made a part hereof.

Section 2. Additions. So long as there are Class B members of the Corporation the Act of Dedication may be amended and, further, additional property may be annexed to the above described property without the assent of the Class A members of the Corporation, if any. The Scheme of the within servitudes, privileges and restrictions shall not however, be amended or extended to include any such additional property unless and until the same is annexed to the property described on "EXHIBIT A", as hereinafter provided.

Any annexations or amendments made pursuant to this Article, or otherwise, shall be made by recording a Supplemental Act of Dedication of Servitudes, Privileges and Restrictions with the Clerk of Court for St. Tammany Parish, Louisiana, which Supplemental Act of Dedication shall extend the scheme of the within Act of Dedication to such annexed property or amend the provisions hereof. Such Supplemental Act of Dedication may contain such complementary additions and modifications to the servitudes, privileges and restrictions set forth in this Act of Dedication as may be necessary to reflect the different character or use, if any, of such annexed property, provided, however, that in no event shall any such addition, modifications or amendments be substantially inconsistent with the provisions of this Act of Dedication.

ARTICLE III.

Section 1. Membership. The corporation 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 by this Act of Dedication to assessment by the Corporation shall be a Class A member of the Corporation. Each Class A member shall be entitled to one vote for each lot required for Class A membership, it being expressly understood that ownership of one lot shall result in one Class A membership.

(b) There shall be 500 Class B memberships, all of which shall be issued to the Developer or its nominee or nominees. The Class B member shall be entitled to one vote for each Class B membership so held, provided, however, that each Class B membership shall lapse and become a nullity on the first to happen of the following events:

- (i) Thirty (30) days following the date upon which the total authorized, issued and outstanding Class A memberships equal 450; or
- (ii) upon surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Corporation.

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

ARTICLE IV.

Section 1. Members' Right of Enjoyment. Subject to the limitations contained herein, every member shall have the right of use and enjoyment in and to the common areas and community facilities and such right of 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 Corporation in accordance with its Articles of Incorporation and By-Laws, to borrow 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 mortgage said property; and

(b) The right of the Corporation in a manner consistent with the provisions of this Act of Dedication and its By-Laws to levy and enforce reasonable assessments and other fees for the use and maintenance of any community facilities and common areas by the members of the Corporation; and

(c) The right of the Corporation to take such steps as are reasonably necessary to protect the property against mortgage default and/or foreclosures, always, however, that the same are in conformity with the other provisions of this Act of Dedication; and

(d) The right of the Corporation to suspend the voting rights of any member for any period during which any assessment or other fee which is due and owing remains unpaid; and

(e) The right of the Corporation to dedicate or transfer all or any part of the common areas or community facilities to any public, state, parish or municipal agent, authority or utility for purposes consistent with the purpose of this Act of Dedication and subject to such conditions as may be agreed to by the members, provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by fifty-one (51%) percent of the then members of the Corporation has been recorded agreeing to such dedication, transfer, purpose or conditions, and unless written notice of the proposed agreement and action thereunder is sent to each member at least ninety (90) days prior to the taking of any action; and

(f) The right of the Corporation, acting by and through its Board of Directors, to grant or accept rights-of-way and/or servitudes for any public utility or to the Developer for the purpose of the installation and/or maintenance of such utilities as may be necessary to serve any of the common areas or community facilities or to serve any other portion of the property hereinabove identified; provided, however, that no such servitudes and/or rights-of-way shall be permanently inconsistent with the enjoyment of the common areas and community facilities by the members of the Corporation.

ARTICLE V.

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 a lot, whether or not it shall be so expressed in the Act of Sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Corporation, in advance, a monthly sum (herein and elsewhere referred to as "assessments" or "fees") equal to one-twelfth (1/12) of the member's proportionate share of the sum required by the Corporation, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way 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 Corporation 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 Corporation 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 Corporation may effect; and

(e) The cost of security guard service, mosquito spraying, garbage and trash collection and/or other utilities and services which may be provided by the Corporation, 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, open areas and community facilities of "DELOAKS") 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 Corporation, 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 member may prepay one or more installments of any annual assessment levied by the Corporation, without premium or penalty.

The Board of Directors of the Corporation 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 Corporation 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 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 fees 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 assessment authorized by this Article, the Corporation 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 capital improvement located upon the common areas or community facilities, including the necessary 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 (51%) of the then members of the Corporation. 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. Reserve for Replacements. The Corporation shall establish and maintain, a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Corporation and shall be deposited with a bank or other financial institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purpose of effecting the replacement of the common areas and community facilities, major repairs to any streets, or roadways, or roadways developed as a part of the property, equipment replacement, and for operating contingencies of a nonrecurring nature. The proportionate interest of any member in any reserve for replacements shall be considered an appurtenance of his lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the lot to which it appertains and shall be deemed to be transferred with such lot.

Section 4. 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 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 Corporation, and, in addition, the Corporation may cause a lien for such amounts to be filed in the records of the Clerk of Court for St. Tammany Parish.

Any assessment levied pursuant to this Act of Dedication or any installment thereof, which is not paid within thirty (30) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed eight (8%) percent 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 other penalty or "late charge" as the Board may reasonably fix, and the Corporation may: (i) cause a lien for the total of the assessed amounts due and owing plus interest, penalties, late charges and attorney's fees which fees shall be twenty (20%) percent of the sum claimed to be filed which lien shall bear against the lot or lots owned by the member situated on the property, and (ii) bring an action at law against the member personally obligated to pay the same, in which event such interest, penalties, late charges, costs and reasonable attorneys' fees of twenty percent (20%) of the sum claimed shall be added to the amount of the assessment. The Corporation shall notify the holder of the first mortgage on any lot for which any assessment levied pursuant to this Act of Dedication becomes delinquent for a period in excess of sixty (60) days and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days, but any failure to give such notice shall not affect the validity of any assessment levied or to be levied pursuant to this Act of Dedication.

The Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Corporation, including any installment thereof which becomes delinquent in any prominent location within the property.

Section 5. Assessment Certificates. The Corporation shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act of Dedication (or any other party legitimately interested in the same) a certificate in writing signed by an officer of the Corporation, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Thirty Dollars (\$30.00) may be levied in advance by the Corporation for each certificate so delivered.

Section 6. 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, 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 7. Additional Default. Any recorded first mortgage secured by a lot in the property shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Act of Dedication, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision in any such mortgage shall not affect the validity of such mortgage (or the indebtedness secured thereby).

Section 8. Annual Membership Assessment. The maximum annual assessment for each of the lots to which Class A membership is appurtenant shall be \$168.00 per annum for unimproved lot owners and the sum of \$504.00 per annum for improved lot owners, which assessments shall be paid in monthly installments. The monthly rate for unimproved lot owners shall commence upon taking title. The monthly rate for improved lot owners shall commence upon completion of the dwelling.

Anything in this Act of Dedication to the contrary notwithstanding, no lot held by the Developer shall be subject to the annual assessments or the special assessments provided for in this Act of Dedication until three (3) months following the lapse of all of the Class B memberships as provided in Article III of this Act of Dedication.

Section 9. Increase in Maximum Assessment.

(a) The maximum annual assessment for all Class A memberships hereinabove provided for, may be increased by the Board of Directors of the Corporation without a vote of the membership, by an amount equal to ten percent (10%) of the maximum annual assessment for the preceding year.

(b) The maximum annual assessment for all Class A memberships hereinabove provided for may be increased above that established by the preceding paragraph by a vote of members, as hereinafter provided, for the next succeeding year thereafter, at the end of such year, for each succeeding year. Any change made pursuant to this paragraph shall have the assent of fifty-one percent (51%) of the then members of the Corporation. 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 in advance of such meeting, which notice shall set forth the purpose of such meeting.

Section 10. Commencement of Annual Assessments. The annual assessment for each Class A membership shall commence on the date of execution of the act of sale for the lot to which such membership is appurtenant. The first monthly installment of such annual assessment shall be made for the month during which such act of sale is executed and shall become due and payable on that date. Except as hereinafter provided, the monthly installment of the annual assessment for any lot for any month after the first month shall become due and payable on the first day of each successive month.

ARTICLE VI.

Section 1. Servitudes for Utilities and Related Purposes. The Corporation is authorized and empowered to grant and/or accept and shall from time to time grant and/or accept, such licenses, servitudes and/or rights-of-way for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to the property as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the common areas and community facilities or for the preservation of the health, safety, convenience and/or welfare of the owners of the lots.

Any and all streets, walkways, roadways, sidewalks, and/or the like, which are owned by the Corporation shall be subject to the non-exclusive servitudes of ingress, egress and regress for the benefit of all members of the Corporation, the Developer, their respective heirs, personal representatives and assigns and all other persons or other parties claiming under any of them.

ARTICLE VII.

Section 1. Environmental Control Committee. Except for original construction and/or development within the property by 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, wharf 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 (including any change of color) or other alteration thereupon be made 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 (including, without limitation, any other information specified by the Board of Directors or by the Environmental Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the property by the Board of Directors of the Corporation, or by the Environmental Control Committee appointed by the Board of Directors.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, walls, arials, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any lot or upon any of the common areas of the property 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 (including, without limitation, any other information specified by the Board of Directors or by the Environmental Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the property by the Board of Directors of the Corporation or by any committee designated by it.

Section 2. Environmental Control Committee-Operation. The Environmental Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Corporation and such persons shall serve at the pleasure of the Board of Directors. In the event the Board of Directors fail to appoint an Environmental Control Committee, then the Board of Directors shall constitute the Committee. The affirmative vote of a majority of the members of the Environmental 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 or the like pursuant to the authority contained in this Article.

Section 3. Approvals, etc. Upon approval by the Environmental 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 applicant submitting the same. In the event the Environmental 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 sixty (60) days after such plans and specifications (and all other materials and information required by the Environmental 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 Environmental 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 Environmental Control Committee (whether by affirmative actions 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 Environmental 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 Environmental 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 Environmental Control Committee without the prior consent in writing of the Environmental Control Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Environmental 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.

Section 5. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Environmental Control Committee in accordance with the provisions of this Article, the Environmental Control Committee shall, at the request of the owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Environmental Control Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the Act of Dedication as may be applicable.

Section 6. Rules and Regulations, etc. The Environmental Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and/or record such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, lot coverage, building set-backs, minimum square footage of the finished area of improvements, materials, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provisions or requirements of this Act of Dedication. The Environmental Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications for approval pursuant to the provisions of this Article. The decisions of the Environmental Control Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Environmental Control Committee (or by any policy, standards or guidelines established by the Environmental Control Committee) may appeal the decisions of the Environmental Control Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors of the Corporation.

ARTICLE VIII.

Section 1. Prohibited Uses and Nuisances. Except for the activities of the Developer, or except with the prior written approval of the Environmental Control Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the common areas:

a) No noxious or offensive trade or 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.

b) 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 upon the property, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not 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 inoculated as may from time to time be required by law. Any member of the Corporation who keeps or maintains any pet upon any portion of the common areas shall be deemed to have indemnified and agreed to hold the Corporation, each of its members and the Developer free and harmless from any loss, claim or liability of any kind or character whatsoever arising by 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 Corporation 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.

c) No burning of any trash 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 the lot.

d) Except as hereinelsewhere provided, no junk vehicle, commercial vehicle, trailer, truck camper, camp truck, house trailer, boat or other machinery or equipment of any kind or character (except for such equipment and/or machinery

as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling or other improvements located upon the property and except for such equipment and/or machinery as the Corporation may require in connection with the maintenance and operation of the common areas and community facilities shall be kept upon the property nor (except bona fide emergencies) shall the repair or extra ordinary maintenance of automobiles or other vehicles be carried out thereon; provided, however, that this restriction shall not apply to vehicles, trailers, boats, machinery, equipment or the like stored and kept within an enclosed storage room or garage. The Corporation may, in the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like.

e) 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, or other refuse shall be placed in covered containers.

f) 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, except in those instances where the Environmental Control Committee approves said subdivision or revision in lot size. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions of this subsection shall not apply to the Developer and, further, 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 to the Corporation or to the Developer.

g) Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, 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.

h) No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydro-carbons, 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 hardwood trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any lot without written approval of the Corporation acting through its Board of Directors or duly appointed Committee. The Board of Directors of the Corporation 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 structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, playhouse, shed, or other buildings shall be erected, used or maintained on any lot at any time; provided however, the foregoing restrictions 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 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 such improvements.

k) 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 Corporation, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about the lot or dwelling situated upon the property, provided, however, that one temporary real estate sign not exceeding six (6) square feet in area, 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.

l) No structure, planting or other material other than drive ways 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.

m) Garage doors and the doors of any other storage room or the like shall be maintained in a closed position whenever possible.

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

o) 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.

p) Except with prior written permission of the Environmental Control Committee, no wharf, pier, bulkhead, dock or other structure or obstruction shall be built or maintained upon or into any lake, stream, pond, river, canal, or other waterway which is part of or adjacent or contiguous to the property. In no event shall any such structure or obstructions be permitted under circumstances where it creates any threat to safe navigation or to the safe and convenient use of such waterway as a recreational facility.

q) Except with the prior written permission of the Environmental Control Committee, no boat canal shall be constructed upon any lot nor shall any dam, channel, or other device be constructed or installed upon any lot which shall in any way alter or impede the course of natural boundaries of any waterway which shall involve or result in the removal of water from any waterway.

r) No garbage, trash or other refuse shall be dumped in any waterway upon the property.

s) Except with the prior written permission of the Environmental Control Committee, no boats, boat railways, hoists, launching facilities, or any similar type of device or equipment shall be installed, constructed or maintained upon any lot, except Lot 108 of Deloaks Subdivision; provided, however, that boats, hoists and the like may be stored in an enclosed storage room or garage.

t) There shall be no violation of any rules for the use of the common areas or community facilities or other community rules and regulations not inconsistent with the provisions of this Act of Dedication (including, without limitation, any rules and regulations regarding the use of boats on any lakes or other waterways owned by or under control of the Corporation) which may from time to time be adopted by the Board of Directors of the Corporation and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Act of Dedication authorized to adopt such rules.

u) There shall be no violation of the building restrictions set forth on the Plat of Deloaks Subdivision as prepared by Landry Engineering, Inc., dated the 18th day of November, 1980 and recorded with the Clerk of Court of St. Tammany Parish, Louisiana, in Map File 687A.

v) No family dwelling shall be less than 2,000 square feet in size exclusive of open porches or garages.

w) No individual sewerage disposal systems will be permitted.

x) No individual wells will be permitted.

Section 2. Enforcement-Right to Remove or Correct Violations. In the event any violations or attempted violation of any of the servitudes, privileges or restrictions contained in this Article shall occur or be maintained upon any lot, or in the event of any other conduct in violation of any of the provisions and requirements of this Article, then the same shall be considered to have been under taken

in violation of this Article and without the approval of the Environmental Control Committee required herein, and, upon written notice from the Board of Directors or the Environmental Control Committee, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the owner of the lot upon which such violation exists, or to the member responsible for such violation if the same shall be committed or attempted on premises other than the lot owned by such member, then the Corporation shall have the right, through its agents and employees, (but only after a resolution of the Board of Directors or the Environmental Control Committee) to enter upon such lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the lot upon which such violation occurred, and when so assessed, a statement for the amount thereof shall be rendered to the owner of said lot at which time the assessment shall become due and payable and a binding personal obligation of the owner of such lot, in all respects (and subject to the same limitations) as provided in Article V of this Act of Dedication. The Corporation shall have the further right, through its agents, employees or committees to enter upon and inspect any lot at any reasonable time for the purpose of ascertaining whether any provisions or requirements of this Act of Dedication, exist on such lot; and neither the Corporation nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE IX.

Section 1. Residential Use. All dwellings shall be used for private residential purposes exclusively.

Section 2. Context. Nothing contained in this Article, or elsewhere in this Act of Dedication shall be construed to prohibit the Developer from the use of any lot or dwelling for promotional or display purposes, or as "model houses" or the like.

ARTICLE X.

Section 1. Management Agent. The Corporation shall employ for the Corporation, a professional agent (the "Management Agent") at a rate of compensation to be established by the Board of Directors of the Corporation to perform such duties and services as the Board of Directors shall authorize in writing, including, without limitation:

- a) to establish (with the approval of the Board of Directors of the Corporation) and provide for the collection of the maintenance assessments and other assessments provided for in this Act of Dedication in a manner consistent with law and the provisions of this Act of Dedication; and
- b) to provide for the care, upkeep, maintenance and surveillance of the common areas and community facilities; and
- c) to designate, hire and/or dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the common areas and community facilities; and
- d) to promulgate (with the approval of the Board of Directors of the Corporation) and enforce such rules and regulations and such restrictions or requirements or the like as may be deemed proper respecting the use of the common areas and community facilities; and
- e) to provide such other services (including accounting services) for the Corporation as may be consistent with law and the provisions of this Act of Dedication.

Section 2. Limitation of Liability. Neither the Corporation nor the Developer shall be liable for any failure of any services to be obtained by or provided by the Corporation or Developer or paid for out of the common expense funds, or for injury or damage to person or property caused by the failure of any services obtained by or provided by the Corporation or by the elements or resulting from water which may leak or flow from any portion of the common areas and community facilities or from any wire, pipe, drain, conduit, or the like. Neither the Corporation nor the Developer shall be liable to any member for loss or damage, by theft, or otherwise, of articles which may be stored upon the common areas or community facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common areas or community facilities or from any action taken by the Corporation or the Developer to comply with any law or ordinance or with the order or directive of any state, parish, municipal or other governmental authority.

ARTICLE XI.

Section 1. Duration-Amendment. Except where permanent servitudes or other permanent rights or interest are herein created, the servitudes, privileges and restrictions of this Act of Dedication shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Corporation, or the owner of any lot subject to this Act of Dedication, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date of recordation of this Act of Dedication, after which the said servitudes, privileges and restrictions shall be automatically extended for successive periods of ten (10) years 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. The terms and provisions of this Act of Dedication, and 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 thirty (30) year period aforesaid, by an Act of Modification, Termination or Waiver signed by the then owners of a majority of the lots 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 property Enforcement of these servitudes, privileges and restrictions shall be by any legal proceeding against any persons or persons violating or attempting to violate any servitude, privilege or restrictions, either to restrain or enjoin violation or to recover damages, or both and the failure or forbearance by the Corporation or the owner of any lot to enforce any servitude, privilege or restrictions 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 Corporation, by any owner of any lot which becomes subject to the provisions hereof and/or by any other person, firm or corporation or other legal entity who has any right to the use of any of the common areas or community facilities owned by the Corporation, including, again without limitation, any person, firm or corporation or other legal entity who has any right to the use of any of the streets or roadways owned by the Corporation.

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 the recovery of damages.

Section 3. Incorporation by Reference on Resale. In the event any owner sells or otherwise transfers any lot, any act of sale or contract to sell purporting to effect such transfer shall contain a provision incorporating by reference the servitudes, privileges and restrictions set forth in this Act of Dedication.

Section 4. 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 property 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 Corporation at the time of such mailing.

Section 5. 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 a 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 6. Severability. Invalidation of any one of these servitudes, privileges or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 7. 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 my office at Harahan, Louisiana, on the day, month and year hereinabove first written in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading of the whole.

WITNESSES:

DELOAKS LAND COMPANY

Richard M. Oatman

BY: Frank H. Renaudin, Jr.
FRANK H. RENAUDIN, JR., Partner

Ronald Boyly

LAURICELLA LAND COMPANY

BY: John L. Lauricella, Jr.
JOHN L. LAURICELLA, JR., Managing Partner

BY: Francis E. Lauricella
FRANCIS E. LAURICELLA, Managing Partner

Ned Joseph Chiro
NED JOSEPH CHIRO, NOTARY PUBLIC

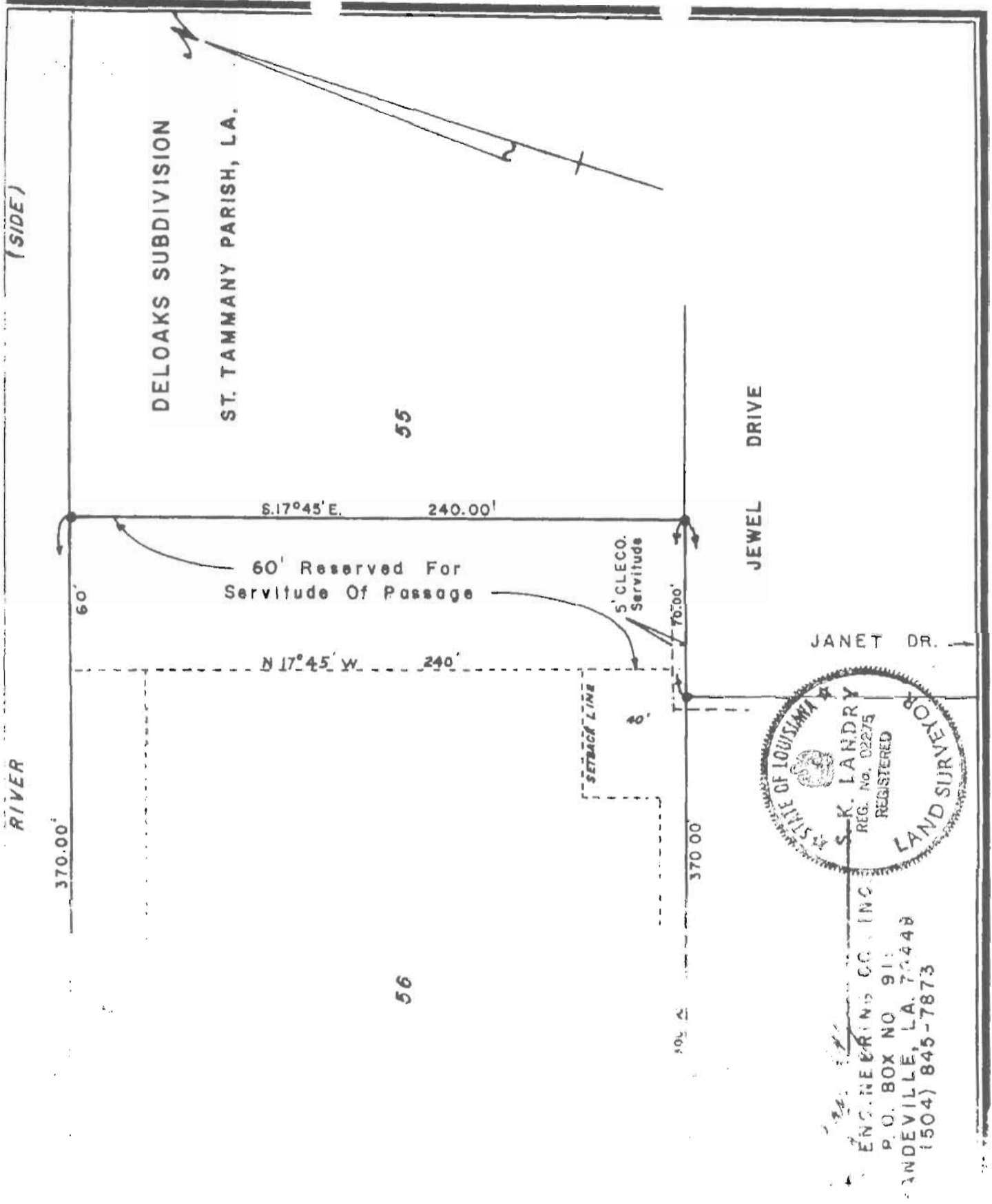
EXHIBIT "A"

The following description is that of Deloaks Subdivision, situated in Section 54, Township 7 South, Range 11 East, Ward 4, St. Tammany Parish, Louisiana:

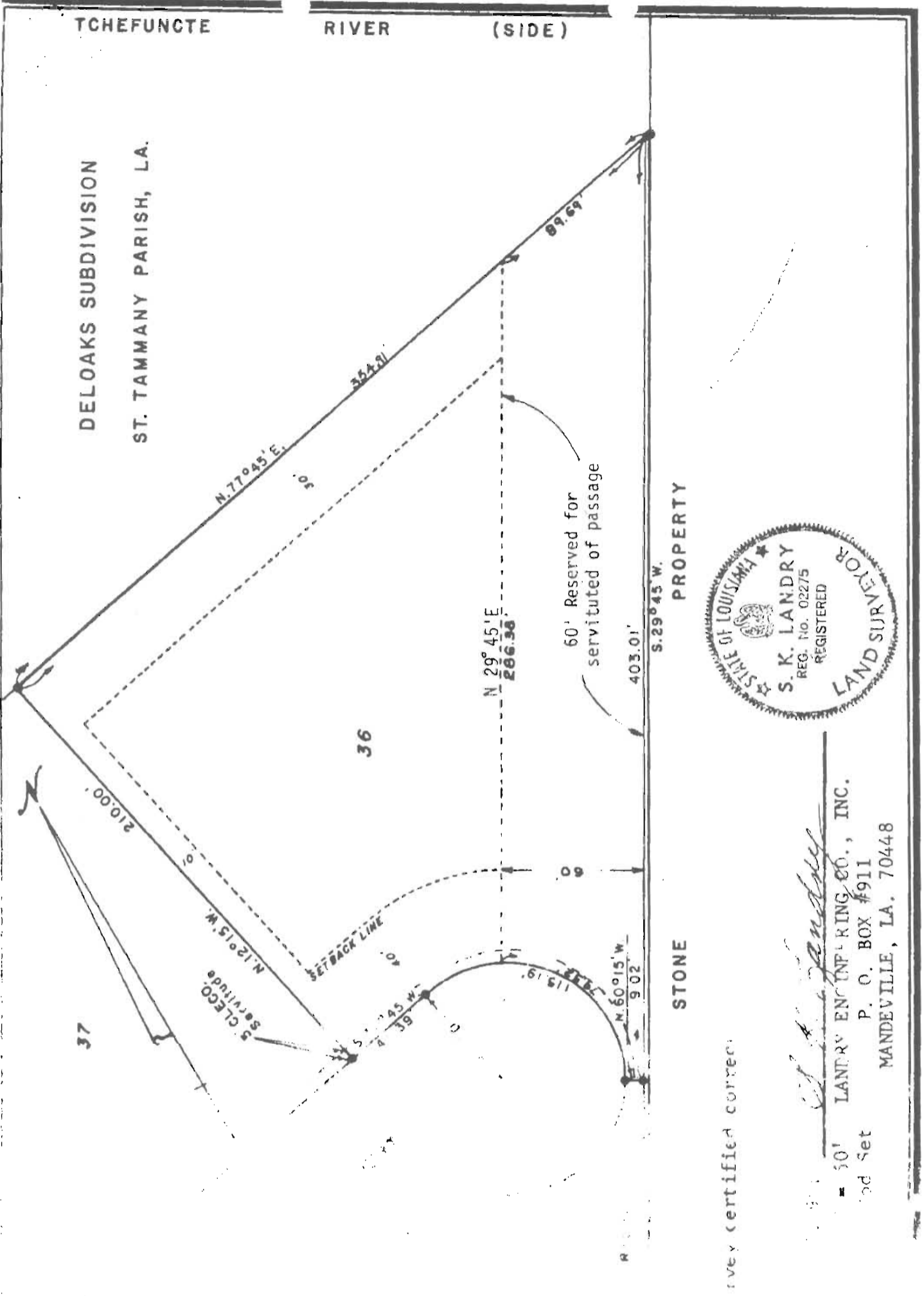
Commencing at the corner common to Sections 54, 37 and 33, Thence N 71° 39' 54" W a distance of 157.45 feet; thence S 89° 42' 06" W a distance of 208.05 feet; thence N 84° 41' 54" W a distance of 71.06 feet; thence N 15° 13' 06" E a distance of 79.84 feet; thence N 70° 27' 54" W a distance of 235.00 feet; thence N 29° 00' 32" E a distance of 149.82 feet; thence N 17° 52' 15" E a distance of 56.17 feet; thence N 68° 37' 15" W a distance of 268.31 feet; thence N 13° 24' 30" E a distance of 110.94 feet; thence N 77° 35' 9" W a distance of 494.4 feet to the bank of the Tchefuncte River; thence N 21° 49' 51" E along the bank of the Tchefuncte River a distance of 23.3 feet; thence N 10° 9' 51" E a distance of 202.00 feet; thence N 19° 20' 9" W a distance of 215.8 feet; thence N 10° 31' 8" W a distance of 91.88 feet; thence along the south property line of August Perez N 84° 14' 38" E a distance of 352.00 feet; thence N 33° 42' E a distance of 70.01 feet; thence N 3° 20' 56" W a distance of 436.45 feet; thence N 77° 36' 18" W a distance of 81.40 feet; thence 89° 53' 42" W a distance of 162.7 feet; thence S 44° 0' 42" W a distance of 60.44 feet; thence S 69° 18' 42" W a distance of 72.8 feet; thence S 47° 40' 42" W a distance of 46.1 feet; thence S 82° 38' 42" W a distance of 62.9 feet; thence S 50° 26' 42" W a distance of 54.3 feet; thence S 0° 48' 42" W a distance of 80.5 feet; thence S 58° 47' 22" W a distance of 94.33 feet to the bank of the Tchefuncte River; thence N 7° 45' 0" W a distance of 199.74 feet; thence N 62° 20' 26" E a distance of 527.37 feet; thence N 38° 15' 0" E a distance of 135.32 feet; thence N 17° 45' 0" W a distance of 483.66 feet; thence N 72° 15' 0" E a distance of 906.82 feet; thence N 79° 15' 0" E a distance of 555.58 feet; thence S 59° 0' 0" E a distance of 243.13 feet; thence S 17° 15' 0" E a distance of 334.74 feet; thence S 56° 15' 0" E a distance of 345.02 feet; thence N 77° 45' 0" E a distance of 472.48 feet; thence S 29° 45' 0" W a distance of 2709.49 feet to THE POINT OF BEGINNING. Containing 102.07 acres.

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EXHIBIT " A "

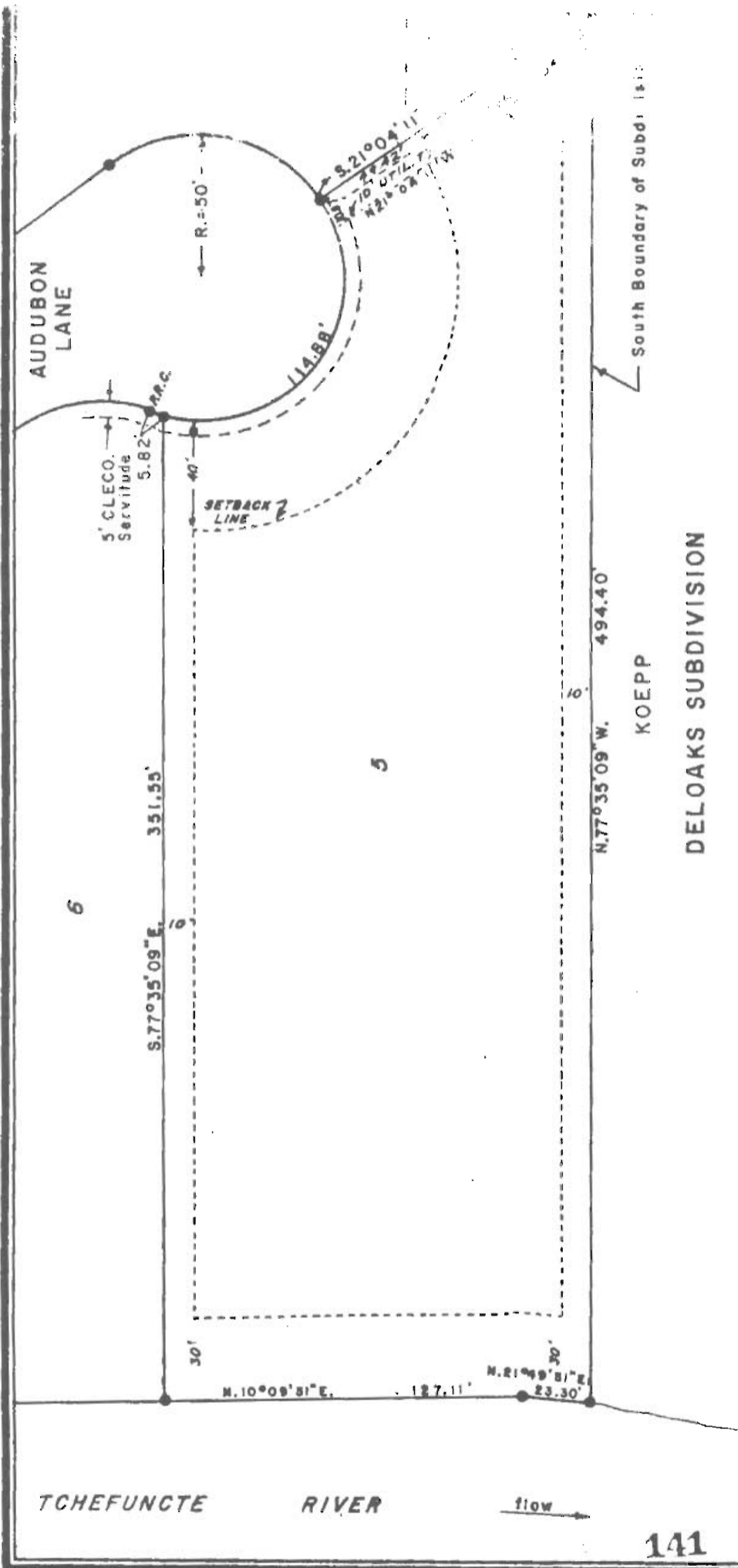


ENGINEERING CO., INC.
 P.O. BOX NO. 911
 MONROE, LA. 70048
 (504) 845-7873



S. K. Landry
 S. K. LANDRY ENGINEERING CO., INC.
 P. O. BOX #911
 MANDEVILLE, LA. 70448

Survey certified correct

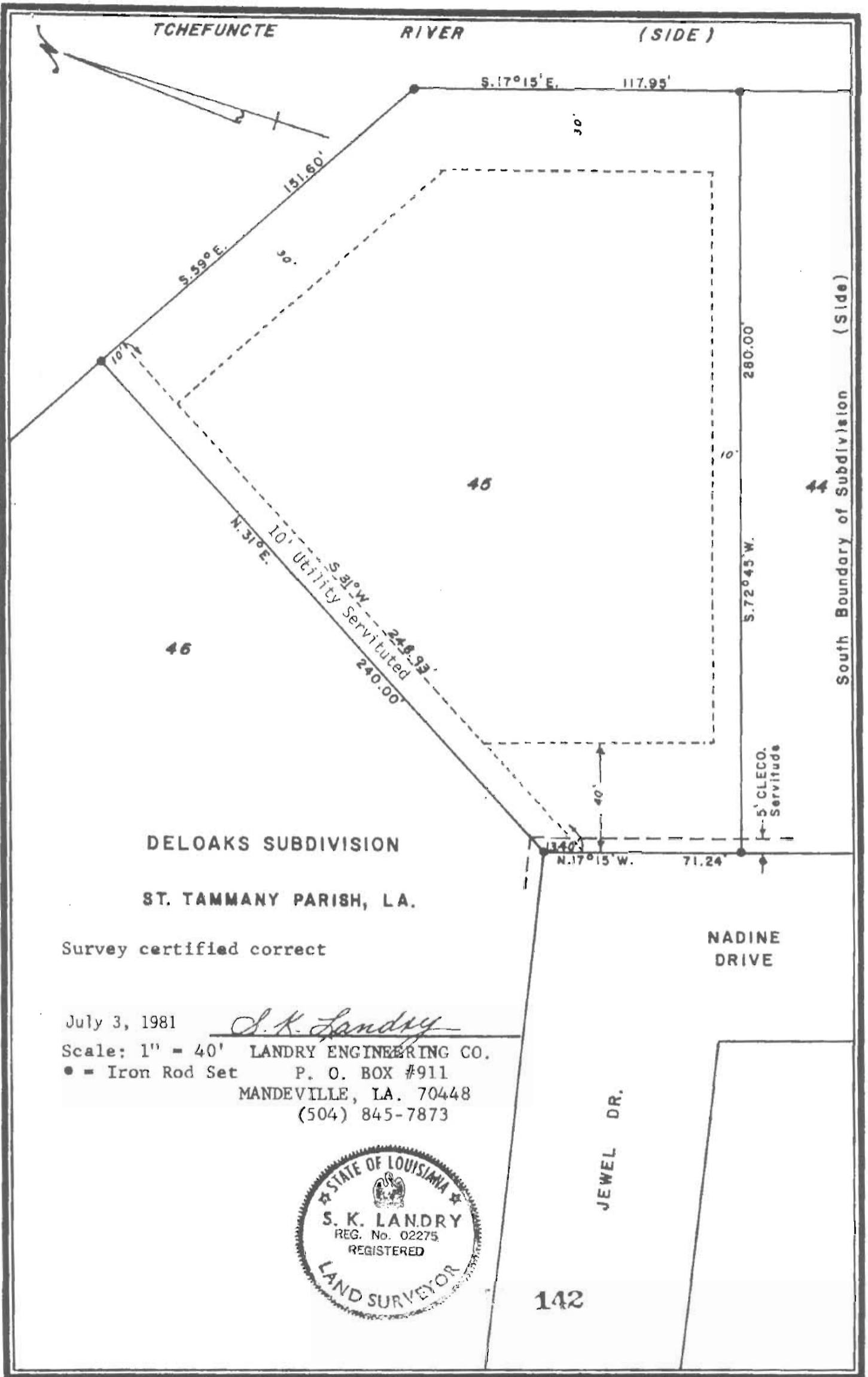


DELOAKS SUBDIVISION
ST. TAMMANY PARISH, LA.

Survey certified correct



July 3, 1981 - *S. K. Landry*
 Scale: 1" = 50' LANDRY ENGINEERING CO., INC.
 ● = Iron Rod Set P. O. BOX #911
 MANDEVILLE, LA. 70448
 (504) 845-7873



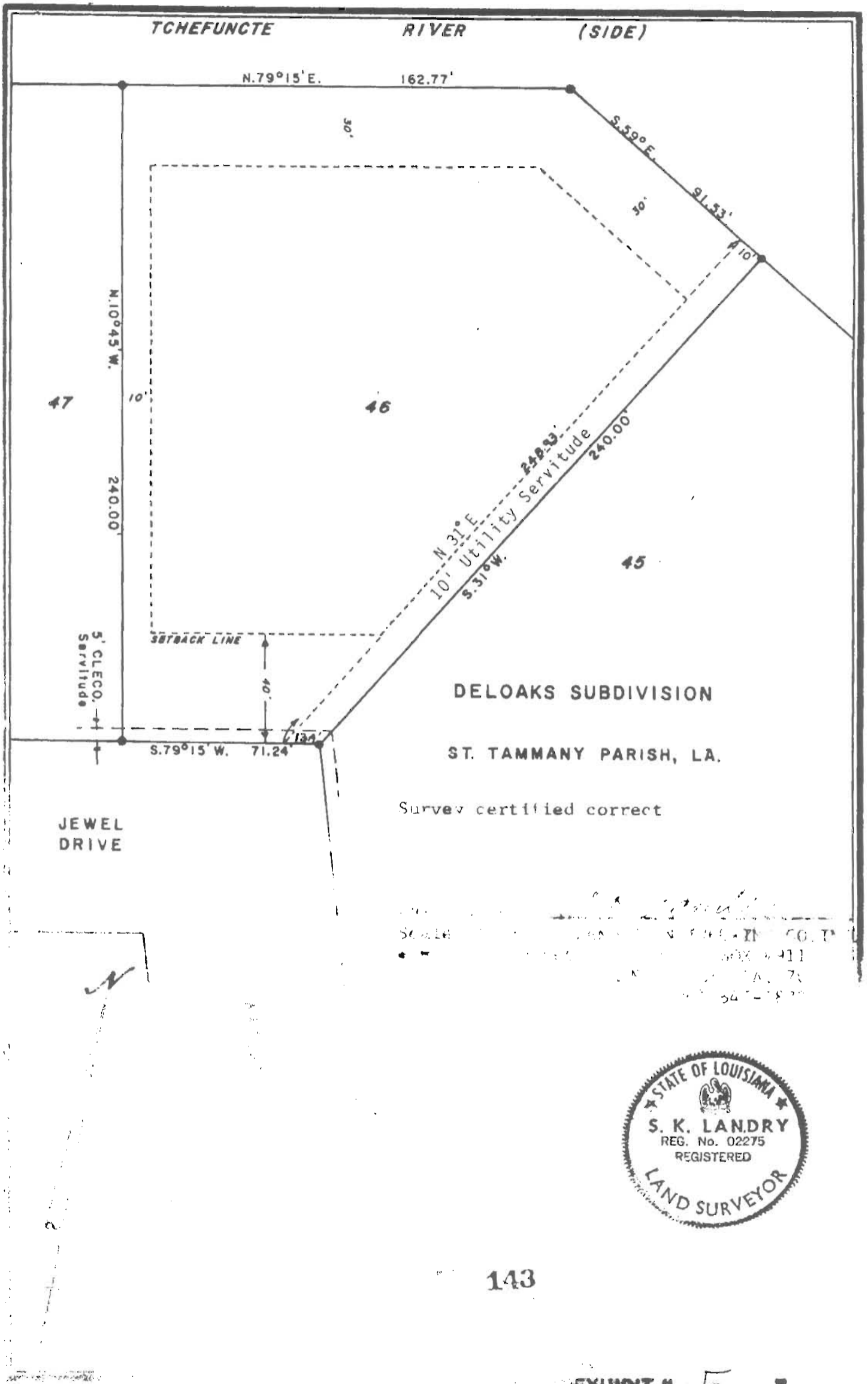
July 3, 1981

S. K. Landry

Scale: 1" = 40' LANDRY ENGINEERING CO.

• = Iron Rod Set P. O. BOX #911
MANDEVILLE, LA. 70448
(504) 845-7873





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EXHIBIT " F "

