

DEDICATION OF SERVITUDES, EASEMENTS AND RESTRICTIVE COVENANTS

UNITED STATES OF AMERICA

STATE OF LOUISIANA

BY: LONESOME DEVELOPMENT, L.L.C.

PARISH OF ST. TAMMANY

FOR: TALLOW CREEK SUBDIVISION

BE IT KNOWN, that on this 1st day of July, in the year of Our Lord, two thousand three (2003):

BEFORE ME, JEFFREY D. SCHOEN, a Notary Public, duly commissioned and qualified in and for the state and parish aforesaid, there in residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

LONESOME DEVELOPMENT, L.L.C. (TIN 72-1361390), a Louisiana limited liability company, domiciled in Mandeville, St. Tammany Parish, Louisiana, herein represented by its duly authorized Members/Managers, being HST COMPANY, LLC (herein represented by T. R. Henning, Manager) and Don A. McMath;

its mailing address being: P. O. Box 296 Mandeville, LA 70470

hereinafter sometimes referred to as "Developer", and said Developer does declare as follows:

WHEREAS, the Developer is the owner of a parcel of land located in St. Tammany Parish, Louisiana, in Section 1, Township 7 South, Range 10 East, more fully described herein; and

WHEREAS, the Developer is developing a residential subdivision on a parcel of property described herein to be known as Tallow Creek Subdivision, (the "Subdivision"); and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in the Subdivision and for the maintenance of lighting facilities and other amenities as a part of said Subdivision; 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 maps and plats of surveys of Randy Brown & Associates, Inc., recorded in the official records of St. Tammany Parish, Louisiana, which shall inure to the benefit of The Property described herein and parcels hereafter added, and the subsequent Owners thereof; and

WHEREAS, in order for the Developer to insure a uniform plan of development, it deems desirable for the efficient operation of the Subdivision, and for the maintenance of the values, amenities and safeguards provided in the Subdivision, to create an Association to which shall be delegated and assigned the power and duties of maintaining and administering the lighting and other common 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 owns and controls "Tallow Creek Homeowners Association, Inc.", as a nonprofit corporation 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, as hereinafter defined.

Article I
PROPERTY

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

- A. ALL THAT CERTAIN TRACT OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 1, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana, and being more fully described as follows:

Commence from corner common to Sections 35 and 36, Township 6 South, Range 10 East, and Sections 1 and 2, Township 7 South, Range 10 East, also the POINT OF BEGINNING.

Thence go along the section line common to Section 1, Township 7 South, Range 10 East and Section 36, Township 6 South, Range 10 East, North 89 degrees 00 minutes 34 seconds East a distance of 400.00 feet. Thence go South 00 degrees 52 minutes 22 seconds East a distance of 1832.00 feet; thence go North 63 degrees 22 minutes 07 seconds West a distance of 451.00 feet; thence go North 00 degrees 52 minutes 19 seconds West a distance of 1622.90 feet back to the Point of Beginning.

Said parcel contains 15.863 acres of land, more or less.

All as more fully shown on the survey of Randall W. Brown & Associates, Inc., Survey No. 02596, dated April 10, 2003, a copy of which is annexed to Instrument No. 1365812 of the conveyance records of St. Tammany Parish, Louisiana.

- B. ALL THAT CERTAIN TRACT OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 1, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana, and being more fully described as follows:

Commence from corner common to Sections 35 and 36, Township 6 South, Range 10 East, and Sections 1 and 2, Township 7 South, Range 10 East; thence go North 89 degrees 00 minutes 34 seconds East distance of 400.00 feet to the Point of Beginning.

Thence go North 89 degrees 00 minutes 34 seconds East a distance of 954.90 feet; thence go North 88 degrees 30 minutes 17 seconds East a distance of 302.87 feet; thence go North 89 degrees 34 minutes 29 seconds East a distance of 1049.64 feet; thence go North 89 degrees 44 minutes 10 seconds East a distance of 106.21 feet; thence go South 00 degrees 46 minutes 06 seconds East a distance of 1358.00 feet; thence go North 72 degrees 35 minutes 59 seconds West a distance of 165.95 feet; thence go South 47 degrees 51 minutes 09 seconds West a distance of 525.25 feet; thence go South 00 degrees 40 minutes 13 seconds West a distance of 389.18 feet; thence go South 05 degrees 50 minutes 12 seconds West a distance of 187.88 feet; thence go North 89 degrees 30 minutes 45 seconds West a distance of 247.48 feet; thence go South 05 degrees 50 minutes 41 seconds West a distance of 528.16 feet; thence go North 89 degrees 34 minutes 56 seconds West a distance of 419.07 feet; thence go North 01 degrees 27 minutes 33 seconds West a distance of 603.90 feet; thence go North 68 degrees 22 minutes 56 seconds West a distance of 183.49 feet; thence go North 12 degrees 22 minutes 56 seconds West a distance of 173.99 feet; thence go South 55 degrees 37 minutes 08 seconds West a distance of 181.64 feet; thence go South 33 degrees 22 minutes 00 seconds West a distance of 52.96 feet; thence go South 56 degrees 05 minutes 24 seconds West a distance of 360.04 feet; thence go South 72 degrees 04 minutes 56 seconds West a distance of 116.37 feet; thence go South 62 degrees 18 minutes 29 seconds West a distance of 171.28 feet; thence go South 82 degrees 41 minutes 17 seconds West a distance of 156.60 feet; thence go South 76 degrees 29 minutes 15 seconds West a distance of 394.40 feet; thence go North 00 degrees 52 minutes 19 seconds West a distance of 828.62 feet; thence go South 63 degrees 22 minutes 07 seconds East a distance of 451.00 feet; thence go North 00 degrees 52 minutes 22 seconds West a distance of 1832.00 feet back to the Point of Beginning.

Said parcel contains 123.260 acres of land, more or less.

All as more fully shown on the survey of Randall W. Brown & Associates, Inc., Survey No. 02596, dated April 10, 2003, a copy of which is annexed to Instrument No. 1365812 of the conveyance records of St. Tammany Parish, Louisiana.

Article II
DEFINITIONS

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

- A) "Architectural Control Committee" shall mean the Architectural Control Committee of Tallow Creek Subdivision, as established in Article VIII of these Restrictive Covenants.
- B) "Association" shall mean and refer to Tallow Creek Homeowners Association, Inc., and its successors, assigns or liquidators.
- C) "Board of Directors" shall mean the Board of Directors of Tallow Creek Homeowners Association, Inc.
- D) "Common Areas" shall mean and refer to all servitudes, roads, neutral ground areas, 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 shall be subject to the control and authority of the Association.
- E) "Developer" shall mean and refer to (i) Lonesome Development, L.L.C., or its successor entity who is assigned the rights of Lonesome Development, L.L.C., as the Developer; or (ii) the lender who acquires the interest of Lonesome Development, L.L.C., by foreclosure or dation en paiement.
- F) "Lot" shall mean parcels of land designated, on the Plat.
- 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) "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.
- 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) "The Property" shall mean and refer to all or any portion of the real property described in Article I, hereof, and such additions thereto as may be made by the Developer under Article IV, hereof.
- K) "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 common facilities, and while residing within The Property.

Article III
OWNERSHIP OF COMMON AREAS

Section 1. Common Areas. The Developer may transfer to the Association legal title to property owned by the Developer and areas designated on the Plat as Common Areas at the option of the Developer. The Association may acquire other property which may be owned and maintained by the Association as Common Areas.

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. 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 community lighting and other amenities, and 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 Tallow Creek Subdivision, does agree to and binds himself to be a Member of and be subject to the obligations and duty enacted Articles of Incorporation, 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.

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 becomes a record owner of a fee interest in any Lot by transfer from the Developer 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 bylaws of the Association.

B) There shall be five hundred (500) 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 two hundred sixty three (263): or
- ii) 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 Tallow Creek Homeowners Association, Inc., and Regulations established by the Association for the Subdivision, 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 money for the purpose of improving the Common Areas and common 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 common facilities, including the right to enforce various sanctions against the Owners of Lots in Tallow Creek Subdivision, , including, but not limited to, the right of suspension, fines and penalties, and assessments of the costs of noncompliance 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, community lighting and services furnished by the Association, 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 Agents; 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 the cost of such other insurance as the Association may effect; and

E) The cost of 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 (including and drainage facilities and ponds of Tallow Creek Subdivision) 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 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 common facilities, including the necessary fixtures and personal property related thereto, or for such other purposes as the Board of Directors may consider appropriate.

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 fifty percent (50%) 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 annual assessment shall be determined by the Board of Directors.

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 V of this act of dedication.

Section 6. Increase In Maximum Assessment. The annual assessment for all class A memberships hereinabove may be increased each year by the Board of Directors of the Association by an amount not to exceed twenty five percent (25%) of the maximum annual assessment for the preceding year.

Section 7. Commencement Of Annual Assessment. The annual assessment for each class A membership shall commence on the first day of the month following the date of the Act of Sale of a Lot from the Developer.

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 Lot clearing, bush hogging, culvert installation, ditching or excavation or removal of plant material, nor any 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 Tallow Creek Subdivision, by the holders of the Class B stock (until and unless said holders allow the Board 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

Subdivision 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 Tallow Creek Subdivision, by the Board of Directors of the Association by the Architectural Control Committee designated by it.

Section 2. Architectural Control Committee - Operation. The initial Architectural Control Committee shall be composed of T. R. Henning and Don A. McMath, without compensation. The Architectural Control Committee shall serve for the length of time and at the pleasure of the holders of the Class B stock (until and unless said holders relinquish said authority to the Board of Directors) and may be removed and replaced by a majority vote of the holders of the Class B stock (until and unless said holders relinquish said authority to the Board of Directors). In the event the holders of the Class B stock fail 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, may 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 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. The Architectural Control Committee shall be entitled to charge a reasonable fee for reviewing plans and specifications submitted to it. The fee schedule shall be set and entitled by the Board of Directors.

Section 4. The Architectural Control Committee shall have the right to require an applicant for a permit to deposit with the Architectural Control Committee such amounts as determined by the Architectural Control Committee to insure compliance with the provisions of these covenants as well as all building and drainage requirements. The Architectural Control Committee shall have the legal right of offset as to all amounts due by the applicant to the Association for compliance with these covenants.

Section 5. 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 noncompletion.

Section 6. 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 7. 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.J, 1.Q, 1.R, 1.S, 1.U, 1.W, and 1.BB.iii.

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 each Lot within The Property which has been transferred from the Developer, to-wit (these Restrictions shall specifically not apply to the Developer):

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, except for the following:

i) Developer (or Assignee) may designate one or more lots for use as a temporary administrative and sales center.

ii) Developer (or Assignee) may designate one or more lots for temporary use as a field office.

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 there in 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, insects colonies, bee hives, 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 (not to exceed an aggregate of three) 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 inoculated 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 Lots 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 vehicle(s), commercial vehicle(s), boat(s), trailer(s), camp truck(s), mobile home, house trailer, modular home, geodesic dome, 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 bona fide 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 an enclosed garage or kept behind a fence. 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 without approval of the Architectural Control Committee and the St. Tammany Parish Council or the St. Tammany Parish Planning Commission. 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) No trees shall be removed from any Lot without written approval of the Architectural Control Center acting through Architectural Control Committee. The Board of Directors of the Association and/or the Architectural Control Committee 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) Satellite dishes, antennas, towers or other devices for the reception of communication signals are strictly prohibited, except that 18" diameter (maximum) satellite dishes are acceptable at locations approved by the Architectural Control Committee.

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.

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. Each Lot shall be maintained in a clean and sanitary condition, free of trash, rubbish and other offensive matter. Dead trees shall be removed by the Lot Owner at the Lot Owners expense. The failure of the Lot Owner to comply with this section shall authorize the Association to provide the necessary work, labor, materials and maintenance necessary to bring the Lot into compliance and charge the Lot Owner for the expense as an additional assessment owed by the Lot Owner. The collection of amounts owed shall be made in accordance with the rights and remedies provided in Article VII, Section 3, hereof.

Q) 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. The finished first floor elevation shall not exceed five feet (5') from existing grade.

R) 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 main dwelling. Fences shall not exceed six (6') 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) No fence shall be erected, placed or altered on any corner lot (a Lot having frontage on two streets) nearer to the side street than the side setback line.

S) A dwelling constructed on any Lot shall comply with the following requirements:

i) The main residential dwelling shall have not less than 1,550 square feet of heated and cooled area.

ii) No dwelling shall be constructed having less than 2,000 square feet total area which includes a two car garage.

T) The finished floor elevation of each dwelling constructed on a Lot shall be in accordance with the State of Louisiana and the Parish of St. Tammany regulations.

U) Any out-building, storage shed, cabana, gazebo, or other detached structure shall comply with the following guidelines: (i) have a maximum of 200 square feet under beam; (ii) shall be a minimum of 10 feet from rear and interior side property lines; however, the side setback for all corner lots shall be as approved by the Architectural Control Committee on a case by case basis; and (iii) the building must architecturally conform and be compatible with the elevation, design and material of the main residential dwelling on the Lot.

V) 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.

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

X) No individual water wells or individual sewerage treatment systems shall be allowed on any Lot. Each Lot shall utilize the central sewerage and water systems available designed for the Subdivision for all potable water and sewerage uses; however, individual water wells shall be allowed for irrigation purposes only.

Y) 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 of fends, disturbs or constitutes a nuisance is expressly prohibited.

Z) With respect to the established drainage pattern on any Lot, and as a part thereof, these restrictions hereby establish the following requirements which shall be observed and satisfied by each Lot Owner for his Lot, to wit:

i) Each Lot shall be graded to drain to the nearest appropriate drainage servitude unless the Architectural Control Committee indicates otherwise.

ii) Each Lot Owner shall create and maintain a drainage-way ("swale") immediately adjacent to the interior side Lot lines of his Lot, in order to provide for and to carry drain water from his Lot and from the adjoining Lot to the nearest appropriate drainage servitude. No fence shall substantially interfere with the drainage flow in this swale area.

iii) Each Owner shall permit reasonable ingress and egress on his Lot by the Developer and/or the Association for the purposes of maintenance and preservation of the established drainage pattern, the Drainage Servitude areas and the said swale areas. There shall be no affirmative obligation of the Developer or the Association for any drainage construction or maintenance.

iv) With respect to the drainage of his Lot, an Owner shall be required to comply with the grading, elevation and fill requirements of these restrictions and the Architectural Control Committee at the time he shall construct a residence on his Lot.

AA) Regulations regarding culverts and driveways:

i) All driveways connecting to the street must have a culvert to insure maintenance of driveway material and the proper flow of drainage. Where applicable, driveway culverts shall extend not less than four (4) feet beyond the edge of the concrete driveway. Culvert sizes must be in accordance with parish engineering specifications as set forth in the "as built" paving and drainage plans, and, further, approved in advance by the Architectural Control Committee. All culvert installation shall be set at an elevation established by the drainage plan for The Property and approved by the St. Tammany Parish Department of Engineering.

ii) Where applicable, it is the responsibility of the Owner to install the culvert at the correct elevation. If the culvert moves or is damaged during construction, it is the Owner's responsibility to replace or correct the culvert before pouring the concrete driveway. Failure to properly install a culvert shall authorize the Architectural Control Committee to replace and correct the culvert at Owner's expense. The failure of the Owner to comply with this section shall authorize the Association to provide the necessary work, labor, materials and maintenance necessary to bring the Lot into compliance and charge the Owner for the expense as an additional assessment owed by the Owner. The collection of amounts owed shall be made in accordance with the rights and remedies provided in Article VII, Section 3, hereof.

iii) 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 eighteen inches (18") from the side property line.

Article X

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 (i) the then Owners of fifty-one percent (51%) of the Lots in the subdivision and the Developer or (ii) by the Developer, alone, 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 Tallow Creek Subdivision, . 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.

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. 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 5. 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 Mandeville, St. Tammany Parish, Louisiana, on the day, month and year hereinabove first written, in the presence of the undersigned competent witnesses, who hereunto subscribe their names with the said Notary, after due reading of the whole.

WITNESSES:

LONESOME DEVELOPMENT, L.L.C.

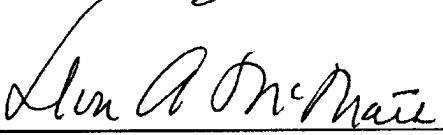
BY: HST COMPANY, LLC (Member)


Shelley W. Graham

BY: 
T. R. HENNING, MANAGER

Rachel L. Miller

AND

BY: 
**DON A. McMATH
MEMBER/MANAGER**


**JEFFREY D. SCHOEN
NOTARY PUBLIC**

**FIRST AMENDMENT AND MODIFICATION
TO THE DEDICATION OF SERVITUDES,
EASEMENTS AND RESTRICTIVE
COVENANTS OF
TALLOW CREEK SUBDIVISION**

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

BY: LONESOME DEVELOPMENT, L.L.C.

BE IT KNOWN, that on this 15th day of March, in the year of Our Lord, two thousand and four;

BEFORE ME, LELAND R. GALLASPY, a Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

LONESOME DEVELOPMENT, L.L.C. (TIN 72-1361390), a Louisiana limited liability company, domiciled in Mandeville, St. Tammany Parish, Louisiana, herein represented by its duly authorized Members/Managers, being HST COMPANY, LLC (herein represented by T. R. Henning, Manager) and Don A. McMath;

its mailing address being: P. O. Box 296
Mandeville, LA 70470

hereinafter sometimes referred to as "Developer", who declared that pursuant to Article X, Section 1, of the "Dedication of Servitudes, Easements and Restrictive Covenants" for Tallow Creek Subdivision recorded at Instrument No. 1381072, of the official records of St. Tammany Parish, as amended and modified thereafter ("Restrictive Covenants"), the undersigned, as Developer of Tallow Creek Subdivision does amend the Restrictive Covenants, in the following particulars:

I.

Article VII, ~~Assessments~~, Section 5, Annual Membership Assessment, is hereby amended to provide as follows:

Section 5. Annual Membership Assessment. Subject to the following sections, the initial annual assessment for the year 2004 for each of the Lots to which class A membership is appurtenant shall be \$200.00 per annum. 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 V of this act of dedication.

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II.

Article IX, Section 1. Prohibited Uses and Nuisances, Subpart E) is hereby amended to provide as follows:

E) No junk vehicle(s), commercial vehicle(s), boat(s), trailer(s), camp truck(s), mobile home, house trailer, modular home, geodesic dome, 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 bona fide 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 boats on a trailer if the following two conditions are satisfied: (1) the boat does not exceed twenty-five (25) feet in length and eight (8) feet in height from the ground to the top of the boat while on the trailer; and (2) the boat is kept within an enclosed garage or behind a fence approved in accordance with Article IX, Section 1.R) hereinafter. The parking of any vehicle within a street right-of-way is strictly prohibited.

III.

Article IX, Section 1. Prohibited Uses and Nuisances, Subpart R) is hereby amended to provide as follows:

R) Fences may be erected and maintained only after approval as to location, design and materials by the Architectural Control Committee. In addition to said approval, said fences shall also comply with the following:

- i) Interior Lots: No fence shall be erected, placed or altered on any interior Lot (a Lot not fronting on two streets) closer to the street than the farthest left corner and the farthest right corner of the front of the main dwelling. It is the Developer's intent in this provision to prevent any fences from being located between the front of any part of the dwelling and the street.
- ii) Corner Lots: Fences erected, placed or altered on any corner Lot (a Lot having frontage on two streets) must comply with the following requirements: (1) fencing on the interior side of the Lot (the side adjacent to another Lot) shall not be closer to the front street than the farthest corner of the front of the main dwelling on the interior side; (2) fencing on the exterior side of the Lot (the side adjacent to the side street) shall not extend any closer to the front street than the rear most corner of the dwelling or garage; and (3) no fence shall be nearer to the side street than the side setback line. It is the Developer's intent in this provision to prevent any fences from being located between any part of the front or side of a dwelling and the adjacent side or front street.
- iii) Fences shall not exceed six (6') feet in height, however fences located on Lots adjacent to any pond shall not exceed four (4') feet in height and must be picket fencing or other appropriate fencing material approved by the Architectural Control Committee. No fences on any Lot shall utilize barbed wire, creosote posts, chain link or mesh wire fence material.

In all other respects the Restrictive Covenants, except as amended and added to, shall remain the same.

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 witnesses and me, Notary, after reading of the whole.

WITNESSES:

LONESOME DEVELOPMENT, L.L.C.

BY: HST COMPANY, LLC (Member)

[Handwritten Signature]

BY: *[Handwritten Signature]*
T. R. HENNING, MANAGER

Margie Housey

AND

BY: *[Handwritten Signature]*
DON A. McMATH
MEMBER/MANAGER

[Handwritten Signature]
LELAND R. GALLASPY
NOTARY PUBLIC

**SECOND AMENDMENT AND MODIFICATION
TO THE DEDICATION OF SERVITUDES,
EASEMENTS AND RESTRICTIVE
COVENANTS OF
TALLOW CREEK SUBDIVISION**

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

BY: LONESOME DEVELOPMENT, L.L.C.

BE IT KNOWN, that on this 21st day of February, in the year of Our Lord, two thousand and five;

BEFORE ME, LELAND R. GALLASPY, a Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

LONESOME DEVELOPMENT, L.L.C. (TIN 72-1361390), a Louisiana limited liability company, domiciled in Mandeville, St. Tammany Parish, Louisiana, herein represented by its duly authorized Members/Managers, being HST COMPANY, LLC (herein represented by T. R. Henning, Manager) and Don A. McMath;

its mailing address being: P. O. Box 296
Mandeville, LA 70470

hereinafter sometimes referred to as "Developer", who declared that pursuant to Article X, Section 1, of the "Dedication of Servitudes, Easements and Restrictive Covenants" for Tallow Creek Subdivision recorded at Instrument No. 1381072, of the official records of St. Tammany Parish, as amended and modified thereafter ("Restrictive Covenants"), the undersigned, as Developer of Tallow Creek Subdivision does amend the Restrictive Covenants, in the following particulars:

I.

Article X, Section 2, Construction and Enforcement, is hereby amended to provide as follows:

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 Tallow Creek Subdivision. Enforcement of these servitudes, privileges and restrictions shall be by any legal proceeding by the Association or an Owner 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. In addition to the foregoing relief, the Association shall also be entitled to recover the reasonable attorney's fees incurred by it in any legal proceeding against any person or persons violating or attempting to violate any servitude, privilege or restriction set forth herein.

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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 all other respects the Restrictive Covenants, except as amended and added to, shall remain the same.

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 witnesses and me, Notary, after reading of the whole.

WITNESSES:

LONESOME DEVELOPMENT, L.L.C.


BY: HST COMPANY, LLC (Member)


Patricia Brown
Patricia Brown

BY: 
T. R. HENNING, MANAGER


Gina Broussard

AND

BY: 
DON A. McMATH
MEMBER/MANAGER


LELAND R. GALLASPY
NOTARY PUBLIC
BAR NO. 21601

**THIRD AMENDMENT AND MODIFICATION
TO THE DEDICATION OF SERVITUDES,
EASEMENTS AND RESTRICTIVE
COVENANTS OF
TALLOW CREEK SUBDIVISION**

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

BY: LONESOME DEVELOPMENT, L.L.C.

BE IT KNOWN, that on this 6th day of April, in the year of Our Lord, two thousand and five;

BEFORE ME, LELAND R. GALLASPY, a Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

LONESOME DEVELOPMENT, L.L.C. (TIN 72-1361390), a Louisiana limited liability company, domiciled in Mandeville, St. Tammany Parish, Louisiana, herein represented by its duly authorized Members/Managers, being HST COMPANY, LLC (herein represented by T. R. Henning, Manager) and Don A. McMath;

its mailing address being: P. O. Box 296
Mandeville, LA 70470

hereinafter sometimes referred to as "Developer", who declared that pursuant to Article X, Section 1, of the "Dedication of Servitudes, Easements and Restrictive Covenants" for Tallow Creek Subdivision recorded at Instrument No. 1381072, of the official records of St. Tammany Parish, as amended and modified thereafter ("Restrictive Covenants"), the undersigned, as Developer of Tallow Creek Subdivision does amend the Restrictive Covenants, in the following particulars:

I.

Article IX, Section 1.U) is hereby amended to provide as follows:

U) Any out-building, storage shed, cabana, gazebo, or other detached structure shall comply with the following guidelines: (i) have a maximum of 200 square feet under beam; (ii) shall be a minimum of 10 feet from rear and interior side property lines; however, the side setback for all corner lots shall be as approved by the Architectural Control Committee on a case by case basis; and (iii) the building must architecturally conform and be compatible with the elevation, design and material of the main residential dwelling on the Lot. Notwithstanding the foregoing, out-buildings, sheds, cabanas, gazebos and any other detached structure are specifically prohibited and shall not be constructed on Lots 25 through 38, inclusive; unless the building is permanently attached to and forms a part of the main residential dwelling.

In all other respects the Restrictive Covenants, except as amended and added to, shall remain the same.

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Registry #: 1490063 SHC
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WITNESSES:

LONESOME DEVELOPMENT, L.L.C.

BY: HST COMPANY, LLC (Member)

Nancy B. Gomez
Print Name: Nancy B. Gomez

BY: *T. R. Henning*
T. R. HENNING, MANAGER

Lanna M. Housey
Print Name: Lanna M. Housey

AND

BY: *Don A. McMath*
DON A. McMATH
MEMBER/MANAGER

Leland R. Gallaspy
LELAND R. GALLASPY
NOTARY PUBLIC
BAR NO. 21601

**FOURTH AMENDMENT AND MODIFICATION
TO THE DEDICATION OF SERVITUDES,
EASEMENTS AND RESTRICTIVE
COVENANTS OF
TALLOW CREEK SUBDIVISION**

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

BY: LONESOME DEVELOPMENT, L.L.C.

BE IT KNOWN, that on this 13th day of July, in the year of Our Lord, two thousand and five;

BEFORE ME, LELAND R. GALLASPY, a Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

LONESOME DEVELOPMENT, L.L.C. (TIN 72-1361390), a Louisiana limited liability company, domiciled in Mandeville, St. Tammany Parish, Louisiana, herein represented by its duly authorized Members/Manager, being HST COMPANY, LLC (herein represented by T. R. Henning, Manager);

its mailing address being: P. O. Box 67
Mandeville, LA 70470

hereinafter sometimes referred to as "Developer", who declared that pursuant to Article X, Section 1, of the "Dedication of Servitudes, Easements and Restrictive Covenants" for Tallow Creek Subdivision recorded at Instrument No. 1381072, of the official records of St. Tammany Parish, as amended and modified thereafter ("Restrictive Covenants"), the undersigned, as Developer of Tallow Creek Subdivision does amend the Restrictive Covenants, in the following particulars:

I.

Article IX, Section 1.E) is hereby amended to provide as follows:

E) No junk vehicle(s), commercial vehicle(s), boat(s), trailer(s), camp truck(s), mobile home, house trailer, motor homes, modular home, geodesic dome, 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 bona fide 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 that do not exceed eight (8) feet in height and which are kept within an enclosed garage or behind a solid cedar board fence which meets all of the requirements set forth in Subsection 1.R of this Article. The parking of any vehicle within a street right-of-way is strictly prohibited.

In all other respects the Restrictive Covenants, except as amended and added to, shall remain the same.

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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 witnesses and me, Notary, after reading of the whole.

WITNESSES:

LONESOME DEVELOPMENT, L.L.C.

Patricia J. Rodgers

Patricia Rodgers

BY: HST COMPANY, LLC (Member)

Nancy B. Gomez

Nancy B. Gomez

BY: *T. R. Henning*

T. R. HENNING, MANAGER

Leland R. Gallaspy

LELAND R. GALLASPY
NOTARY PUBLIC
BAR NO. 21601

**FIFTH AMENDMENT AND MODIFICATION
TO THE DEDICATION OF SERVITUDES,
EASEMENTS AND RESTRICTIVE
COVENANTS OF
TALLOW CREEK SUBDIVISION**

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

BY: LONESOME DEVELOPMENT, LIMITED LIABILITY COMPANY

BE IT KNOWN, that on this 23rd day of January, in the year of Our Lord, two thousand and seven;

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

LONESOME DEVELOPMENT, LIMITED LIABILITY COMPANY (TIN 72-1361390), a Louisiana limited liability company, domiciled in St. Tammany Parish, Louisiana, herein represented by Timothy R. Henning, its Manager, duly authorized by virtue of a Unanimous Consent of the Board of Directors, which resolution is recorded as original instrument number 1288722 of the records of St. Tammany Parish, Louisiana, and whose mailing address is;

its mailing address being: P. O. Box 296
Mandeville, LA 70470

hereinafter sometimes referred to as "Developer", who declared that pursuant to Articles IV and X, Section 1, of the "Dedication of Servitudes, Easements and Restrictive Covenants" for Tallow Creek Subdivision recorded at Instrument No. 1381072, of the official records of St. Tammany Parish, as amended and modified thereafter ("Restrictive Covenants"), the undersigned, as Developer of Tallow Creek Subdivision does amend the Restrictive Covenants, in the following particulars:

I.

Article I of the Restrictive Covenants is hereby amended to include a subsection "C" submitting and subjecting the following described immovable property to all terms, conditions and obligations of the Restrictive Covenants:

- C. A 9.650 Acre Parcel of Ground Situated in Section 36, Township 7 South - Range 10 East, St. Tammany Parish, Louisiana.

All that certain piece or parcel of ground, situated in Section 36, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana and being more fully described as follows:

Commence from corner common to Sections 35 and 36, Township 6 South - Range 10 East, and Sections 1 and 2, Township 7 South - Range 10 East, also the POINT OF BEGINNING

Thence go North 00 degrees 19 minutes 19 seconds West, a

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distance of 270.46 feet; thence go North 18 degrees 21 minutes 19 seconds East, a distance of 126.59 feet; thence go South 67 degrees 53 minutes 03 seconds East, a distance of 190.00 feet to a point on a curve; thence go along a curve to the left having a radius of 500.00 feet an arc length of 16.52 feet; thence go North 89 degrees 00 minutes 34 seconds East, a distance of 1143.98 feet; thence go South 00 degrees 26 minutes 57 seconds East, a distance of 300.01 feet; thence go South 89 degrees 00 minutes 34 seconds West, a distance of 1235.05 feet; thence go South 00 degrees 52 minutes 19 seconds East, a distance of 29.98 feet; thence go South 89 degrees 00 minutes 34 seconds West, a distance of 120.00 feet; thence go North 00 degrees 51 minutes 55 seconds West, a distance of 29.98 feet back to the POINT OF BEGINNING

Said parcel contains 9.650 acres of land, more or less.

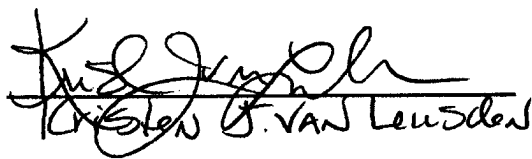
All as more fully shown on the survey of Randall w. Brown & Associates., dated October 9, 2006, revised November 10, 2006, bearing Survey No. 061153, captioned "Final Plat of TALLOW CREEK - PHASE 1-I-1", and to be recorded in the public map records maintained by the St. Tammany Parish Clerk of Court.

In all other respects the Restrictive Covenants, except as amended and added to, shall remain the same.

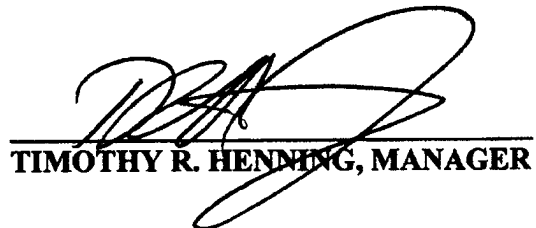
THUS DONE AND PASSED, in my office in Covington, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned witnesses and me, Notary, after reading of the whole.

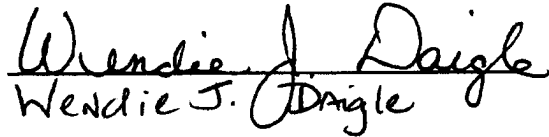
WITNESSES:

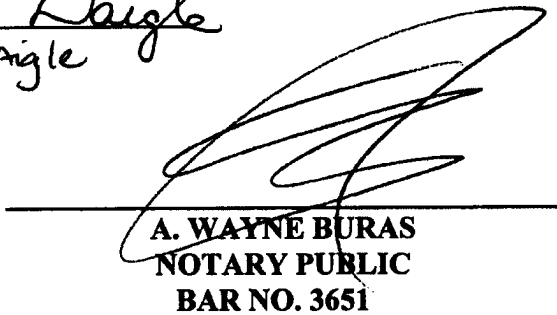
**LONESOME DEVELOPMENT,
LIMITED LIABILITY COMPANY**


Kristen J. Van Leusden

BY:


TIMOTHY R. HENNING, MANAGER


Wendie J. Daigle


A. WAYNE BURAS
NOTARY PUBLIC
BAR NO. 3651

**SIXTH AMENDMENT AND MODIFICATION
TO THE DEDICATION OF SERVITUDES,
EASEMENTS AND RESTRICTIVE
COVENANTS OF
TALLOW CREEK SUBDIVISION**

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

BY: LONESOME DEVELOPMENT, LIMITED LIABILITY COMPANY

BE IT KNOWN, that on this 4th day of June, in the year of Our Lord, two thousand and seven;

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

LONESOME DEVELOPMENT, LIMITED LIABILITY COMPANY (TIN 72-1361390), a Louisiana limited liability company, domiciled in St. Tammany Parish, Louisiana, herein represented by Timothy R. Henning, its Manager, duly authorized by virtue of a Unanimous Consent of the Board of Directors, which resolution is recorded as original instrument number 1288722 of the records of St. Tammany Parish, Louisiana, and whose mailing address is;

its mailing address being: P. O. Box 67
Mandeville, LA 70470

hereinafter sometimes referred to as "Developer", who declared that pursuant to Articles IV and X, Section 1, of the "Dedication of Servitudes, Easements and Restrictive Covenants" for Tallow Creek Subdivision recorded at Instrument No. 1381072, of the official records of St. Tammany Parish, as amended and modified thereafter ("Restrictive Covenants"), the undersigned, as Developer of Tallow Creek Subdivision does amend the Restrictive Covenants, in the following particulars:

I.

Article I of the Restrictive Covenants is hereby amended to include a subsection "D" submitting and subjecting the following described immovable property to all terms, conditions and obligations of the Restrictive Covenants:

- D. A 31.654 Acre Parcel of Ground Situated in Section 36, Township 7 South -0 Range 10 East St. Tammany Parish, Louisiana.**

All that certain piece or parcel of ground, situated in Section 36, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana, and being more fully described as follows:

Commence from the corner common to Sections 35 and 36, Township 6 South - Range 10 East, and Sections 1 and 2, Township 7 South - Range 10 East, go North 00 degree 19 minutes 19 seconds West, a distance of 270.46 feet to the POINT OF BEGINNING.

St. Tammany Parish 20
Instrmnt #: 1625204
Registry #: 1733651 SHC
6/4/2007 3:41:00 PM
MB CB X MI UCC

From the Point of Beginning go North 00 degrees 19 minutes 19 seconds West, a distance of 1058.67 feet; thence go North 89 degrees 11 minutes 57 seconds East, a distance of 1351.81 feet; thence go South 00 degrees 26 minutes 57 seconds East, a distance of 1024.61 feet; thence go South 89 degrees 00 minutes 34 seconds West, a distance of 1143.98 feet; thence along a curve to the right having a radius of 500.00 feet and an arc length of 16.52 feet; thence go North 67 degrees 53 minutes 03 seconds West, a distance of 190.00 feet; thence go South 18 degrees 21 minutes 19 seconds West, a distance of 126.59 feet back to the POINT OF BEGINNING.

All as more fully shown on the survey of Randall W. Brown & Associates., dated March 12, 2007, revised April 19, 2007, bearing Survey No. 07182, captioned "Final Plat of TALLOW CREEK - PHASE 1-I-2", and recorded with the St. Tammany Parish Clerk of Court on May 17, 2007 as Map File No. 4468.

II.

Article IX, Section 1.E), previously amended in the Fourth Amendment to the Restrictive Covenants recorded on July 13, 2005 as Instrument No. 1506317, is further hereby amended and revised to provide as follows:

E) No junk vehicle, commercial vehicle, boat, trailer, camp truck, motor homes, mobile home, house trailer, tractor, bus, modular home, geodesic dome, 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 bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles performed on any Lot. This restriction shall not apply to recreational vehicles, recreational trailers, or boats on a trailer that do not exceed eight (8) feet in height and which are kept within an enclosed garage or behind a solid cedar board fence which meets all of the requirements set forth in Article IX, Section 1R) hereinafter. The parking of vehicles on the streets or street right-of-way is strictly prohibited except when necessary on a temporary, short-term basis (six hours or less) to accommodate visitors provided that any such parked vehicles shall not obstruct the use of the street.

III.

Article X, Section 2, Construction and Enforcement, previously amended in the Second Amendment to the Restrictive Covenants recorded on February 22, 2005 as Instrument No. 1478842, is further hereby amended and revised to provide as follows:

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 Tallow Creek Subdivision. Enforcement of these servitudes, privileges and restrictions shall be by any legal proceeding by the Association or an Owner 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. In addition to the foregoing relief, the Association shall also be entitled to recover the reasonable attorney's fees incurred by it in any legal proceeding against any person or persons violating or attempting to violate any servitude, privilege or restriction set forth herein. The Association shall also have the right to enforce various sanctions

against the Owners of any Lot, including, but not limited to, the right of suspension, fines and penalties, and assessments of the costs of noncompliance 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 as a result of any violation or attempted violation of the servitudes, privileges or restrictions set forth herein.

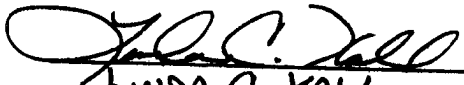
There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within servitudes, privileges or restrictions cannot be adequately remedied exclusively by recovery of damages.

In all other respects the Restrictive Covenants, except as amended and added to, shall remain the same.

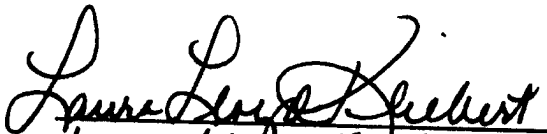
THUS DONE AND PASSED, in my office in Covington, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned witnesses and me, Notary, after reading of the whole.


WITNESSES:

**LONESOME DEVELOPMENT,
LIMITED LIABILITY COMPANY**


LINDA C. KALL

BY: 
TIMOTHY B. HENNING,
MANAGER


Laura Lloyd Kliebert


LELAND R. GALLASPY
NOTARY PUBLIC
BAR NO. 21601

**SEVENTH AMENDMENT AND MODIFICATION
TO THE DEDICATION OF SERVITUDES,
EASEMENTS AND RESTRICTIVE
COVENANTS OF
TALLOW CREEK SUBDIVISION**

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

BY: LONESOME DEVELOPMENT, LIMITED LIABILITY COMPANY

St. Tammany Parish 20
Instrmnt #: 1733674
Registry #: 1924395 SLW
07/20/2009 3:28:00 PM
MB CB X MI UCC

BE IT KNOWN, that on this th 17 day of July, in the year of Our Lord, two thousand and nine;

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

LONESOME DEVELOPMENT, LIMITED LIABILITY COMPANY (TIN 72-1361390), a Louisiana limited liability company, domiciled in St. Tammany Parish, Louisiana, herein represented by Timothy R. Henning, its Manager, duly authorized by virtue of a Unanimous Consent of the Board of Directors, which resolution is recorded as original instrument number 1288722 of the records of St. Tammany Parish, Louisiana, and whose mailing address is;

its mailing address being: P. O. Box 67
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hereinafter sometimes referred to as "Developer", who declared that pursuant to Articles IV and X, Section 1, of the "Dedication of Servitudes, Easements and Restrictive Covenants" for Tallow Creek Subdivision recorded at Instrument No. 1381072, of the official records of St. Tammany Parish, as amended and modified thereafter ("Restrictive Covenants"), the undersigned, as Developer of Tallow Creek Subdivision does amend the Restrictive Covenants, in the following particulars:

I.

Article IX, RESTRICTIONS ON USE OF PROPERTY, Section 1, Prohibited Uses and Nuisances, of the Restrictive Covenants is hereby amended to include an additional subsection "BB", providing as follows:

BB) No person shall be permitted to swim, wade or otherwise enter in the ponds located on the Property. All such activities by any member, relative, guest or other person is strictly prohibited. The Board of Directors of the Association shall have the authority to further regulate the use of the ponds and other common areas pursuant to the authority granted in VI. Section 1 of the Restrictive Covenants.

In all other respects the Restrictive Covenants, except as amended and added to, shall remain the same.

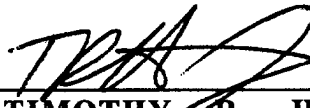
THUS DONE AND PASSED, in my office in Covington, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned witnesses and me, Notary, after reading of the whole.

WITNESSES:

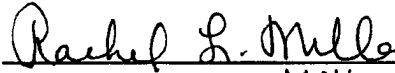
**LONESOME DEVELOPMENT,
LIMITED LIABILITY COMPANY**




LINDA Q. KALL

BY: 

TIMOTHY R. HENNING,
MANAGER



Rachel L. Miller



LELAND R. GALLASPY
NOTARY PUBLIC
BAR NO. 21601