

**SECOND RESTATEMENT AND DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

EXECUTED ON THE 14th DAY OF AUGUST, 2012

FOR

BEDICO CREEK

BY

CLASSIC PROPERTIES MANAGEMENT CORP.

St. Tammany Parish 20
Instrmnt #: 1868198
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THE UNDERSIGNED REQUESTS THAT THE CLERK OF COURT CROSS REFERENCE THIS INSTRUMENT TO RESTRICTIONS RECORDED AS INSTRUMENT NO. 1551656 AND THE RESTATEMENT AND DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS RECORDED AS INSTRUMENT NO. 179297

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**SECOND RESTATEMENT AND DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS**

**UNITED STATES OF AMERICA
STATE OF LOUISIANA**

FOR: BEDICO CREEK SUBDIVISION

PARISH OF ST. TAMMANY

BY: CLASSIC PROPERTIES MANAGEMENT CORP.

BE IT KNOWN that on this the 14th day of August, 2012,

BEFORE ME, the undersigned authority, personally came and appeared:

BEDICO CREEK PRESERVE, L.L.C., a Louisiana limited liability company, domiciled in East Baton Rouge Parish, Louisiana, herein represented by David L. Waltemath, its manager, duly authorized, which mailing address is 3520 Holiday Drive, Ste. A, New Orleans, Louisiana 70114, hereinafter called “**Declarant**”,

BEDICO INTERESTS, L.L.C., a Louisiana limited liability company, domiciled in Orleans Parish, Louisiana, herein represented by David L. Waltemath, its manager, duly authorized, which mailing address is 3520 Holiday Drive, Ste. A, New Orleans, Louisiana 70114, hereinafter referred to as “**Bedico Interests**”; and

CLASSIC PROPERTIES MANAGEMENT CORP., a Louisiana corporation, domiciled in Orleans Parish, Louisiana, herein represented by David L. Waltemath, its president, duly authorized, which mailing address is 3520 Holiday Drive, Ste. A, New Orleans, Louisiana 70114, hereinafter referred to as “**Classic Properties**”;

Who declare and agree as follows:

WHEREAS, Declarant was the owner of certain immovable property located in St. Tammany Parish, Louisiana, described on **Exhibit “A”** (“**Bedico Creek Preserve Property**”), and subjected the Bedico Creek Preserve Property to the Restatement and Declaration (defined herein);

WHEREAS, all the portions of Bedico Creek Preserve Property, together with other property owned by Upland Properties, LLC, is subject to a Declaration of Protective Covenants, Conditions, Restrictions and Easements for Bedico Creek pursuant to a filing by Upland Properties, LLC, dated May 1, 2006, recorded as Conveyance Instrument No. 1551656 of the records of St. Tammany Parish, Louisiana, (“**Upland Restrictions**”);

WHEREAS, the Upland Restrictions were recorded following the recordation of that certain mortgage granted by Upland Properties, LLC, in favor of Marshall Investments Corporation dated March 17, 2005, filed and recorded on March 21, 2005, as Mortgage Instrument No. 1484232 of the records of St. Tammany Parish, Louisiana, and that certain

mortgage (a second mortgage inscription) granted by Upland Properties, LLC in favor of Marshall Investments Corporation dated March 17, 2005, filed and recorded on March 21, 2005, as Mortgage Instrument No. 1484241 of the records of St. Tammany Parish, Louisiana, (“**Marshall Mortgage**”);

WHEREAS, the matter of Marshall Investments Corporation v. Upland Properties, LLC, was a proceeding enforcing rights under the Marshall Mortgage in the United States District Court for the Eastern District of Louisiana in Case No. 07-4054, (“**Upland Proceeding**”),

WHEREAS, the Bedico Creek Preserve Property was sold to Marshall Investments Corporation in a sale dated June 4, 2008, recorded as Conveyance Instrument No. 1685129 of the records of St. Tammany Parish, Louisiana, free and clear of all mortgages, liens, and encumbrances, including the Upland Restrictions;

WHEREAS, prior to the filing of the Upland Proceeding, Marshall Investments Corporation had released from the effects of the Marshall Mortgage Lots designated on **Exhibit “B”** attached hereto (“**Released Bedico Lots**”);

WHEREAS, Upland Properties, LLC, did transfer and convey all of the Class B Memberships of the Association to Declarant, Bedico Creek Preserve, LLC, in an instrument recorded as Instrument No. 1803900 of the records of St. Tammany Parish, Louisiana;

WHEREAS, Declarant has transferred and assigned all Class B shares of the Association to Classic Properties as set forth in the Transfer recorded as Instrument No. 1806847 in the records of St. Tammany Parish, Louisiana;

WHEREAS, Declarant desires to continue the general scheme of development initiated by Upland Properties, LLC for Bedico Creek Preserve Subdivision, subject to minor modifications of the Upland Restrictions and have imposed upon the Bedico Creek Preserve Property the Restatement and Declaration of Protective Covenants, Conditions, Restrictions And Easements for Bedico Creek, recorded November 23, 2010, in the conveyance records of St. Tammany Parish as Instrument No. 1792978, (“**Restatement and Declaration**”), as further amended and restated in this Second Restatement and Declaration of Protective Covenants, Conditions, Restrictions And Easements for Bedico Creek, (“**Second Restatement and Declaration**”);

WHEREAS, Declarant, as the successor in interest to Upland Properties, LLC, did supplement, amend, and restate the Upland Restrictions as set forth in the Restatement and Declaration in order that the Released Bedico Lots and the Bedico Creek Preserve Property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged, or otherwise encumbered, subject to the covenants, conditions, restrictions, easements, assessments and liens set forth in the Restatement and Declaration;

WHEREAS, Bedico Interests is the owner of and has now developed **Phase 1D-1** (Clerk’s Map File 5083, dated July 31, 2012), and **Phase 1D-2** (Clerk’s Map File 5084, dated July 31, 2012), and Declarant is the owner of **Phase 1D-4** (Clerk’s Map File 5085, dated July 31,

2012), Bedico Creek Subdivision, St. Tammany Parish, Louisiana, described on attached **Exhibit C**, (“**1D Phases Property**”), and both Bedico Interests and Declarant desire to subject the property comprising the 1D Phases Property to this Second Restatement and Declaration in accordance with the authority for annexation of additional property granted to Declarant (with the consent of owner) in Article XI of this Second Restatement and Declaration;

WHEREAS, Declarant is the owner of additional property to be annexed to the property encumbered by this Second Restatement and Declaration, and Declarant desires to subject the property described on the attached **Exhibit D** (“**Declarant Property**”) to this Second Restatement and Declaration in accordance with the authority for annexation of additional property granted to the Declarant in Article XI of this Second Restatement and Declaration;

NOW THEREFORE, under authority of Article XI of this Second Restatement and Declaration entitled “Annexation of Additional Property”, Declarant and Bedico Interests (as applicable) do by these presents add the 1D Phases Property in **Exhibit C** and Declarant Property described in **Exhibit D**, attached to this Second Restatement and Declaration, and do declare that the property described in **Exhibit C** and **Exhibit D**, attached hereto, shall be subject to this Second Restatement and Declaration for all purposes being now incorporated in and included within the property encumbered by this Second Restatement and Declaration;

Declarant intends by this Second Restatement and Declaration to impose upon the Bedico Creek Preserve Property (Exhibit A), the Released Bedico Lots (Exhibit B), 1D Phases Property (Exhibit C), and Declarant Property (Exhibit D), mutually beneficial restrictions under a general plan of improvement and development for the benefit of all owners of real property described as Bedico Creek. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Bedico Creek Property and to establish a method for the administration, maintenance, preservation, use and enjoyment of such real property as is now or hereafter subject to this Second Restatement and Declaration;

Declarant and Bedico Interests (as applicable) hereby declare that the real property described on **Exhibit A, Exhibit B, Exhibit C, and Exhibit D** of this Second Restatement and Declaration, described herein as the Bedico Creek Preserve Property, the Released Bedico Lots, 1D Phases Property, and Declarant Property, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Second Restatement and Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, hereinafter set forth, which shall run with the title to the real property hereby or hereafter made subject hereto, and shall be binding on all Persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall insure to the benefit of each and every owner of all or any portion thereof.

Article I **Definitions**

Unless the context shall prohibit, certain words used in this Second Restatement and Declaration shall have the definitional meaning set forth below:

1.1. “Architectural Review Committee” or “ARC” shall mean and refer to the Board of Directors of the Association or such other individuals as the Board may appoint.

1.2. “Association” shall mean and refer to Bedico Creek Preserve Owners Association, Inc., its successors and assigns.

1.3. “Bedico Creek Preserve Property” shall mean and refer to that certain real property described on **Exhibit A**.

1.4. “Bedico Creek Property” shall mean and refer to all property within Bedico Creek Subdivision according to subdivision plats filed by (i) the Declarant, (ii) a Retail Developer, or (iii) the prior Declarant, Upland Properties, LLC, and approved by St. Tammany Parish.

1.5. “Board” shall mean and refer to the Board of Directors of the Association.

1.6. “Builder” shall mean any Person engaged principally in the business of construction for the sale to homeowners single family residential dwellings to whom the Declarant or a purchaser of a portion of the Property from the Declarant sells or has sold one or more Lots for the purpose of construction thereon a single family residential dwelling.

1.7. “Bylaws of the Association” or the “Bylaws” shall mean and refer to those Bylaws of Bedico Creek Preserve Owners Association, Inc., which govern the administration and operation of the Association, as the same may be amended from time to time.

1.8. “Common Property” shall mean all real and personal property, including servitude rights, now or hereafter conveyed to the Association by the Declarant or a Retail Developer, for the use, enjoyment, and benefit of the Owners, subject to the control of the Association.

1.9. “Common Expenses” shall mean and refer to the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Second Restatement and Declaration and the Bylaws and Articles of Incorporation of the Association.

1.10. “Community-Wide Standard / Design Guidelines” shall mean the design guidelines and standards and other Community standards of construction as published by the Association or the ARC.

1.11. “1-D Phases Property” shall mean and refer to that certain real property described on **Exhibit C**.

1.12. “Declarant” or “Developer” shall mean and refer to Bedico Creek Preserve, LLC, its successors and assigns if such successors should acquire more than one undeveloped Lot from the Declarant for the purpose of development and *if* said successors or assigns are named as

Declarant by Bedico Creek Preserve, LLC in a written Amendment to this Second Restatement and Declaration which has been executed and duly recorded by Declarant.

1.13. “Declarant Property” shall mean and refer to that certain real property described on **Exhibit D**.

1.14. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Bedico Creek, including the Lots described on Exhibit A, Exhibit B, and Exhibit C attached hereto, with the exception of the Common Area, and such additional property that may be added to this Second Restatement and Declaration.

1.15. “Owner” shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot which is part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

1.16. “Person” shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.17. “Property” shall mean and refer to all property comprising Bedico Creek, a Subdivision located in Township 7 South, Range 10 East and Township 6 South, Range 10 East, St. Tammany Parish, Louisiana, planned for development as a part of Bedico Creek according to preliminary subdivision plans approved by St. Tammany Parish.

1.18. “Released Bedico Lots” shall mean and refer to that certain real property described on Exhibit “B”.

1.19. “Retail Buyer” shall mean a purchaser of a developed Lot from the Declarant or a Retail Developer who is not a Builder.

1.20. “Retail Developer” shall mean the purchaser of a portion of the Property from the Declarant or a transferee of the Declarant for the purpose of developing property as Lots.

1.21. “Second Restatement and Declaration” shall mean the covenants, conditions, restrictions and easements and all other provisions herein set forth in this entire document, as may from time to time be amended.

1.22. “Structure” shall mean and refer to:

- (i) any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot;

- (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and
- (iii) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section applies to such change.

1.23. “Subdivision” shall mean and refer to all property comprising Bedico Creek, a Subdivision located in Township 7 South, Range 10 East and Township 6 South, Range 10 East, St. Tammany Parish, Louisiana, subjected to this Second Restatement and Declaration.

1.24. “Total Association Vote” shall mean the total votes of all class A and class B memberships of the Association.

Article II

Property Subject To This Second Restatement and Declaration

2.1. Property Hereby Subjected To This Second Restatement and Declaration. The real property which is, by the recording of this Second Restatement and Declaration, subject to the covenants and restrictions hereafter set forth and which, by virtue of the recording of this Second Restatement and Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this declaration is the real property described in Exhibit A, Exhibit B, Exhibit C, and Exhibit D, and such other parcels added by the Declarant.

Article III

Neighborhoods and Exclusive Common Property

3.1. Creation of Neighborhoods. The Association, in its sole discretion, may establish Neighborhoods within the Property and may assign portions of the Property to a specific Neighborhood by name, which Neighborhood may be then existing or newly created. If Neighborhoods are established, all Lots not specifically assigned to a Neighborhood shall be deemed assigned to the same Neighborhood. The Lots within a particular Neighborhood may be subject to additional covenants and/or the Owners within the Neighborhood may be mandatory members of a Neighborhood Association in addition to the Association. However, a Neighborhood Association shall not be required except as required by law. Any Neighborhood, which does not have a Neighborhood Association, shall have a Neighborhood Committee, as described in the By-Laws, to represent the interests of Owners of Lots in such Neighborhood.

3.2. Modifications of Neighborhoods. The Association may unilaterally amend this Second Restatement and Declaration or any amendment which submits additional Property to this Declaration from time to time to establish or to re-designate neighborhood boundaries and dues structures.

3.3. Powers of the Association Relating to Neighborhoods. The Association shall have the power to veto any action taken or contemplated to be taken by any Neighborhood which

the Board reasonably determines to be adverse to the interests of the Association or its member or inconsistent with the Community-Wide Standard. The Association also shall have the power to require specific action to be taken by any Neighborhood in connection with its obligations and responsibilities hereunder or under any other covenants affecting the Property. Without limiting the generality of the foregoing, the Association may **(a)** require specific maintenance or repairs or aesthetic changes to be effectuated by the Neighborhood and **(b)** require that a proposed Neighborhood budget include certain items and that expenditures be made therefor.

Any action required by the Association in a written notice pursuant to the foregoing paragraph to be taken by a Neighborhood shall be taken within the reasonable time frame set by the Association in such written notice. If the Neighborhood fails to comply with the requirements set forth in such written notice, the Association shall have the right to effect such action on behalf of the Neighborhood. To cover the Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Association, the Association shall assess the Lots in such Neighborhood for their prorata share of any expenses incurred by the Association in taking such action in the manner provided in Article V, Section 5.5 and Section 5.9. Such assessments may be collected as a specific assessment or a special assessment hereunder and shall be subject to all lien rights provided for herein.

3.4. Exclusive Common Property. Certain portions of the Common Property may be designated as Exclusive Common Property and reserved for the exclusive use or primary benefit of Owners and Occupants of Lots within a particular Neighborhood or Neighborhoods. By way of illustration and not limitation, Exclusive Common Property may include entry features, landscaped medians and cul-de-sacs, ponds and other portions of the Common Property within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of Exclusive Common Property shall be assessed as a Neighborhood Assessment against the Owners of Lots in those Neighborhoods to which the Exclusive Common Property is assigned.

Initially, any Exclusive Common Property shall be designated as such and the exclusive use thereof shall be assigned by the Association or on the plat of survey relating to such Common Property; provided, however, any such assignment shall not preclude the Association from later assigning use of the same Exclusive Common Property to additional Lots and/or Neighborhoods, within the direction of the Association.

The Association may permit Owners of Lots in other Neighborhoods to use all or a portion of such Exclusive Common Property and may charge reasonable user fees for such use, which fees shall be used to offset the Neighborhood Expenses attributable to such Exclusive Common Property.

3.5 Control of Common Property. The Common Property shall be held and maintained subject to the control of the Board of Directors of the Association. The Board has the power and authority to construct active and passive facilities upon the Common Property, including, but not limited to, swings, benches, jogging trails, servitudes, roads, walkways, utility conduits, parks, equestrian facilities, ball fields, landscaping and other related facilities. The Board is authorized and empowered to perform all acts in furtherance of the above in the full and

unlimited utilization of the Common Property. The Board in its discretion shall enact rules and regulations for use and occupancy of the Common Property by the members of the Association, their guests, invitees and permittees.

Article IV
Association Membership and Voting Rights

4.1 For the purpose of controlling, regulating, and maintaining the common facilities for the general use and benefit of all Lot Owners, each and every Lot Owner, by accepting a deed and purchasing of Lot or entering into a contract with regard to any Lot in Bedico Creek, does agree to and binds himself to be a Member of and be subject to the obligations and duly enacted Bylaws 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.

4.2. Membership. Bedico Creek Preserve Owners Association, Inc. shall have two classes of voting membership:

Class 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 Declarant, Upland Properties, LLC, or a Retail Developer or 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. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Second Restatement and Declaration and in the By-Laws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned.

B) There shall be one thousand (1000) class B memberships, all of which are owned by Classic Properties Management Corp. 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 lapsed 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 equals 1000;

- ii) On January 1, 2060; or
- iii) Upon surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.

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

Article V **Assessments**

5.1. Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots, including the maintenance of real and personal property, all as maybe more specifically authorized from time to time by the Board of Directors.

5.2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: **(a)** Base Assessments to fund Common Expenses for the general benefit of Lots; **(b)** Neighborhood Assessments to fund Neighborhood Expenses benefiting only Lots within a particular Neighborhood or Neighborhoods; **(c)** Special Assessments, such assessments to be established and collected as hereinafter provided; and **(d)** Specific Assessments against any particular Lot which are established pursuant to the terms of this Second Restatement and Declaration, including, but not limited to, reasonable fines as may be imposed accordance with the terms of this Second Restatement and Declaration.

All such assessments, together with late charges, interest, not to exceed the maximum rate permitted by law (but not to exceed sixteen percent (16%) per annum, costs, and reasonable attorney's fees actually incurred,) shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment became due. Each Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

The Association shall, within ten (10) days after receiving a written request therefore and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice, of delinquent assessments. The Board shall determine the due date for the assessments, and such dues or assessments shall be paid monthly, quarterly, semi-annually or annually as determined by the Board.

The monthly costs of operating the Association may fluctuate dramatically during each budget year. Therefore, the Board is not required to prorate any assessment obligation of any Owner who has not lived in the Property for a full year. For example, if the bulk of the costs of operating the Association are likely to be incurred in the summer months, any Owner moving into the Subdivision after the beginning of the budget year but prior to the summer months may be required to pay the full amount of any assessments.

5.3 Computation of Base Assessment. It shall be the duty of the Board to prepare a budget covering the estimated Common Expenses of the Association during the coming year, which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the Base Assessment to be levied against each Lot for the following year and to be delivered to each member at least thirty (30) days prior to the end of the current fiscal year (or at least thirty (30) days prior to the due date of the first installment in the case of the initial budget). The Base Assessment for Lots may provide for different amounts of dues or assessments for Lots based on different neighborhoods and ownerships, including, but not limited to, different dues and assessment structures for Retail Buyers, Builders, Retail Developers, Lot Owners, and the Declarant.

The Base Assessment shall be levied against all Lots subject to assessment in amounts determined by the Board as necessary to fund and pay for the Common Expenses of the Association during the coming year. As neighborhoods within the Bedico Creek Property are developed and established, the Association shall have the right to establish unequal Base Assessment amounts for different neighborhoods and Lots based on the time of purchase from the Developer, neighborhood location, ownership, home values, Lot values, Lot pricing, housing type, and economic and marketing considerations within the discretion of the Association. The Base Assessment formulas shall be determined by the Association as neighborhoods are created and developed and may be amended by the Association from time to time to reflect the above principals and the funding needs of the Association (“**Base Assessment**”).

Other than as provided above, the Base Assessment delivered to each member by the Board shall become effective unless disapproved at a meeting by Members representing at least two-thirds (2/3) of the Total Association Vote. Notwithstanding the foregoing, however, in the event the membership disapproves a proposed budget or the Board fails for any reason so to determine the budget for the upcoming year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the immediate prior year shall continue for such upcoming year.

5.4 Computation of Neighborhood Assessment. It shall be the duty of the Board to prepare a separate budget covering the estimated Neighborhood Expenses to be incurred by the Association for each Lot Owner on whose behalf Neighborhood Expenses are expected to be

incurred during the coming fiscal year, which may include a capital contribution or reserve in accordance with a capital budget separately prepared for capital items within the Neighborhood. The Board shall cause the budget and the Neighborhood Assessment to be levied against each Lot for the following year and to be delivered to each member at least thirty (30) days prior to the end of the current fiscal year (or at least thirty (30) days prior to the due date of the first installment in the case of the initial budget). The first annual Neighborhood Assessment for each Neighborhood shall be fixed by the Board at the time Neighborhood Expenses are first incurred on behalf of such Neighborhood.

5.5. Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments in any year. A special assessment may be levied against the entire membership, if such special assessment is for Common Expenses, or against the Lots within any Neighborhood, if such special assessment is for Neighborhood Expenses or against an individual Lot if a Lot Owner or a Lot creates an obligation due to the Association under this Declaration. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

5.6. Lien for Assessments. All sums assessed against any Lot pursuant to this Second Restatement and Declaration, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, as provided herein shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for **(a)** liens of ad valorem taxes; **(b)** liens for all sums unpaid on a first Mortgage; or **(c)** liens for all sums on any Mortgage to Declarant duly recorded in the land records of St. Tammany Parish and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument.

All other Persons acquiring liens or encumbrances on any Lot after this Second Restatement and Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

5.7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. Any assessment or installments thereof delinquent for a period of more than ten (10) days shall incur a late charge in such amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest, not to exceed the maximum rate permitted by law (but not to exceed sixteen percent (16%) per annum) on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a

conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same.

No owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Second Restatement and Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other government authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to costs and attorney's fees, then to late charges, then interest and then to delinquent assessments.

5.8. Date of Commencement of Dues/Assessments/Assessment Obligation.

(a) The dues and assessments provided for herein shall commence as to all Lots then existing and subject to dues and assessments under this Second Restatement and Declaration following the conveyance of a Lot by the Declarant or by a Retail Developer and shall be due and payable in a manner and on a schedule as the Board of Directors may provide and as follows:

(i) No Lot or parcel of land owned by Declarant shall be subject to dues or assessments;

(ii) Dues and assessments for a Retail Buyer shall be due and owing on the first day of the month following the conveyance of a Lot to a Retail Buyer;

(iii) Dues and Assessments for a Builder shall be due and owing on each Lot on the first day of the month which is twelve (12) months after the conveyance of the Lot to a Builder, and for a period of twenty-four (24) months ("**Builder Dues Period**"), such dues obligation by a Builder to the Association shall not be greater than 33 1/3% of the dues and assessments paid by a Retail Buyer. Following the Builder Dues Period, a Builder shall pay dues and assessments to the Association at the same rate paid by a Retail Buyer;

(iv) Dues and Assessments for a Retail Developer shall be due and owing on each Lot on the first day of the month which is twelve (12) months after the recordation of an amendment to this Second Restatement and Declaration

incorporating the Lots into this Second Restatement and Declaration for the Property, and such dues obligation by a Retail Developer to the Association shall not be greater than 33 1/3 % of the dues and assessments paid by a Retail Buyer;

(v) Dues and Assessments payable by a Retail Buyer, a Retail Developer, a Builder, and/or other parties obligated for dues and assessments shall be set and established by the Association annually in accordance with the financial needs of the Association for maintenance of the Property and in accordance with this Second Restatement and Declaration.

(b) Any Lot which has been approved by Declarant for use as a model home for marketing and sales purposes shall not be deemed to be occupied for residential purposes and shall not be subject to assessments under this Second Restatement and Declaration whether owned by Declarant or any other Person, so long as such Lot is approved for use as a model home and is not occupied for residential purposes.

5.9. Specific Assessments. The Board shall have the power to specifically assess pursuant to this section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this section. Fines levied pursuant to Article XV herein and the costs of maintenance performed by the Association which Owner is responsible for under Article VI, Section 6.2 of this Second Restatement and Declaration shall be specific assessments. The Board, in its sole discretion and without any obligation to do so, may also specifically assess Lots for the following Association expenses (except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein):

(a) Expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received.

(b) Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

The Association may also levy specific assessments against any Lot or Neighborhood to reimburse the Association for costs incurred in bringing the Lot or Neighborhood into compliance with the provisions of this Second Restatement and Declaration, any other applicable covenants, the Articles, the By-Laws, and the rules and regulations of the Association. Such specific assessments may be levied upon the vote of the Board after notice to the Owner or Neighborhood, as applicable, and an opportunity for a hearing.

5.10. Budget Deficits. Declarant may (a) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual Common Expenses of the Association

(but specifically not including an allocation for capital reserves), and the sum of the assessments collected by the Association in any fiscal year, and such advances shall be evidenced by promissory notes from the Association in favor of the Declarant or **(b)** cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for such a loan in the local area of the Subdivision. The Declarant in its sole discretion may guarantee repayment of such loan, if required by the lending institution, but no Mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with such loan.

5.11. Failure to Assess. The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Neighborhood Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

5.12. Fines. The Board may pass and enforce such other rules and regulations, including the right to enforce various sanctions against the Owners of Lots within the Property, including, but not limited to, the right of suspension and the right to assess fines and penalties for any violation which shall constitute a lien in accordance with Article V, Section 5.6, or other sanctions which in the discretion of the Board it deems necessary and proper for the violation of any rules and regulations affecting the Property.

5.13. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Base Assessments, Neighborhood Assessments, special assessments and specific assessments:

- (a) all common property (including any Exclusive Common Property);
- (b) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks, if any; and
- (c) property owned by the Declarant.

Article VI **Maintenance**

6.1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. The Association shall maintain all entry features for the Property, street signs and the storm drainage system originally installed by the Declarant, if any. The Association may, but shall not be obligated to, maintain, repair or replace, as necessary, all mailboxes or mailbox posts located within the Property.

The Association shall also maintain all property outside of Lots located within the Property which was originally maintained by Declarant. In addition, the Association shall have the right, but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Common Property and all other maintenance work described or authorized herein shall be a Common Expense to be allocated among all Lots as part of the Base Assessment; provided, however, all costs associated with maintenance, repair and replacement of Exclusive Common Property (if any) shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Lots within the Neighborhood(s) to which the Exclusive Common Property is assigned.

6.2. Owner's Responsibility. All maintenance of the Lot and all structures, parking areas, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, whose Lot shall be maintained in a manner consistent with the Community-Wide Standard and this Second Restatement and Declaration, unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood pursuant to any other covenants which may be applicable to such Lot.

Any Lot, Structure, parking area, landscaping, or other improvements which are not maintained by the Owner in a manner consistent with the Community-Wide Standard and this Second Restatement and Declaration may be improved and/or maintained by the Association, at the option of the Association, and all amounts incurred by the Association in maintaining such Lot shall be collected from the Lot owner by the Association as a Specific Assessment in accordance with the provisions of Article V herein.

Vacant Lots upon which a house has not been constructed, or upon which a house once constructed but has been destroyed or has been damaged as uninhabitable, shall be maintained by the Lot Owner, and in default thereof, may be maintained by the Association at the Lot Owners' cost and expense, and all amounts incurred by the Association in maintaining such Lot shall be collected from the Lot Owner by the Association as a Specific Assessment in accordance with the provisions of Article V herein.

If the Board of Directors of the Association determines that **(a)** any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible hereunder; or **(b)** that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, and is not covered or paid for by insurance, in whole or in part, then, the Association may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at the Owner's sole cost and

expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

6.3. Standard of Performance. Unless otherwise specifically provide herein or in other instruments creating and assigning such maintenance responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants. Neither the Association, the Declarant, any Owner, nor any Neighborhood shall be liable for any damage or injury occurring on or arising out of the condition of property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities hereunder.

6.4. Party Walls and Party Fences.

(a) General Rules of Law to Apply. Each wall or fence built as a part of the original construction of the Lots which shall serve and separate any two (2) adjoining Lots shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners of the two (2) adjacent Lots.

(c) Damage and Destruction. If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any adjacent Owner may restore it, and the other adjacent Owner or Owners shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Run With Land. The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(e) Arbitration. In the event of any dispute arising concerning a party wall or fence, or under the provisions of this section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor by the Board of Directors, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint the one (1) additional arbitrator and the decision by a Majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any

right of legal action that either party may have against the other. This process shall be governed by the Louisiana Arbitration Law.

6.5. Special Restrictions Regarding Specific Neighborhoods.

6.5.1 The following special restrictions shall apply to Lots 84A through 100A, inclusive, Section 1-B, Bedico Creek Subdivision:

a) When construction of a home begins on an Owner's Lot, the Owner may clear a 3 foot wide strip of land of grass and soil that is unsuitable for construction on a common area or the Neighbor's Lot. The length of the 3 foot wide strip of land shall not exceed the total length of the Lot Owner's building pad, plus 6 feet. The Owner may install St. Tammany Parish approved construction sand/fill into the Neighbor's Lot, within this 3 foot wide strip of land.

b) Each Owner, or its contractor or laborer, has the right to enter upon, and have access to a Neighbor's Lot in the left side yard area (when facing the Lot from the street) of the Neighbor's Lot for the purpose of construction of the Owner's new home or maintenance and/or repair of the Owner's existing home. If the Neighbor's Lot is occupied by a home, then access to the Neighbor's Lot is restricted to the hours of 8 AM until 5 PM, Monday through Friday. If the home on the Neighbor's Lot is under construction, unoccupied, or the Neighbor's Lot is vacant, then access to the Neighbor's Lot is not restricted to any such time or day. Each Owner is prohibited from planting landscaping or installing any structure such as fountains, trellis, lawn ornaments, or other permanent structures on its Lot within 4 feet of its left side property line (when facing the Lot from the street) if no home is constructed on the Neighbor's Lot across that property line, or until such time as that neighbor has completed installation of brick, roofing and vinyl soffit material of a new home that is under construction on the Neighbor's Lot. In the event that the Owner or its contractor or laborer does any damage, including, but not limited to, sidewalks, lawns, brick walls, fences, landscaping, driveways or any structures on the Neighbor's Lot while in the course of Owner's new home construction or maintenance and/or repair of Owner's existing home, then the Owner is responsible for repairing such damage back to its original condition.

c) Each Owner is responsible for the maintenance of that portion of a Neighbor's Lot that is within the Owner's Courtyard Area. The Owner may plant grass, install landscape and otherwise use that portion of the Neighbor's Lot as their own, as long as that use does not require coming into contact with, or threatens damage to, the Neighbor's house or foundation. No plants, trellises, lawn ornaments, or other structures shall come into contact with the neighbor's house. No garden beds or garden mulch are to be installed against the neighbor's house slab and foundation to a height that is higher than 2 inches below the brick ledge line of the neighbor's house. Each Owner is responsible for making sure that water drains away from the neighbor's house foundation and that no water from the Owner's automatic sprinkler systems wets the neighbor's house.

d) Each Owner is responsible for its own lawn and garden maintenance, including within the green space behind the Lot. The Owner may landscape the green space behind its home after receiving approval from the Architectural Committee.

e) “Owner’s Lot” shall mean the Lot upon which construction of a home is occurring and is located immediately adjacent to the left side of the Neighbor’s Lot (when facing the Neighbor’s Lot from the street).

f) “Neighbor’s Lot” shall mean the Lot located immediately adjacent to the right side of each Owner’s Lot (when facing the Owner’s Lot from the street).

6.6 Maintenance Next to Common Areas.

a) Ponds – When a homesite is adjacent to a pond, unless otherwise specified, it is the Owner’s responsibility to maintain the homesite as well as the area between the homesite and the water’s edge of the pond.

b) Green Belts – When a Lot is adjacent to a greenbelt or other common area, unless otherwise specified, the Lot Owner is not required to maintain any of the area outside of the Lot. The Association will maintain the Common Property unless the Association has designated said area as a nature zone in which case, the area will be allowed to stay in a “natural” state. At the option of the Owner, and with the written permission of the Association, the Owner will be allowed to perform defined maintenance activities and have limited private use of said Common Property. As an example, if an Owner wishes to maintain a portion of the Common Property adjacent to their home and put a bench or gazebo on the Common Property for their use, such use may be granted by written permission of the Association.

Article VII **Design Guidelines**

7.1. General. No exterior construction, alteration or addition of any Structure or other improvements of any nature whatsoever (including, without limitation, staking, clearing, excavation, grading, filing, construction of impervious surface, building, exterior alteration of existing improvements, change in the exterior color of any existing improvement and planting and removal of landscaping materials), shall be commenced or placed upon any Lot or upon any part of the Property unless, approved in accordance with this Article, or otherwise expressly permitted under this Second Restatement and Declaration, except those installed by the Declarant or an affiliate of the Declarant Any Owner may remodel, paint or redecorate the interior of structures on the Lot without approval hereunder. However, modifications to the interior of porches, patios and similar portions of a structure visible from outside the Lot shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. This Article shall not apply to the activities of the Declarant, affiliates of the Declarant, nor to improvements to the Common Property by or on behalf of the Association.

7.2. Guidelines and Procedures. Except as provided above, no exterior construction, addition or alteration of a Structure or other improvement shall be made unless and until plans and specifications shall have been submitted in writing to and approved by the Association. Such plans and specifications shall be of sufficient detail to allow the Association to make its review and to the extent required by the Association shall show the nature, kind, shape, height, materials

and location of the proposed improvement. The Association may adopt written design guidelines and standards and application and review procedures, which may provide for a review fee. The Association shall have sole and full authority to prepare and to amend, from time to time at its sole discretion and without notice, the design guidelines. The Association shall make the design guidelines available to Owners and builders who seek to engage in construction upon all or any portion of the Property and such Owners and builders shall conduct their operations strictly in accordance therewith. The design guidelines established by the Association shall be binding upon each Lot Owner and the design guidelines adopted by the Association shall be a part of these restrictions and incorporated herein. If the Association fails to approve or to disapprove submitted plans and specifications after 30 days, such approval shall be deemed to have been given; however, in such event, all design guidelines and other Community-Wide Standards shall be applicable to any construction in the Property. As a condition of approval under this Article, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on any improvement, change, modification, addition or alteration. In the discretion of the Association, an Owner may be required to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest. The Association shall be the sole arbiter of such plans and may withhold approval for any reason, including, without limitation, purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. The Association and its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon the Property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Persons shall not be deemed guilty of trespass by reason of such entry. If construction does not commence on a project for which plans have been approved within 6 months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the plans to the Association for reconsideration.

7.3. Limitation of Liability. Plans and specifications are not approved for engineering or structural design or quality of materials and by approving such plans and specifications the Association assumes no liability or responsibility therefor or for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, nor the officers, directors, members, employees and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval or to any Owner of Property affected by these restrictions by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans and specifications and every Owner agrees that such Person or Owner will not bring any action or suit against Declarant, the Association or the officers, directors, members, employees and agents of any of them to recover any damages and hereby releases, remises, quitclaims and covenants not to sue for all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

7.4. No Waiver. The approval of the Association of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter

requiring approval or consent of the Association, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications or drawings or matters whatever subsequently or additionally submitted for approval or consent.

7.5. Variances. Notwithstanding anything to the contrary contained herein, the Association shall be authorized to grant individual variances from any of the provisions of this Second Restatement and Declaration and the design guidelines and standards if it determines that waiver of application or enforcement of the provision in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions, hardship, aesthetic considerations or environmental considerations and would not be inconsistent with the overall scheme of development for the Property. No variance shall **(a)** be effective unless in writing, **(b)** be inconsistent with the overall scheme of development for the Property, or **(c)** stop the Association from denying a variance in other similar circumstances. For purposes of this provision, the inability to obtain approval of any governmental agency or the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

7.6. Enforcement. Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Association, Owners shall, at their own cost and expense, remove such nonconforming structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Association and its agents shall have the right to enter any portion of the Property, remove the nonconforming structure or improvement, and restore any portion of the Property to substantially the same condition as previously existed. All Costs, including, without limitation, attorney's fees, may be assessed against the Lot as a specific assessment. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the design guidelines and standards may be excluded by the Association from the Property, subject to any applicable notice and hearing procedures contained in the Bylaws. In such event, neither the Association nor the officers, directors, members, employees and agents of any of them, shall be held liable to any Person for exercising the rights granted by this paragraph. In addition to any other remedies available to the Association, in the event of noncompliance with this Article, the Association may record in the appropriate land records a notice of violation hereunder naming the violating Owner. In addition to the foregoing, the Association shall have the authority and standing to pursue any and all remedies available at law and equity to enforce the provisions of this Article.

7.7 Right of Entry. Any construction, alteration or other work done in violation of the Design guidelines is subject to enforcement action. Upon written request from the Association, an Owner shall, at his/her cost and expense, and within a reasonable time frame identified in the request, cure the violation or restore the Lot to substantially the same condition as existed before the violation occurred. Should an owner fail to cure the problem or otherwise restore the Property as required, the Association or their designees shall have the right to enter any portion of the Property and any Lot, remove the violation, and restore the property without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions. All costs, together with interest at a rate the Board establishes (not to exceed the maximum amount allowed by law), may be assessed against the Lot. The Association shall also

have the right to collect a penalty of at least Twenty-Five Dollars (\$25.00) per day until the violation is corrected. In addition to the forgoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of these Guidelines.

7.8. Architectural Review Committee. The Association shall have the sole right, power, and authority under this Article. The Association may in its sole discretion relinquish architectural control as to certain types of improvements or modifications to the Architectural Review Committee while retaining control over all other building and construction in the Property. For example and without limitation, the Association may relinquish control over modifications of existing structures to the Architectural Review Committee while retaining all authority to review and approve new home construction. The establishment of an advisory Architectural Review Committee shall not be deemed to be a relinquishment by Association of any of its right, power and authority hereunder.

7.9 Amendment Rights. Association shall have sole and full authority to amend any part of the design guidelines and/or Community-Wide Standard as long as it owns any portion of the Subdivision. Association's right to amend shall continue even if its reviewing authority is delegated to the Architectural Review Committee.

Article VIII **Use Restrictions and Rules**

8.1. Rules and Regulations. The Board of Directors may, from time to time, without a vote of the members, promulgate, modify or delete rules and regulations applicable to the Subdivision. Such rules and regulations shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by a majority of the Total Association Vote.

8.2. Residential Use. Each Residential Lot shall be used for residential purposes exclusively. Leasing of a Lot for residential occupancy shall not be considered a business or business activity. No trade or business of any kind may be conducted in or from a Lot, except that the Owner or Occupant residing in the residence on a Lot may conduct business activities within the residence so long as the business activity: **(a)** does not otherwise violate the provisions of this Second Restatement and Declaration or Bylaws; **(b)** is not apparent or detectable by sight, sound or smell from the exterior of the Lot; **(c)** does not unduly increase traffic flow or parking congestion; **(d)** conforms to all zoning requirements for the Property; **(e)** does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; **(f)** is consistent with the residential character of the Subdivision; **(g)** does not constitute a nuisance or a hazardous or offensive use; and **(h)** does not threaten the security or safety of other residents of the Subdivision, all as may be determined in each case in the sole discretion of the Board of Directors. The Board may issue rules regarding permitted business activities. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the

provider receives a fee, compensation, or other form of consideration, regardless of whether: **(i)** the activity is engaged in full or part-time; **(ii)** the activity is intended to or does generate a profit; or **(iii)** a license is required for the activity.

8.3. Signs. No sign of any kind shall be erected by an Owner or Occupant within the Property without the prior written consent of the Association or the Architectural Review Committee. Notwithstanding the foregoing, the Board and the Declarant shall have the right to erect reasonable and appropriate signs. Directional and informational signs and security signs consistent with the Community-Wide Standard may be erected by Declarant or the Association. Any signs required by legal proceedings may be erected upon any Lot.

8.4. Golf Carts. Golf Carts shall be allowed within Bedico Creek Subdivision; however, all use of motor vehicles, golf carts, all-terrain vehicles, motor bikes, motor cycles, or other electric or gasoline powered mode of transportation shall be subject to such rules and regulations as may be promulgated from time to time by the Board of Directors of the Association.

8.5. Vehicles; Parking. Vehicles shall be parked only in appropriate parking areas serving a Lot or other designated areas, if any. No vehicles shall be parked on the common areas, any street, or in front of or in a residence's yard on a frequent, regular, or permanent basis after construction of a residence is completed. No vehicles may be parked on any street in any manner which blocks any walk, road or private driveway. No vehicle may be parked overnight on vacant land or on the street. No vehicle may be parked on the neutral ground or within the cul-de-sacs. Each Lot shall provide ample off-street, paved parking for at least four (4) vehicles (except that the requirement for Lots 67 through 116, inclusive, Phase 1-B of the Subdivision, shall be for a minimum of three (3) vehicles). Any residences constructed on a Lot must include off-street, paved parking for all vehicles operated from that residence. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, golf carts, trucks, campers, buses, vans and automobiles. The term "parking areas" shall refer to the number of garage parking spaces and the spaces located in the driveway of each Lot. All homes shall contain a garage that is big enough to be considered to be having two parking spaces; carports shall not be permitted. Garage doors should be kept closed at all times, except during times of ingress and egress from the garage. No vehicle may be left upon any portion of the Property, except in a garage or other area designated by the Board, for a period longer than five days if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five-day period, such vehicle shall be considered a nuisance and may be removed from the Property by the Board of Directors. Any towed vehicle, boat, recreational vehicle, motor home, trailer, motorcycle, minibike, scooter, go-cart, golf cart, commercial truck, any commercial vehicle, camper, bus or mobile home stored in the Property or temporarily kept in the Property, except if kept in a garage or other area designated by the Board, for periods longer than 24 hours in a 30 day period shall be considered a nuisance and may be removed from the Property by the Board of Directors. Trucks with mounted campers which are used as a primary means of transportation shall not be considered recreational vehicles provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. All parking shall be subject to such rules, regulations and directives as may be established and adopted by the Board of Directors of the Association.

8.6. Leasing. Houses and other residential structures may be leased for residential purposes for periods of not less than six (6) months, and there shall be no daily, weekly, or month to month rentals.

8.7. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board; provided, however, no pets shall be permitted to roam free, and any pet, which in the sole discretion of the Board, endangers the health, makes objectionable noise, or constitutes a nuisance or inconvenience to the Owners of other Lots or the owner of any portion of the Property may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs and cats which are household pets shall at all times whenever they are outside a Lot be confined on a leash. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Property. No exterior pens for household pets shall be erected or maintained on any Lot unless approved in accordance with the provisions of Article VII hereof.

8.8. Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on a Lot. No Lot or other portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Property, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Person using any portion of the Property. No plants, animals, device or thing of any sort shall be maintained in the Property whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Property by other Owners and Occupants. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot. No illegal activity shall be permitted in the Property.

8.9. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken in any part of the Property, except in an enclosed garage.

8.10. Antennas. No exterior antennas, receiving dishes or similar apparatus of any kind for receiving or transmitting of radio or television signals shall be placed, allowed or maintained upon any portion of the Property, including any Lot, unless approved in accordance with the provisions of Article VII hereof; provided, however, no such approval shall be necessary to install one television satellite receiving dish not larger than 24 inches in diameter

which blends with the roof color and is installed on the roof of the main dwelling so as not to be visible from the street in front of the Lot.

8.11. Tree Removal. No trees which are left on any Lot immediately following the initial closing of the sale of a completed residence on such Lot shall be removed without express consent of the Association or the Architectural Review Committee, except for **(a)** diseased or dead trees and **(b)** trees needing to be removed to promote the growth of other trees. Owners shall also comply with any local ordinance applicable to tree removal. In the event of a conflict between the provisions of this Section and any local ordinance, the more restrictive provision shall govern. This provision shall not apply to the removal of trees by the Declarant or the Association. In the event of Natural Disaster, downed or broken trees may be removed without approval.

8.12. Drainage. Catch basins, retention ponds, detention ponds and drainage easement areas are for the purpose of controlling the natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner may obstruct or alter the drainage flows after location and installation of catch basins, retention ponds, detention ponds, drainage swales, storm sewers or storm drains without approval in accordance with the provisions of Article VII hereof.

8.13. Sight Distance at Intersections. All Lots located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, shrub or other planting or thing shall be placed or permitted to remain where, in the opinion of the Board, it would create an unsafe condition.

8.14. Garbage Cans, Woodpiles, Etc. All garbage cans, woodpiles, swimming pool pumps, filters and related equipment, and other similar items shall be located or screened so as to be concealed from view from neighboring streets and Lots. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate. Trash, garbage, debris or other waste matter of any kind may not be burned within the Property.

8.15. Guns. The use of firearms and archery equipment in the Property is prohibited. The term "firearms" includes, without limitation, "B-B" guns, pellet guns and firearms of all types.

8.16. Fences. It is anticipated that side and back yard fencing may be installed by the builder in connection with the approved initial construction of dwelling on each Lot. Thereafter no modification of any kind shall be made to any such approved fencing by any Owner, including, without limitation, changing the color thereof, and no additional or new fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any Lot unless approved in accordance with the provisions of Article VII hereof. Guidelines detailing acceptable fence styles or specifications may be issued pursuant to Article VII, but in no event may a chain link, hog wire or barbed wire fence be approved. There shall be no front yard fencing except for a front yard picket fence not greater than three (3) feet in height above ground and all approved by the ARC. However, the Declarant and the Association may erect any type of fence on the Common Property or elsewhere within the Property as they may deem

appropriate or as necessary to satisfy the requirements of any law, regulation or governmental entity or for health and safety of Owners and Occupants.

8.17. Utility Lines. Except as may be permitted under and pursuant to Article VII hereof, no overhead utility lines, including lines for cable television, shall be installed within the Property, except by Declarant and then on a temporary basis.

8.18. Air-Conditioning Units. No window air conditioning units may be installed.

8.19. Lighting. Exterior lighting on any Lot visible from the street shall not be permitted, except for: **(a)** approved lighting as originally installed on a Lot; **(b)** street lights in conformity with an established street lighting program for the Property; **(c)** seasonal decorative lights; **(d)** front house illumination of model homes; or **(e)** other lighting approved in accordance with the provisions of Article VII hereof.

8.20. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any property without approval in accordance with Article VII thereof. Exterior sculpture, fountains, flags and similar items must be approved in accordance with the provisions of Article VII hereof.

8.21. Energy Conservation and Storm Protection Equipment. No storm protection equipment (ie. storm metal shutters) solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless as an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Declarant or the Architectural Review Committee as the case may be in accordance with the provisions of Article VII hereof.

8.22. Swimming Pools. No swimming pool shall be constructed, erected or maintained upon any Lot without prior written approval in accordance with the provisions of Article VII hereof, and in no event shall any above-ground swimming pools be permitted.

8.23. Gardens, Play Equipment. No vegetable garden, hammock, statuary, play equipment (including, without limitation, basketball goals) to be erected on any Lot may be located other than between the rear dwelling line and the rear lot line, without prior written approval in accordance with the provisions of Article VII hereof. Basketball goals are permitted after approved by the Architectural Review Committee; however, under no circumstances are basketball goals allowed to be attached to any part of a residence or other structure.

8.24. Exterior Colors. Unless otherwise approved in accordance with the provisions of Article VII hereof, the exterior of all improvements, including, without limitation, residences, or any other structure constructed, erected, allowed, or maintained upon any Lot may be painted or repainted in a color used in the original construction and marketing of residences within the Property.

8.25. Mailboxes. All mailboxes serving Lots shall be approved in accordance with the provision of Article VII hereof. Identical replacement mailboxes may be installed without

further approval, but no modification to or change in mailboxes may be made unless approved in accordance with the provisions of Article VII hereof.

8.26. Clotheslines. No exterior clotheslines of any type shall be permitted upon any Lot.

8.27. Entry Features, Street Signs & Yards. Without prior approval in accordance with the provisions of Article VII hereof, Owners shall not alter, remove, add improvements to, maintain or interfere in any way with the maintenance by the Association of entry features, street signs or any easement associated with any of the foregoing.

8.28. Time Sharing. No Lots or Dwellings may be sold under any time sharing, time-interval, or similar right-to-use programs.

8.29. Garbage and Trash Collection Services. The Board of Directors retains exclusive authority to negotiate and contract for the curbside pick-up of trash and garbage throughout the Subdivision. All refuse, trash and/or garbage containers shall be kept closed and kept within an enclosed area at all times except for those designated pick-up times. All refuse, garbage and trash containers shall be removed from the curbside and returned to an enclosed storage area within 24 hours of the pick-up.

8.30. Window Treatment. All window treatments shall be white if visible from road.

8.31. Chimneys. Chimneys shall be “boxed in” and enclosed in a harmonious chimney chase and shall have a flat black or other approved cap.

Article IX **Insurance and Casualty Losses**

9.1. Insurance. The Association’s Board of Directors or its duly authorized agent shall have the authority to obtain insurance for all insurable improvements located on the Common Property or required to be maintained by the Association under Article VI, Section 6.1, hereof. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase “all-risk” coverage in like amounts.

If available at reasonable cost, as determined in the sole discretion of the Board, the Board shall obtain a public liability policy applicable to the Common Property insuring the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents. The public liability policy shall have a combined single limit of at least One Million Dollars (\$1,000,000.00). If available at reasonable cost, as determined in the sole discretion of the Board, the Board shall also obtain directors’ and officers’ liability insurance.

In addition, the Association's Board of Directors or its duly authorized agent shall have the authority to obtain insurance for all insurable improvements located within Neighborhoods, unless other covenants applicable to specific Neighborhoods otherwise provide or unless a Neighborhood otherwise requests and the Board grants such request. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

The Board is hereby authorized to contract with or otherwise arrange to obtain the insurance coverage required hereunder through the Declarant and to reimburse Declarant for the cost thereof, and Declarant shall be authorized, but not obligated, to purchase such insurance coverage for the benefit of the Association and the Owners upon Declarant and Association agreeing upon the terms and conditions applicable to reimbursement by the Association for costs incurred by the Declarant in obtaining such coverage. Notwithstanding anything contained in this Second Restatement and Declaration to the contrary, the Board shall not be required to comply with the provisions of this Article if the Board has contracted for or otherwise arranged to obtain the required insurance coverage through the Declarant.

Premiums for all insurance shall be Common Expenses of the Association; provided, however, premiums for insurance relating to Neighborhoods may be included in the Neighborhood Assessment of the Neighborhood (s) benefited unless the Board reasonably determines that other treatment of the premiums is more appropriate. Policies may contain reasonable deductibles, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the benefited parties. Policies on the Common Property shall be for the benefit of the Association and its members. Policies on behalf of a Neighborhood shall be for the benefit of the Neighborhood, the Owners of Lots within the Neighborhood, and their Mortgagees, as their interests may appear. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company authorized to do business in Louisiana;

(b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto;

(c) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(d) All casualty insurance policies shall have an inflation guarantee endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified Persons, at least one of whom must be in the real estate industry and familiar with construction in the parish where the Property is located.

(e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be canceled, subjected to non-renewal, invalidated, or suspended on account of any one or more individual Owners;

(iv) that no policy may be canceled, subjected to non-renewal, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be canceled, subjected to non-renewal, or substantially modified without at least ten (10) days' prior written notice to the Association.

In addition to other insurance coverage required by this section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable law, and, if available at reasonable cost, as determined in the sole discretion of the Board, a fidelity bond or employees dishonesty coverage covering directors, officers, employees, and other Persons handling or responsible for the Association's funds. The amount of fidelity or employees dishonesty coverage, if obtained, shall be determined in the directors' best business judgment. Such serving without compensation and shall not be subject to cancellation, non-renewal or substantial modification without at least ten (10) days' prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage, and flood insurance, if and to the extent necessary to satisfy the requirements of The Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association, the U.S. Department of Veterans Affairs ("VA") or the U.S. Department of Housing and Urban Development ("HUD").

9.2. Damage and Destruction – Common Property.

(a) In General. Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty allowing for any changes or improvements necessary to comply with applicable building codes. The Board of Directors shall have all enforcement powers specified in Article XV, Section 15.1, of this Second Restatement and Declaration necessary to enforce this provision.

(b) Repair and Reconstruction. Any damage or destruction to Common Property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five (75%) of the Total Association Vote otherwise agree.

Any damage or destruction to property within any Neighborhood covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five (75%) of the Owners of Lots within the Neighborhood otherwise agree.

If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against those Owners responsible for the payment of the premiums for the applicable insurance coverage under Section I of this Article. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Property by the Association in a neat and attractive condition.

9.3. Damage and Destruction – Lots. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner

thereof within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within Seventy-five (75) days after such damage or destruction. In the event of noncompliance with this provision, the Board of Directors shall have all enforcement powers specified in Article V and Article XV of this Second Restatement and Declaration.

9.4. Insurance Deductible. The deductible for any insurance policy carried by the Association shall, in the event of damage or destruction, be treated as a Common Expense or a Neighborhood Expense in the same manner as the premiums for the applicable insurance coverage under Section 9.1 of this Article. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful conduct of one (1) or more Owners, then the Board may specifically assess the full amount of such deductible against such Owner(s) on their Lots as a special or specific assessment pursuant to Article V herein.

Article X **Condemnation**

10.1. Whenever all or any part of the Common Property shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all Owners of Lots subject to the taking, if any) by any authority having the power of condemnation or eminent domain, the Association shall represent the Owners. The award made for such taking shall be payable to the Association as trustee for all Owners. The provisions of Article IX, Section 9.2, above, applicable to Common Property improvements damage or destruction, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

Article XI **Annexation of Additional Property**

11.1. Unilateral Annexation by Declarant.

(a) As the owner thereof or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time, at any time, to subject any other real property to the provisions of this Second Restatement and Declaration and the jurisdiction of the Association by filing for record in the Office of the Clerk of Court of the Parish in which the property to be annexed is located an amendment to this Second Restatement and Declaration describing the property being annexed. Alternatively, Declarant may hereafter subject individual Lots within the Property to the provisions of this Second Restatement and Declaration by specific reference to said Lot(s) being subject to this Second Restatement and Declaration in the warranty deed instrument by which Declarant conveys title to such Lot(s). In either event, such annexation shall be effective upon the filing for record of such amendment to this Second Restatement and Declaration or such warranty deed instrument unless a later effective date is provided therein.

(b) The rights reserved unto Declarant to subject additional land to this Second Restatement and Declaration shall not and shall not be implied or construed so as to impose any obligation upon Declarant to subject any of such additional land to this Second Restatement and Declaration or to the jurisdiction of the Association. If such additional land is not subjected to this Second Restatement and Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such additional land not shall such rights in any manner limit or restrict the use to which such additional land may be put by Declarant or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

11.2. Other Annexation. Subject to the consent of the owner thereof, upon the consent or affirmative vote of person(s) owning a Majority of the Total Association Vote, the person(s) owning a Majority of the Total Association Vote may annex other real property to the provisions of this Second Restatement and Declaration and the jurisdiction of the Association by filing for record in the office of the Clerk of Court in which the property to be annexed is located an amendment to this Second Restatement and Declaration in respect to the property being annexed. Any such annexation shall be effective upon the filing for record of such amendment, unless otherwise provided therein.

11.3. Withdrawal of Property. The Declarant, along with the consent or affirmative vote of the person(s) owning a majority of the Total Association Vote, reserves the right to amend this Second Restatement and Declaration at any time so long as the Declarant holds an unexpired option to annex property pursuant to this Article, without prior notice, for the purpose of removing certain portions of the Property then owned by the Declarant or its affiliates or the Association from the provisions of this Second Restatement and Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Property desired to be effected by the Declarant.

Article XII **Mortgagee Provisions**

The following provisions are for the benefit of holders of first Mortgages on Lots in the Property. The provisions of this Article apply to both this Second Restatement and Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

12.1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), (therefore becoming an "eligible holder"), will be entitled to receive a copy of any written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Second Restatement and Declaration or By-Laws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of Mortgage holders.

12.2. No Priority. No provisions of this Second Restatement and Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

12.3. Notice to Association. Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

12.4. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within fifteen (15) days of the date of the Association's request.

Article XIII **Easements**

13.1. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Property adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Second Restatement and Declaration) to a distance of not more than two (2) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association.

13.2. Easement for Use and Enjoyment. Every owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Lot Owners and tenants who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, guests, and invitees;

(b) the right of the Association to suspend the voting rights of a Lot Owner and the right of an Owner to use the recreational facilities available for use by the Property, if any, for any period during which any assessment against his Lot which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of this Second Restatement and Declaration, By-Laws, or rules and regulations;

(c) the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other portion of the Property. (Any provision in this Second Restatement and Declaration or in any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate and rights, easements or privileges herein reserved or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other portion of the Property) (No such Mortgage shall be effective unless an instrument agreeing to such Mortgage has been approved by Declarant (so long as Declarant owns any property for development and/or sale within the Property) and Owners representing at least two-thirds (2/3) of the Total Association Vote (other than Declarant so long as the consent of Declarant is required).);

(d) the right of the Association or Declarant to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by Declarant (so long as Declarant owns any portion of the Property for development and/or sale) and Owners representing at least two-thirds (2/3) of the Total Association Vote (other than Declarant so long as the consent of Declarant is required); and

(e) the rights of certain Owners to the exclusive use of those portions of the Common Property designated "Exclusive Common Property," as more particularly described in Article III, Section 3.3.

Any Lot Owner may delegate his or her right of use and enjoyment in and to the Common Property and facilities located thereon to the members of his family, his tenants and

guests and shall be deemed to have made a delegation of all such rights to the Occupants of such Owner's Lot if leased.

13.3. Easements for Utilities. There is hereby reserved to the Association and the Declarant blanket easements upon, across, above and under all portions of the Property for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Property or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Declarant or Association might decide to have installed to serve the Property. It shall be expressly permissible for the Declarant, the Association or the designee of either, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any part furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

13.4. Easement for Association Maintenance. Declarant hereby expressly reserve a perpetual easement for the benefit of the Association across such portions of the Property, determined in the sole discretion of the Association, as are necessary to allow for the maintenance required under Article VI.

All such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owners' property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

13.5. Easements for Maintenance and Repair. There shall be reciprocal appurtenant easements between adjacent Lots for the purpose of maintaining or repairing the improvements, including, without limitation, landscaping located on each Lot which easement shall extend to a distance of not more than five (5) feet as measured from any point on the common boundary between the Lots and along a line perpendicular to such boundary at such point. The easement shall be used only for such period of time as is reasonable necessary in order to complete the needed maintenance or repair. The Lot Owner exercising this easement right shall be liable for the prompt repair of any damage to the Lot over which this easement is exercised which is caused by the maintenance or repair work. The damaged portions of such Lot shall be restored to substantially the same condition as existed prior to the damage.

13.6. Easement for Entry. In addition to the right of the Board to exercise self-help as provided in Article XV, Section 15.2, hereof, the Board shall have the right, but shall not be obligated, to enter upon any portion of the Property for emergency, security, and safety reasons, which right may be exercised by the manager, and alt policemen, fireman, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. This right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of

afire, slope erosion, or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

13.7. Easements for Entry Feature and Street Signs. There is hereby reserved to the Declarant and the Association an easement over and upon each Lot for ingress, egress, installation, construction, landscaping and maintenance of entry features and street signs for the Subdivision. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around all entry features and the right to grade the land under and around the entry features.

Article XIV **Dispute Resolution and Limitation on Litigation**

14.1. Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes. The Association, Declarant, all Persons subject to this Second Restatement and Declaration, and any Person not otherwise subject to this Second Restatement and Declaration who agrees to submit to this Article (collectively, “**Bound Parties**”), agree to encourage the amicable resolution of disputes involving the Subdivision, thereby avoiding the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that all claims, grievances or disputes between such Bound Party and any other Bound Party involving the Subdivision, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Second Restatement and Declaration, the By-Laws, the Association rules, or the Articles (collectively “**Claim**”), except for those Claims exempted in Section 14.2 below, shall be subject to the procedures set forth in Section 14.3 below.

14.2. Exempt Claims. The following Claims (“**Exempt Claims**”) shall be exempt from the provisions of Section 14.3 below:

- (a) any suit by the Association against any Bound Party to enforce the provisions of Article V (Assessments);
- (b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association’s ability to enforce the provisions of Article VIII (Use Restrictions and Rules or this Second Restatement and Declaration); and
- (c) any suit seeking redress of a Claim which would constitute a cause of action under law or equity and is not a claim based on the Second Restatement and Declaration, By-Laws, Articles or rules of the Association.

Any Bound Party having an Exempt Claim may proceed to enforce such claims without compliance of this Section 14.3.

14.3. Mandatory Procedures for All Other Claims. Any Bound Party having a Claim (“**Claimant**”) against any other Bound Party (“**Respondent**”), other than an Exempt Claim, shall

not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of such Claim until it has complied with the following procedures:

(a) Notice. The Claimant shall notify each Respondent in writing of the Claim (the “**Notice**”), stating plainly and concisely:

(i) the nature of the Claim, including date, time, location, persons involved, Respondent’s role in the Claim;

(ii) the basis of the Claim (i.e., the provisions of this Second Restatement and Declaration, the By-Laws, the Articles or rules or other authority out of which the Claim arises);

(iii) what Claimant wants Respondent to do or not do to resolve the Claim; and

(iv) that Claimant wishes to resolve the Claim by mutual agreement with Respondent, and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

(b) Negotiation.

(i) Each Claimant and Respondent (the “**Parties**”) shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

(ii) Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation, if in its discretion it believes its efforts will be beneficial to the Parties and to have the welfare of the Subdivision.

(c) Mediation.

(i) If the Parties do not resolve the Claim through negotiation within thirty (30) days of the dated of the Notice (or within such other period as may be agreed upon by the Parties) (“**Termination of Negotiations**”), Claimant shall have thirty (30) additional days within which to submit the Claim to mediation under the auspices of an independent individual or agency conducting mediation services in St. Tammany Parish, Louisiana, and providing mediation services upon which the Parties may mutually agree.

(ii) If Claimant does not submit the Claim to mediation within thirty (30) days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, however, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.

(iii) Respondent shall not be released under subsection (c)(ii) above if Respondent fails or refuses to cooperate with Claimant in selecting a mediator or is participating in the mediation proceedings.

14.4. Allocation of Costs of Resolving Claims.

(a) Each Party shall bear all of its own costs incurred prior to and during the proceedings described in Section 14.3 (a), (b) and (c), above, including the fees of its attorney or other representative, Each Party shall share equally all charges rendered by the mediator(s) pursuant to Section 14.3(c) above.

(b) Each Party shall bear all of its own costs (including the fees of its attorney or other representative) incurred after the Termination of Mediation under Section 14.3(c) above.

14.5. Enforcement of Resolution. If the Parties agree to resolve any Claim through negotiation or mediation in accordance with Section 14.3 above and any Party hereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 14.3 above. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties prorata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorney's fees and court costs.

Article XV
General Provisions

15.1. Enforcement. Each Owner and every Occupant of a Lot shall comply strictly with the Bylaws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Second Restatement and Declaration and in the deed to his or her Lot, if any. The Board of Directors may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Second Restatement and Declaration, the Bylaws or the rules and regulations shall be grounds for any action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any or the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of violation of this Second Restatement and Declaration, By-Laws, rules and regulations, or use restrictions and to access the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

15.2. Self-Help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot or any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Second Restatement and Declaration, the By-Laws, the rules and regulations, or the use restrictions. Unless an emergency situation exists,

the Board shall give the violating Lot Owner ten (10) days' written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

15.3. Duration. The provisions of this Second Restatement and Declaration shall run with title to the Property, shall be binding upon and insure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect for a period of twenty-five (25) years from and after the date of the recording of this Second Restatement and Declaration, provided that rights and servitudes which are stated herein to have a longer duration. Upon the expiration of such twenty-five (25) year period, this Second Restatement and Declaration shall be automatically renewed for successive ten (10) year periods. The number of ten (10) year renewal periods shall be unlimited, with this Second Restatement and Declaration being automatically renewed and extended upon the expiration of each ten (10) year period, provided, however, that there shall be no renewal or extension of this Second Restatement and Declaration, if, during the initial twenty-five (25) year period or during any ten (10) year renewal period, seventy-five (75%) per cent of the Total Association Votes are cast in favor of terminating this Second Restatement and Declaration. In the event that the Association votes to terminate this Second Restatement and Declaration, an instrument evidencing such termination shall be filed of record in the Records of the Clerk of Court for St. Tammany Parish, Louisiana such instrument to contain a certificate wherein the President of the Association swears that such termination was duly adopted by the requisite number of votes, and termination shall be effective upon recordation of such certification. Every purchaser or grantee of any interest in any Property, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Second Restatement and Declaration shall run with and bind title to the Property as provided thereby.

15.4. Amendment. This Second Restatement and Declaration, and any of its terms and provisions may be modified in whole or in part, terminated or waived prior to or subsequent to the expiration of the twenty-five (25) 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 owner of the Class B Memberships of the Association, or **(ii)** the owner of the class B memberships of the Association alone, and duly recorded with the Clerk of Court for St. Tammany Parish, Louisiana. The requirement for the owner of the Class B Membership of the Association to sign an act of amendment or termination as aforesaid shall cease and terminate upon the lapse or termination of the Class B Membership.

15.5. Partition. The Common Property shall remain undivided, and no Lot Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the Property and without the written consent of all holders of all Mortgages encumbering any portion of the Property, including, but not necessarily limited to, the Lots.

15.6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

15.7. Severability. Whenever possible, each provision of this Second Restatement and Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Second Restatement and Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Second Restatement and Declaration are declared to be severable.

15.8. Captions. The captions of each article and section hereof, as to the contents of each article and section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular article or section to which they refer.

15.9. Conveyance of Common Property by Declarant to Association: Assignment of Contracts. The Declarant and the Declarant's designees may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest. Any such conveyance shall be accepted by the Association, and the property shall thereafter be Common Property to be maintained by the Association for the benefit of all or a part of its members. Declarant and the Declarant's designees shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this section. The Association shall also accept assignment of any contracts entered into by the Declarant and the Declarant's designees for the benefit of the Association or the Owners.

All contracts or leases executed by or on behalf of the Association prior to the termination of the Declarant's right to appoint any of the directors and officers of the Association shall contain, or shall be deemed to contain, a termination clause permitting the Association to terminate the contract or lease at any time, without cause and without penalty, upon not more than ninety (90) days' written notice,

15.10. Indemnification. In accordance with the Louisiana Nonprofit Corporation Code and to full extent allowed, the Association shall indemnify every Person who was or is a party or who is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association), by reason of the fact that such Person is or was serving as a director or officer of the Association against any and all expenses, including attorney's fees, imposed upon or reasonably incurred in connection with any action, suit, or proceeding, if such Person acted in a manner reasonable believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Any indemnification hereunder shall be made by the Association only as authorized in a specific case upon a determination that indemnification of the Person is proper under the circumstances.

15.11. Construction and Sale Period. Notwithstanding any provisions contained in this Second Restatement and Declaration, the By-Laws, Articles of Incorporation, rules and regulations, use restrictions, and any amendments to any of the foregoing, the Declarant hereby expressly reserves unto itself and its successors and assigns a non-exclusive, perpetual right, privilege, and easement with respect to the Property for the benefit of the Declarant, its successors, and assigns over, under, in, and/or on the Property, without obligation and without charge to the Declarant, for the purposes of taking all actions related to or connected with construction, installation, relocation, development, sale, maintenance, repair, or replacement in the Property and any other property now owned or which may in the future be owned by the Declarant, (such other property is hereinafter referred to as “**Additional Property**”). The reserved easement shall constitute a burden on the title to the Property and specifically includes, but is not limited to:

(a) the right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, or in the Property; and the right to tie into any portion of the Property with streets, driveways, parking areas, and walkways; and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee payable to the Association or any Owner for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under, and/or over the Property.

(b) the right to use (continually or from time to time) without charge any clubhouse or similar structure appurtenant recreational facilities, if any, constructed by the Declarant in the Property for business purposes or company functions of the Declarant and any similar use, including but not limited to, sales and marketing meetings, offices for Declarant’s sales or other employees and agents, a design studio, and employee parties; and

the right to construct, install, replace, relocate, maintain, repair, use, and enjoy signs, model residences, sales or construction trailers and sales offices in the Property.

No rights, privileges, and easements granted or reserved herein shall be merged into the title of any property, including, without limitation, the Property, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quitclaim deed from the Declarant releasing such right, privilege, or easement by express reference thereto.

If these reserved easements are exercised without annexing any Additional Property to the Subdivision, the Owners of the affected Additional Property shall share the costs, if any, of using and maintaining utility and similar facilities, including, without limitation, electrical; telephone. natural gas, water, sewer, and drainage lines and facilities with the Owners in the Property in the proportion that the number of completed dwellings on the affected Additional Property bears to the total number of completed dwellings upon the affected Additional Property and the number of Lots in the Property. The costs of maintenance and repair of Property streets and driveways shall likewise be apportioned to the affected Additional Property if the only means of vehicular access to the affected Additional Property is across the Property. For the

purposes of this provision, a dwelling on the affected Additional Property shall be considered completed when a certificate of occupancy has been granted. The allocation of expenses and the collection therefor may be done on a monthly, quarterly, or annual basis as may reasonably be determined by the Association in accordance with this Second Restatement and Declaration. If any of the Additional Property is added to the Property, from the time of the annexation, the sharing of costs and expenses and the use of any property so added shall be governed by this Second Restatement and Declaration, rather than by these reserved easements. This provision shall not adversely affect the rights of the Declarant under this Second Restatement and Declaration pursuant to any similar provision contained therein.

This section shall not be amended without the prior written consent of the Declarant so long as the Declarant owns any property primarily for development and/or sale in the Property or subject to annexation to the Property.

15.12. Books and Records.

(a) Inspection by Members and Mortgagees. This Second Restatement and Declaration, the By-Laws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by any member of the Association or by his duly appointed representative and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to his or her interest as a member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extra copies of documents at the reasonable expense of the Association.

15.13. Financial Statements. Financial statements for the Association shall be compiled annually in the manner as the Board of Directors may decide; provided, however, after having received the Board's financial statements at the annual meeting, the Owners, by a Majority vote, may require that the financial statements of the Association be audited as a common expense by a certified public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all cost associated therewith, such holder shall be entitled to receive a copy of the audited financial statements of the Association within ninety (90) days of the date of the request.

15.14. Notice of Sale or Lease. In the event an Owner sells or leases his or her Lot, the Owner shall give to the Association, in writing, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require.

15.15. Agreements. Subject to the prior approval of Declarant, so long as the Declarant has an option to unilaterally subject additional property to this Second Restatement and Declaration as provided in Article XI above, all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and other having an interest in the Property or the privilege of possession and enjoyment of any part of the Property.

15.16. This Second Restatement and Declaration: The Association. Every Owner, by acceptance of a deed to any portion of the Property, acknowledges that he or she is subject to this Second Restatement and Declaration and that he or she is automatically a member of and subject to assessment by the Association.

15.17. Cumulative Effect: Conflict. The covenants, restrictions, and provisions of this Second Restatement and Declaration shall be cumulative with those of any Neighborhood, and the Association may, but shall not be required to, enforce the covenants, conditions, and provisions of any Neighborhood; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, by-laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Neighborhood shall be subject and subordinate to those of the Association. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Association.

15.18. Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors or its designee shall be authorized to grant individual variances from any of the provisions of this Second Restatement and Declaration, the By-Laws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in particular ease would not be inconsistent with the overall scheme of development for the Property.

15.19. Litigation. No judicial or administrative proceedings shall be commenced or prosecuted by the Association unless approved by at least fifty-one (51%) percent of the Total Association Vote. This section shall not apply, however, to **(a)** actions brought by the Association to enforce the provisions of this Second Restatement and Declaration (including, without limitation, the foreclosure of liens), **(b)** the imposition and collection of assessments as provided in Article V hereof, **(c)** proceedings involving challenges to ad valorem taxation, or **(d)** counterclaims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is made by the Declarant pursuant to Article XV, Section 15.4, hereof, or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above. This provision shall apply in addition to the provisions of Article XIV, if applicable.

15.20. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Second Restatement and Declaration, the By-Laws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

15.21. Use of Recreational Facilities by Nonmembers. For so long as Declarant has an option to subject additional property to this Second Restatement and Declaration as provided in Article XI above, Declarant shall have the right to grant to persons who are not members of the Association the right to use the Subdivision recreational facilities (if any) constructed by Declarant. The extent and duration of nonmember use and the fee to be charged therefor shall be determined solely by Declarant. The Declarant may grant nonmember use rights to individuals as an easement appurtenant to such individuals' residential real property so that such use rights shall automatically inure to the benefit of both the original grantees and their respective successors-in-title to such real property. For so long as Declarant owns such recreational facilities, nonmember user fees shall be paid to Declarant. If such recreational facilities are conveyed to the Association, nonmember user fees due and payable after the date of such conveyance shall be paid to the Association. Declarant shall determine the amount of nonmember user fees which are due and payable after such conveyance. Such fees shall be paid in equal annual installments to the Association. The amount of such installment payments may be increased each year by the Board so long as the percentage increase (as compared to the previous year's installment) does not exceed the percentage increase in the annual assessment levied against members of the Association (as compared to the previous year's assessment).

Any use right granted to nonmembers which extends beyond the termination of Declarant's option to unilaterally subject additional property to this Second Restatement and Declaration shall be valid and may not be terminated by the Association so long as the terms and conditions imposed upon nonmember use by Declarant are complied with by the nonmember user.

Declarant hereby expressly reserves unto itself, its successors and assigns a non-exclusive, perpetual right, privilege and easement with respect to the Property for the benefit of this Second Restatement and Declaration, its successors, assigns and the above discussed.

EACH OWNER ACKNOWLEDGES, UNDERSTANDS, AND COVENANTS TO INFORM ITS TENANTS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, THE DECLARANT, AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH PERSON USING THE PROPERTY WITHIN THE SUBDIVISION ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS, AND TO THE CONTENTS OF LOTS RESULTING FROM ACTS OF THIRD PARTIES.

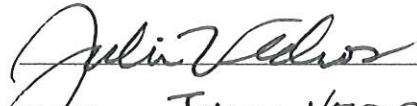
THE UNDERSIGNED REQUESTS THAT THE CLERK OF COURT CROSS REFERENCE THIS INSTRUMENT TO RESTRICTIONS RECORDED AS INSTRUMENT NO. 1551656.

[SIGNATURES ON THE FOLLOWING PAGE]


IN WITNESS WHEREOF, Declarant has executed this instrument as of the date set forth above in the presence of the undersigned witness, after reading of the whole.

WITNESSES:

BEDICO CREEK PRESERVE, L.L.C.


Printed Name: JULIE VEDROS

By: 
DAVID L. WALTEMATH, MANAGER


Printed Name: Courtney Thompson

BEDICO INTERESTS, L.L.C.

By: 
DAVID L. WALTEMATH, MANAGER

**CLASSIC PROPERTIES
MANAGEMENT CORP.**

By: 
DAVID L. WALTEMATH, PRESIDENT


NOTARY PUBLIC

Print Name: A. WAYNE BURAS
Commission No. 3651
My Commission Expires: @ Death

EXHIBIT "A"

BEDICO CREEK PRESERVE PROPERTY

[45 LOTS]

That certain parcel or lot of land (the Real Property or Property) situated in the Parish of St. Tammany, State of Louisiana, more particularly described hereinbelow,

THOSE CERTAIN LOTS OR PARCELS OF LAND, TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS THEREON; ALSO, ALL RIGHTS, WAYS, MEANS, PRIVILEGES, SERVITUDES, PRESCRIPTIONS, ADVANTAGES AND APPURTENANCES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING THERETO, SITUATED IN SECTIONS 5,6,7 AND 8, TOWNSHIP 7 SOUTH, RANGE 10 EAST AND SECTION 31, TOWNSHIP 6 SOUTH, RANGE 10 EAST, PARISH OF ST. TAMMANY, STATE OF LOUISIANA, IN THAT PART THEREOF KNOWN AS BEDICO CREEK, PHASE I-A AND PHASE I-B, AND MORE FULLY DESCRIBED ACCORDING TO SURVEYS OF BEDICO CREEK, PHASE I-A AND PHASE I-B, AS FOLLOWS, TO-WIT:

LOT NOS. 4, 6, 12, 13, 16, 19, 28, 69, 70, 72, 76, 77, 79, 80, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 102, 113, 115, 117, 120, 122, 196, 198, 200, 201, 204, 206, AND 209.

THE ABOVE LOTS ARE DESCRIBED ACCORDING TO SURVEYS BY FONTCUBERTA SURVEYS INC. AS FOLLOWS:

A. FINAL PLAT OF BEDICO CREEK, PHASE 1-A, DATED MARCH 3, 2006, REVISED APRIL 12, 2006, RECORDED IN CLERK'S MAP FILE 4204;

B. FINAL PLAT OF BEDICO CREEK, PHASE 1-B, DATED APRIL 12, 2006, REVISED MAY 11, 2006, RECORDED IN CLERK'S MAP FILE 4219.

EXHIBIT "B"

RELEASED BEDICO LOTS

[64 LOTS]

That certain parcel or lot of land (the Real Property or Property) situated in the Parish of St. Tammany, State of Louisiana, more particularly described hereinbelow,

THOSE CERTAIN LOTS OR PARCELS OF LAND, TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS THEREON; ALSO, ALL RIGHTS, WAYS, MEANS, PRIVILEGES, SERVITUDES, PRESCRIPTIONS, ADVANTAGES AND APPURTENANCES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING THERETO, SITUATED IN SECTIONS 5,6,7 AND 8, TOWNSHIP 7 SOUTH, RANGE 10 EAST AND SECTION 31, TOWNSHIP 6 SOUTH, RANGE 10 EAST, PARISH OF ST. TAMMANY, STATE OF LOUISIANA, IN THAT PART THEREOF KNOWN AS BEDICO CREEK, PHASE I-A AND PHASE I-B, AND MORE FULLY DESCRIBED ACCORDING TO SURVEYS OF BEDICO CREEK, PHASE I-A AND PHASE I-B, AS FOLLOWS, TO-WIT:

LOT NOS. 1, 2, 3, 5, 7, 8, 9, 10, 11, 14, 15, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31, 67, 68, 71, 73, 74, 75, 78, 81, 82, 101, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 114, 116, 118, 119, 121, 193, 194, 195, 197, 199, 202, 203, 205, 207, 208, 210, 211, 212, 213, AND 214.

THE ABOVE LOTS ARE DESCRIBED ACCORDING TO SURVEYS BY FONTCUBERTA SURVEYS INC. AS FOLLOWS:

A. FINAL PLAT OF BEDICO CREEK, PHASE 1-A, DATED MARCH 3, 2006, REVISED APRIL 12, 2006, RECORDED IN CLERK'S MAP FILE 4204;

B. FINAL PLAT OF BEDICO CREEK, PHASE 1-B, DATED APRIL 12, 2006, REVISED MAY 11, 2006, RECORDED IN CLERK'S MAP FILE 4219.

EXHIBIT C

1D PHASES PROPERTY

Phase 1D-1:

A CERTAIN PIECE OR PARCEL OF GROUND situated in Sections 5 and 6, Township 7 South, Range 10 East, Parish of St. Tammany, State of Louisiana, and more fully described as follows:

Commence at the Section Corner common to Sections 5, 6, 7, and 8, Township 7 South, Range 10 East; thence measure South 00 degrees 03 minutes 00 seconds West, a distance of 6.89 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 230.00 feet, a distance of 163.19 feet to a point; thence measure North 44 degrees 09 minutes 17 seconds West, a distance of 143.48 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 180.00 feet, a distance of 80.14 feet to a point; thence measure North 18 degrees 38 minutes 37 seconds West, a distance of 421.58 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the left having a radius of 200.00 feet, a distance of 57.95 feet to a point; thence measure North 35 degrees 14 minutes 41 seconds West, a distance of 98.82 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 79.90 feet, a distance of 46.30 feet to a point; thence measure North 02 degrees 02 minutes 34 seconds West, a distance of 98.82 feet to a point; thence measure North 71 degrees 18 minutes 21 seconds West, a distance of 39.82 feet to a point; thence measure South 72 degrees 02 minutes 59 seconds West, a distance of 139.81 feet to a point; thence measure South 79 degrees 30 minutes 09 seconds West, a distance of 305.66 feet to a point; thence measure North 64 degrees 46 minutes 28 seconds West, a distance of 293.12 feet to a point; thence measure North 46 degrees 54 minutes 20 seconds West, a distance of 491.50 feet to a point; thence measure in a southwesterly direction along the arc of a curve to the left having a radius of 525.00 feet, a distance of 174.34 feet to a point; thence measure North 37 degrees 13 minutes 13 seconds West, a distance of 281.27 feet to a point; thence measure North 19 degrees 02 minutes 52 seconds West, a distance of 115.08 feet to a point; thence measure North 17 degrees 57 minutes 33 seconds East, a distance of 125.91 feet to a point; thence measure North 26 degrees 49 minutes 27 seconds East, a distance of 295.23 feet to a point; thence measure South 85 degrees 15 minutes 43 seconds East, a distance of 321.58 feet to a point; thence measure South 37 degrees 33 minutes 48 seconds East, a distance of 204.98 feet to a point; thence measure South 02 degrees 37 minutes 12 seconds East, a distance of 165.69 feet to a point; thence measure South 57 degrees 21 minutes 23 seconds East, a distance of 130.86 feet to a point; thence measure North 33 degrees 52 minutes 06 seconds East, a distance of 68.09 feet to a point; thence measure North 31 degrees 18 minutes 51 seconds West, a distance of 386.63 feet to a point; thence measure North 24 degrees 09 minutes 31 seconds East, a distance of 182.11 feet to a point; thence measure North 65 degrees 01 minutes 49 seconds East, a distance of 180.65 feet to a point; thence measure North 31 degrees 32 minutes 31 seconds West, a distance of 35.38 feet to a point; thence measure in a Northwesterly direction along the arc of a curve to the left, having a radius of 890.00 feet, a distance of 408.15 feet to a point; thence measure North 57 degrees 49 minutes 03 seconds West, a distance of 1005.07 feet to a point; thence measure in a Northwesterly direction along the arc of a curve to the left, having a radius of 360.00 feet, a distance of 164.47 feet to the Point of Beginning.

From the Point of Beginning measure South, a distance of 110.35 feet to a point; thence measure South 44 degrees 59 minutes 15 seconds East, a distance of 480.61 feet to a point; thence measure South 64 degrees 46 minutes 07 seconds West, a distance of 26.56 feet to a point; thence measure South 44 degrees 59 minutes 15 seconds East, a distance of 39.70 feet to a point; thence measure South 18 degrees 30 minutes 21 seconds East, a distance of 12.73 feet to a point; thence measure South 25 degrees 13 minutes

53 seconds East, a distance of 140.00 feet to a point; thence measure South 64 degrees 46 minutes 07 seconds West, a distance of 568.60 feet to a point; thence measure in a Southwesterly and a Northwesterly direction along the arc of a curve to the right, having a radius of 300.00 feet, a distance of 559.51 feet to a point; thence measure North 08 degrees 22 minutes 24 seconds West, a distance of 441.61 feet to a point; thence measure North 00 degrees 51 minutes 51 seconds East, a distance of 193.43 feet to a point; thence measure in a Southeasterly direction along the arc of a curve to the left, having a radius of 780.00 feet, a distance of 139.76 feet to a point; thence measure North 87 degrees 08 minutes 45 seconds East, a distance of 398.34 feet to a point; thence measure in an Easterly direction along the arc of a curve to the right, having a radius of 360.00 feet, a distance of 55.67 feet back to the Point of Beginning, containing 14.595 Acres.

Phase 1D-2:

A CERTAIN PIECE OR PARCEL OF GROUND situated in Sections 5 and 6, Township 7 South, Range 10 East, Parish of St. Tammany, State of Louisiana, and more fully described as follows:

Commence at the Section Corner common to Sections 5, 6, 7, and 8, Township 7 South, Range 10 East; thence measure South 00 degrees 03 minutes 00 seconds West, a distance of 6.89 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 230.00 feet, a distance of 163.19 feet to a point; thence measure North 44 degrees 09 minutes 17 seconds West, a distance of 143.48 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 180.00 feet, a distance of 80.14 feet to a point; thence measure North 18 degrees 38 minutes 37 seconds West, a distance of 421.58 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the left having a radius of 200.00 feet, a distance of 57.95 feet to a point; thence measure North 35 degrees 14 minutes 41 seconds West, a distance of 98.82 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 79.90 feet, a distance of 46.30 feet to a point; thence measure North 02 degrees 02 minutes 34 seconds West, a distance of 98.82 feet to a point; thence measure North 71 degrees 18 minutes 21 seconds West, a distance of 39.82 feet to a point; thence measure South 72 degrees 02 minutes 59 seconds West, a distance of 139.81 feet to a point; thence measure South 79 degrees 30 minutes 09 seconds West, a distance of 305.66 feet to a point; thence measure North 64 degrees 46 minutes 28 seconds West, a distance of 293.12 feet to a point; thence measure North 46 degrees 54 minutes 20 seconds West, a distance of 491.50 feet to a point; thence measure in a southwesterly direction along the arc of a curve to the left having a radius of 525.00 feet, a distance of 174.34 feet to a point; thence measure North 37 degrees 13 minutes 13 seconds West, a distance of 281.27 feet to a point; thence measure North 19 degrees 02 minutes 52 seconds West, a distance of 115.08 feet to a point; thence measure North 17 degrees 57 minutes 33 seconds East, a distance of 125.91 feet to a point; thence measure North 26 degrees 49 minutes 27 seconds East, a distance of 295.23 feet to a point; thence measure South 85 degrees 15 minutes 43 seconds East, a distance of 321.58 feet to a point; thence measure South 37 degrees 33 minutes 48 seconds East, a distance of 204.98 feet to a point; thence measure South 02 degrees 37 minutes 12 seconds East, a distance of 165.69 feet to a point; thence measure South 57 degrees 21 minutes 23 seconds East, a distance of 130.86 feet to a point; thence measure North 33 degrees 52 minutes 06 seconds East, a distance of 68.09 feet to a point; thence measure North 31 degrees 18 minutes 51 seconds West, a distance of 386.63 feet to a point; thence measure North 24 degrees 09 minutes 31 seconds East, a distance of 182.11 feet to a point; thence measure North 65 degrees 01 minutes 49 seconds East, a distance of 180.65 feet to a point; thence measure North 31 degrees 32 minutes 31 seconds West, a distance of 35.38 feet to a point; thence measure in a Northwesterly direction along the arc of a curve to the left, having a radius of 890.00 feet, a distance of 408.15 feet to a point; thence measure North 57 degrees 49 minutes 03 seconds West, a distance of 1005.07 feet to a point; thence measure in a Northwesterly direction along the arc of a curve to the left, having a radius of 360.00 feet, a distance of 220.14 feet to a point; thence measure South 87 degrees 08 minutes 45 seconds West, a

distance of 398.34 feet to a point; thence measure in a Northwesterly direction along the arc of a curve to the right, having a radius of 780.00 feet, a distance of 253.54 feet to the Point of Beginning.

From the Point of Beginning measure South 19 degrees 05 minutes 01 seconds West, a distance of 151.76 feet to a point; thence measure North 69 degrees 09 minutes 26 seconds West, a distance of 124.00 feet to a point; thence measure North 63 degrees 24 minutes 03 seconds West, a distance of 104.68 feet to a point; thence measure North 62 degrees 21 minutes 33 seconds West, a distance of 300.20 feet to a point; thence measure North 68 degrees 12 minutes 56 seconds West, a distance of 93.21 feet to a point; thence measure North 76 degrees 53 minutes 02 seconds West, a distance of 88.17 feet to a point; thence measure North 84 degrees 37 minutes 34 seconds West, a distance of 88.25 feet to a point; thence measure South 87 degrees 04 minutes 36 seconds West, a distance of 13.95 feet to a point; thence measure North 02 degrees 55 minutes 24 seconds West, a distance of 149.69 feet to a point; thence measure in a Southwesterly direction along the arc of a curve to the left, having a radius of 750.00 feet, a distance of 21.69 feet to a point; thence measure South 87 degrees 04 minutes 36 seconds West, a distance of 46.82 feet to a point; thence measure North 02 degrees 55 minutes 24 seconds West, a distance of 50.00 feet to a point; thence measure North 87 degrees 04 minutes 36 seconds East, a distance of 2.00 feet to a point; thence measure in a Northeasterly direction along the arc of a curve to the left, having a radius of 13.00 feet, a distance of 20.42 feet to a point; thence measure North 87 degrees 45 minutes 44 seconds East, a distance of 50.00 feet to a point; thence measure in a Southeasterly direction along the arc of a curve to the left, having a radius of 13.00 feet, a distance of 19.92 feet to a point; thence measure in a Southeasterly direction along the arc of a curve to the right, having a radius of 800.00 feet, a distance of 396.56 feet to a point; thence measure South 62 degrees 19 minutes 24 seconds East, a distance of 329.33 feet to a point; thence measure in a Southeasterly direction along the arc of a curve to the left, having a radius of 730.00 feet, a distance of 154.60 feet to a point; thence measure South 19 degrees 05 minutes 01 seconds West, a distance of 50.09 feet back to the Point of Beginning, containing 4.005 Acres.

THE ABOVE PROPERTY IS DESCRIBED ACCORDING TO FINAL SUBDIVISION PLANS FOR BEDICO CREEK RECORDED IN THE MAP FILE RECORDS OF THE CLERK OF COURT FOR ST TAMMANY PARISH, AS FOLLOWS:

- Phase 1D-1: Clerk's Map File No. 5083
- Phase 1D-2: Clerk's Map File No. 5084

EXHIBIT D

DECLARANT PROPERTY

(See Sketch by Fontcuberta Surveys, Incorporated, dated July 23, 2012, recorded in the conveyance records of St. Tammany Parish, Louisiana, as an attachment to a Transfer by Bedico Creek Preserve, LLC to Bedico Creek Preserve Owners Association, Inc.)

Green Space No. A1:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, located within the boundary of Bedico Creek, Phase 1-A, and situated in Section 6, Township 7 South, Range 10 East, Parish of St. Tammany, State of Louisiana, and more fully described as follows, to-wit:

Commence at the Section Corner common to Sections 5, 6, 7, and 8, Township 7 South, Range 10 East; thence measure South 00 degrees 03 minutes 00 seconds West, a distance of 6.89 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 230.00 feet, a distance of 163.19 feet to a point; thence measure North 44 degrees 09 minutes 17 seconds West, a distance of 143.48 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 180.00 feet, a distance of 80.14 feet to a point; thence measure North 18 degrees 38 minutes 37 seconds West, a distance of 421.58 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the left having a radius of 200.00 feet, a distance of 57.95 feet to a point; thence measure North 35 degrees 14 minutes 41 seconds West, a distance of 98.82 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 79.90 feet, a distance of 46.30 feet to a point; thence measure North 02 degrees 02 minutes 34 seconds West, a distance of 98.82 feet to the POINT OF BEGINNING;

From the Point of Beginning measure North 71 degrees 18 minutes 21 seconds West, a distance of 39.82 feet to a point; thence measure North 18 degrees 38 minutes 37 seconds West, a distance of 192.16 feet to a point; thence measure North 65 degrees 43 minutes 35 seconds West, a distance of 67.57 feet to a point; thence measure North 22 degrees 21 minutes 59 seconds West, a distance of 36.67 feet to a point; thence measure South 67 degrees 38 minutes 01 seconds West, a distance of 105.37 feet to a point; thence measure South 78 degrees 16 minutes 04 seconds West, a distance of 39.43 feet to a point; thence measure North 03 degrees 33 minutes 13 seconds East, a distance of 6.71 feet to a point; thence measure in a Northeasterly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 15.22 feet to a point; thence measure in a Northeasterly direction along the arc of a curve to the left having a radius of 450.00 feet, a distance of 23.46 feet to a point; thence measure North 67 degrees 38 minutes 01 seconds East, a distance of 120.02 feet to a point; thence measure in a Northeasterly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 16.44 feet to a point; thence measure in a Southeasterly direction along the arc of a curve to the left having a radius of 113.00 feet, a distance of 86.77 feet to a point; thence measure in a Southeasterly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 14.81 feet to a point; thence measure South 18 degrees 38 minutes 37 seconds East, a distance of 180.99 feet to a point; thence measure in a Southeasterly direction along the arc of a curve to the right having a radius of 200.00 feet, a distance of 57.95 feet back to the POINT OF BEGINNING, containing 0.36 acres.

Green Space No. A2:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, located within the boundary of Bedico Creek, Phase 1-A, and situated in Section 6, Township 7 South, Range 10 East, Parish of St. Tammany, State of Louisiana, and more fully described as follows, to-wit:

Commence at the Section Corner common to Sections 5, 6, 7, and 8, Township 7 South, Range 10 East; thence measure South 00 degrees 03 minutes 00 seconds West, a distance of 6.89 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 230.00 feet, a distance of 163.19 feet to a point; thence measure North 44 degrees 09 minutes 17 seconds West, a distance of 143.48 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 180.00 feet, a distance of 80.14 feet to a point; thence measure North 18 degrees 38 minutes 37 seconds West, a distance of 421.58 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the left having a radius of 200.00 feet, a distance of 57.95 feet to a point; thence measure North 35 degrees 14 minutes 41 seconds West, a distance of 98.82 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 79.90 feet, a distance of 46.30 feet to a point; thence measure North 02 degrees 02 minutes 34 seconds West, a distance of 98.82 feet to a point; thence measure North 71 degrees 18 minutes 21 seconds West, a distance of 39.82 feet to a point; thence measure South 72 degrees 02 minutes 59 seconds West, a distance of 139.81 feet to a point; thence measure South 79 degrees 30 minutes 09 seconds West, a distance of 305.66 feet to a point; thence measure North 64 degrees 46 minutes 28 seconds West, a distance of 293.12 feet to a point; thence measure North 46 degrees 54 minutes 20 seconds West, a distance of 491.50 feet to a point; thence measure in a southwesterly direction along the arc of a curve to the left having a radius of 525.00 feet, a distance of 174.34 feet to a point; thence measure North 37 degrees 13 minutes 13 seconds West, a distance of 281.27 feet to a point; thence measure North 19 degrees 02 minutes 52 seconds West, a distance of 115.08 feet to a point; thence measure North 17 degrees 57 minutes 33 seconds East, a distance of 125.91 feet to a point; thence measure North 26 degrees 49 minutes 27 seconds East, a distance of 295.23 feet to a point; thence measure South 85 degrees 15 minutes 43 seconds East, a distance of 321.58 feet to a point; thence measure South 37 degrees 33 minutes 48 seconds East, a distance of 204.98 feet to a point; thence measure South 02 degrees 37 minutes 12 seconds East, a distance of 165.69 feet to a point; thence measure South 57 degrees 21 minutes 23 seconds East, a distance of 130.86 feet to a point; thence measure North 33 degrees 52 minutes 06 seconds East, a distance of 68.09 feet to a point; thence measure North 31 degrees 18 minutes 51 seconds West, a distance of 386.63 feet to a point; thence measure North 24 degrees 09 minutes 31 seconds East, a distance of 182.11 feet to a point; thence measure North 65 degrees 01 minutes 49 seconds East, a distance of 180.65 feet to a point; thence measure South 31 degrees 32 minutes 31 seconds East, a distance of 628.18 feet to the POINT OF BEGINNING;

From the Point of Beginning measure South 31 degrees 32 minutes 31 seconds East, a distance of 327.72 feet to a point; thence measure in a Southwesterly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 15.25 feet to a point; thence measure in a Southeasterly direction along the arc of a curve to the left having a radius of 113.00 feet, a distance of 79.83 feet to a point; thence measure in a South-easterly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 16.44 feet to a point; thence measure South 67 degrees 38 minutes 01 seconds West, a distance of 23.06 feet to a point; thence measure North 22 degrees 21 minutes 59 seconds West, a distance of 29.79 feet to a point; thence measure North 28 degrees 45 minutes 45 seconds East, a distance of 88.41 feet to a point; thence measure North 31 degrees 32 minutes 31 seconds West, a distance of 336.16 feet to a point; thence measure North 58 degrees 27 minutes 29 seconds East, a distance of 7.00 feet to a point; thence measure in a Southeasterly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 20.42 feet back to the POINT OF BEGINNING, containing 0.22 acres.

Green Space No. A3:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, located within the boundary of Bedico Creek, Phase 1-A, and situated in Section 6, Township 7 South, Range 10 East, Parish of St. Tammany, State of Louisiana, and more fully described as follows, to-wit:

Commence at the Section Corner common to Sections 5, 6, 7, and 8, Township 7 South, Range 10 East; thence measure South 00 degrees 03 minutes 00 seconds West, a distance of 6.89 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 230.00 feet, a distance of 163.19 feet to a point; thence measure North 44 degrees 09 minutes 17 seconds West, a distance of 143.48 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 180.00 feet, a distance of 80.14 feet to a point; thence measure North 18 degrees 38 minutes 37 seconds West, a distance of 421.58 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the left having a radius of 200.00 feet, a distance of 57.95 feet to a point; thence measure North 35 degrees 14 minutes 41 seconds West, a distance of 98.82 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 79.90 feet, a distance of 46.30 feet to a point; thence measure North 02 degrees 02 minutes 34 seconds West, a distance of 98.82 feet to a point; thence measure North 71 degrees 18 minutes 21 seconds West, a distance of 39.82 feet to a point; thence measure South 72 degrees 02 minutes 59 seconds West, a distance of 139.81 feet to a point; thence measure South 79 degrees 30 minutes 09 seconds West, a distance of 305.66 feet to a point; thence measure North 64 degrees 46 minutes 28 seconds West, a distance of 293.12 feet to a point; thence measure North 46 degrees 54 minutes 20 seconds West, a distance of 491.50 feet to a point; thence measure in a southwesterly direction along the arc of a curve to the left having a radius of 525.00 feet, a distance of 174.34 feet to a point; thence measure North 37 degrees 13 minutes 13 seconds West, a distance of 281.27 feet to a point; thence measure North 19 degrees 02 minutes 52 seconds West, a distance of 115.08 feet to a point; thence measure North 17 degrees 57 minutes 33 seconds East, a distance of 125.91 feet to a point; thence measure North 26 degrees 49 minutes 27 seconds East, a distance of 295.23 feet to a point; thence measure South 85 degrees 15 minutes 43 seconds East, a distance of 321.58 feet to a point; thence measure South 37 degrees 33 minutes 48 seconds East, a distance of 204.98 feet to a point; thence measure South 02 degrees 37 minutes 12 seconds East, a distance of 165.69 feet to a point; thence measure South 57 degrees 21 minutes 23 seconds East, a distance of 130.86 feet to a point; thence measure North 33 degrees 52 minutes 06 seconds East, a distance of 68.09 feet to a point; thence measure North 31 degrees 18 minutes 51 seconds West, a distance of 386.63 feet to a point; thence measure North 24 degrees 09 minutes 31 seconds East, a distance of 182.11 feet to a point; thence measure North 65 degrees 01 minutes 49 seconds East, a distance of 180.65 feet to a point; thence measure South 31 degrees 32 minutes 31 seconds East, a distance of 226.21 feet to the POINT OF BEGINNING;

From the Point of Beginning measure South 31 degrees 32 minutes 31 seconds East, a distance of 325.97 feet to a point; thence measure in a Southwesterly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 20.42 feet to a point; thence measure South 58 degrees 27 minutes 29 seconds West, a distance of 7.00 feet to a point; thence measure North 31 degrees 32 minutes 31 seconds West, a distance of 351.97 feet to a point; thence measure North 58 degrees 27 minutes 29 seconds East, a distance of 7.00 feet to a point; thence measure in a Southeasterly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 20.42 feet back to the POINT OF BEGINNING, containing 0.16 acres.

Green Space No. A4:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, located within the boundary of Bedico Creek, Phase 1-A, and situated in Section 6, Township 7 South, Range 10 East, Parish of St. Tammany, State of Louisiana, and more fully described as follows, to-wit:

Commence at the Section Corner common to Sections 5, 6, 7, and 8, Township 7 South, Range 10 East; thence measure South 00 degrees 03 minutes 00 seconds West, a distance of 6.89 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 230.00 feet, a distance of 163.19 feet to a point; thence measure North 44 degrees 09 minutes 17 seconds West, a distance of 143.48 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 180.00 feet, a distance of 80.14 feet to a point; thence measure North 18 degrees 38 minutes 37 seconds West, a distance of 421.58 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the left having a radius of 200.00 feet, a distance of 57.95 feet to a point; thence measure North 35 degrees 14 minutes 41 seconds West, a distance of 98.82 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 79.90 feet, a distance of 46.30 feet to a point; thence measure North 02 degrees 02 minutes 34 seconds West, a distance of 98.82 feet to a point; thence measure North 71 degrees 18 minutes 21 seconds West, a distance of 39.82 feet to a point; thence measure South 72 degrees 02 minutes 59 seconds West, a distance of 139.81 feet to a point; thence measure South 79 degrees 30 minutes 09 seconds West, a distance of 305.66 feet to a point; thence measure North 64 degrees 46 minutes 28 seconds West, a distance of 293.12 feet to a point; thence measure North 46 degrees 54 minutes 20 seconds West, a distance of 491.50 feet to a point; thence measure in a southwesterly direction along the arc of a curve to the left having a radius of 525.00 feet, a distance of 174.34 feet to a point; thence measure North 37 degrees 13 minutes 13 seconds West, a distance of 281.27 feet to a point; thence measure North 19 degrees 02 minutes 52 seconds West, a distance of 115.08 feet to a point; thence measure North 17 degrees 57 minutes 33 seconds East, a distance of 125.91 feet to a point; thence measure North 26 degrees 49 minutes 27 seconds East, a distance of 295.23 feet to a point; thence measure South 85 degrees 15 minutes 43 seconds East, a distance of 321.58 feet to a point; thence measure South 37 degrees 33 minutes 48 seconds East, a distance of 204.98 feet to a point; thence measure South 02 degrees 37 minutes 12 seconds East, a distance of 165.69 feet to a point; thence measure South 57 degrees 21 minutes 23 seconds East, a distance of 130.86 feet to a point; thence measure North 33 degrees 52 minutes 06 seconds East, a distance of 68.09 feet to a point; thence measure North 31 degrees 18 minutes 51 seconds West, a distance of 386.63 feet to a point; thence measure North 24 degrees 09 minutes 31 seconds East, a distance of 182.11 feet to a point; thence measure North 65 degrees 01 minutes 49 seconds East, a distance of 180.65 feet to the POINT OF BEGINNING;

From the Point of Beginning measure South 31 degrees 32 minutes 31 seconds East, a distance of 150.21 feet to a point; thence measure in a Southwesterly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 20.42 feet to a point; thence measure South 58 degrees 27 minutes 29 seconds West, a distance of 7.00 feet to a point; thence measure North 31 degrees 32 minutes 31 seconds West, a distance of 165.52 feet to a point; thence measure North 65 degrees 01 minutes 49 seconds East, a distance of 20.13 feet back to the POINT OF BEGINNING, containing 0.07 acres.

Green Space No. A5:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, located within the boundary of Bedico Creek, Phase 1-A, and situated in Section 6, Township 7 South, Range 10 East, Parish of St. Tammany, State of Louisiana, and more fully described as follows, to-wit:

Commence at the Section Corner common to Sections 5, 6, 7, and 8, Township 7 South, Range 10 East; thence measure South 00 degrees 03 minutes 00 seconds West, a distance of 6.89 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 230.00 feet, a distance of 163.19 feet to a point; thence measure North 44 degrees 09 minutes 17 seconds West, a distance of 143.48 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 180.00 feet, a distance of 80.14 feet to a point; thence measure North 18 degrees 38 minutes 37 seconds West, a distance of 421.58 feet to a point; thence measure in a Northwesterly direction along the arc of a curve to the left having a radius of 200.00 feet, a distance of 57.95 feet to a point; thence measure North 35 degrees 14 minutes 41 seconds West, a distance of 98.82 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 79.90 feet, a distance of 46.30 feet to a point; thence measure North 02 degrees 02 minutes 34 seconds West, a distance of 98.82 feet to a point; thence measure in a Northwesterly direction along the arc of a curve to the left having a radius of 200.00 feet, a distance of 57.95 feet to a point; thence measure North 71 degrees 21 minutes 23 seconds East, a distance of 80.00 feet to the POINT OF BEGINNING;

From the Point of Beginning measure North 18 degrees 38 minutes 37 seconds West, a distance of 181.25 feet to a point; thence measure in a Northeasterly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 14.74 feet to a point; thence measure in a Northeasterly direction along the arc of a curve to the left having a radius of 113.00 feet, a distance of 114.72 feet to a point; thence measure in a North-easterly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 16.44 feet to a point; thence measure North 60 degrees 37 minutes 01 seconds East, a distance of 146.83 feet to a point; thence measure in a Southeasterly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 20.42 feet to a point; thence measure South 29 degrees 22 minutes 59 seconds East, a distance of 7.00 feet to a point; thence measure South 60 degrees 37 minutes 01 seconds West, a distance of 120.97 feet to a point; thence measure South 14 degrees 16 minutes 08 seconds West, a distance of 155.16 feet to a point; thence measure South 18 degrees 38 minutes 37 seconds East, a distance of 246.80 feet to a point; thence measure South 26 degrees 17 minutes 27 seconds East, a distance of 197.41 feet to a point; thence measure South 71 degrees 01 minutes 31 seconds West, a distance of 57.93 feet to a point; thence measure North 02 degrees 02 minutes 34 seconds West, a distance of 98.82 feet to a point; thence measure in a Northwesterly direction along the arc of a curve to the left having a radius of 79.90 feet, a distance of 46.30 feet to a point; thence measure North 35 degrees 14 minutes 41 seconds West, a distance of 98.82 feet to a point; thence measure in a Northwesterly direction along the arc of a curve to the right having a radius of 200.00 feet, a distance of 57.95 feet back to the POINT OF BEGINNING, containing 0.54 acres.

Green Space No. A6:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, located within the boundary of Bedico Creek, Phase 1-A, and situated in Sections 5 and 6, Township 7 South, Range 10 East, Parish of St. Tammany, State of Louisiana, and more fully described as follows, to-wit:

Commence at the Section Corner common to Sections 5, 6, 7, and 8, Township 7 South, Range 10 East; thence measure South 00 degrees 03 minutes 00 seconds West, a distance of 6.89 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 230.00 feet, a distance of 163.19 feet to a point; thence measure North 44 degrees 09 minutes 17 seconds West, a distance of 143.48 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 180.00 feet, a distance of 80.14 feet to a point; thence measure North 18 degrees 38 minutes 37 seconds West, a distance of 421.58 feet to a point; thence measure in a Northwesterly direction along the arc of a curve to the left having a radius of 200.00 feet, a distance of 57.95 feet to a point; thence measure North 35 degrees 14 minutes 41 seconds West, a distance of 98.82 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a

radius of 79.90 feet, a distance of 46.30 feet to a point; thence measure North 02 degrees 02 minutes 34 seconds West, a distance of 98.82 feet to a point; thence measure in a Northwesterly direction along the arc of a curve to the left having a radius of 200.00 feet, a distance of 57.95 feet to a point; thence measure North 71 degrees 21 minutes 23 seconds East, a distance of 80.00 feet to a point: thence measure North 18 degrees 38 minutes 37 seconds West, a distance of 181.25 feet to a point; thence measure in a Northeasterly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 14.74 feet to a point; thence measure in a Northeasterly direction along the arc of a curve to the left having a radius of 113.00 feet, a distance of 114.72 feet to a point; thence measure in a Northeasterly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 16.44 feet to a point; thence measure North 60 degrees 37 minutes 01 seconds East, a distance of 222.83 feet to the POINT OF BEGINNING;

From the Point of Beginning measure North 60 degrees 37 minutes 01 seconds East, a distance of 67.71 feet to a point; thence measure in a Northeasterly direction along the arc of a curve to the left having a radius of 500.00 feet, a distance of 281.67 feet to a point; thence measure in a Northeasterly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 20.09 feet to a point; thence measure South 63 degrees 06 minutes 42 seconds East, a distance of 8.84 feet to a point; thence measure South 34 degrees 50 minutes 38 seconds West, a distance of 146.22 feet to a point; thence measure South 46 degrees 59 minutes 32 seconds West, a distance of 95.76 feet to a point; thence measure South 60 degrees 37 minutes 01 seconds West, a distance of 145.63 feet to a point; thence measure North 29 degrees 22 minutes 59 seconds West, a distance of 7.00 feet to a point; thence measure in a Northerly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 20.42 feet back to the POINT OF BEGINNING, containing 0.17 acres.

Green Space No. A7:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, located within the boundary of Bedico Creek, Phase 1-A, and situated in Section 5, Township 7 South, Range 10 East, Parish of St. Tammany, State of Louisiana, and more fully described as follows, to-wit:

Commence at the Section Corner common to Sections 5, 6, 7, and 8, Township 7 South, Range 10 East; thence measure South 00 degrees 03 minutes 00 seconds West, a distance of 6.89 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 230.00 feet, a distance of 163.19 feet to a point; thence measure North 44 degrees 09 minutes 17 seconds West, a distance of 143.48 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 180.00 feet, a distance of 80.14 feet to a point; thence measure North 18 degrees 38 minutes 37 seconds West, a distance of 421.58 feet to a point; thence measure in a Northwesterly direction along the arc of a curve to the left having a radius of 200.00 feet, a distance of 57.95 feet to a point; thence measure North 35 degrees 14 minutes 41 seconds West, a distance of 98.82 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 79.90 feet, a distance of 46.30 feet to a point; thence measure North 02 degrees 02 minutes 34 seconds West, a distance of 98.82 feet to a point; thence measure in a Northwesterly direction along the arc of a curve to the left having a radius of 200.00 feet, a distance of 57.95 feet to a point; thence measure North 71 degrees 21 minutes 23 seconds East, a distance of 80.00 feet to a point: thence measure North 18 degrees 38 minutes 37 seconds West, a distance of 181.25 feet to a point; thence measure in a Northeasterly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 14.74 feet to a point; thence measure in a Northeasterly direction along the arc of a curve to the left having a radius of 113.00 feet, a distance of 114.72 feet to a point; thence measure in a Northeasterly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 16.44 feet to a point; thence measure North 60 degrees 37 minutes 01 seconds East, a distance of 290.54 feet to a point;

thence measure in a Northeasterly direction along the arc of a curve to the left having a radius of 500.00 feet, a distance of 355.90 feet to the POINT OF BEGINNING;

From the Point of Beginning measure in a Northerly direction along the arc of a curve to the left having along a radius of 500.00 feet, a distance of 256.09 feet to a point; thence measure in a Northeasterly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 19.52 feet to a point; thence measure North 76 degrees 31 minutes 52 seconds East, a distance of 14.65 feet to a point; thence measure South 00 degrees 16 minutes 58 seconds East, a distance of 147.60 feet to a point; thence measure South 12 degrees 29 minutes 52 seconds West, a distance of 147.11 feet to a point; thence measure North 63 degrees 06 minutes 42 seconds West, a distance of 10.50 feet to a point; thence measure in a Northwesterly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 18.82 feet back to the POINT OF BEGINNING, containing 0.12 acres.

Green Space No. A8:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, located within the boundary of Bedico Creek, Phase 1-A, and situated in Section 5, Township 7 South, Range 10 East, Parish of St. Tammany, State of Louisiana, and more fully described as follows, to-wit:

Commence at the Section Corner common to Sections 5, 6, 7, and 8, Township 7 South, Range 10 East; thence measure South 00 degrees 03 minutes 00 seconds West, a distance of 6.89 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 230.00 feet, a distance of 163.19 feet to a point; thence measure North 44 degrees 09 minutes 17 seconds West, a distance of 143.48 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 180.00 feet, a distance of 80.14 feet to a point; thence measure North 18 degrees 38 minutes 37 seconds West, a distance of 421.58 feet to a point; thence measure in a Northwesterly direction along the arc of a curve to the left having a radius of 200.00 feet, a distance of 57.95 feet to a point; thence measure North 35 degrees 14 minutes 41 seconds West, a distance of 98.82 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 79.90 feet, a distance of 46.30 feet to a point; thence measure North 02 degrees 02 minutes 34 seconds West, a distance of 98.82 feet to a point; thence measure in a Northwesterly direction along the arc of a curve to the left having a radius of 200.00 feet, a distance of 57.95 feet to a point; thence measure North 71 degrees 21 minutes 23 seconds East, a distance of 80.00 feet to a point; thence measure North 18 degrees 38 minutes 37 seconds West, a distance of 181.25 feet to a point; thence measure in a Northeasterly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 14.74 feet to a point; thence measure in a Northeasterly direction along the arc of a curve to the left having a radius of 113.00 feet, a distance of 114.72 feet to a point; thence measure in a North-easterly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 16.44 feet to a point; thence measure North 60 degrees 37 minutes 01 seconds East, a distance of 290.54 feet to a point; thence measure in a Northeasterly direction along the arc of a curve to the left having a radius of 500.00 feet, a distance of 646.52 feet to a point; thence measure North 13 degrees 28 minutes 08 seconds West, a distance of 183.29 feet to a point; thence measure South 74 degrees 58 minutes 45 seconds West, a distance of 50.02 feet the POINT OF BEGINNING;

From the Point of Beginning continue North 13 degrees 28 minutes 08 seconds West, a distance of 142.69 feet to a point; thence measure North 74 degrees 58 minutes 45 seconds East, a distance of 20.01 feet to a point; thence measure South 13 degrees 28 minutes 08 seconds East, a distance of 156.24 feet to a point; thence measure South 76 degrees 31 minutes 52 seconds West, a distance of 7.00 feet to a point; thence measure in a Northwesterly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 20.42 feet back to the POINT OF BEGINNING, containing 0.07 acres.

Green Space No. B1:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, located within the boundary of Bedico Creek, Phase 1-B, and situated in Section 6, Township 7 South, Range 10 East, Parish of St. Tammany, State of Louisiana, and more fully described as follows, to-wit:

Commence at the Section Corner common to Sections 5, 6, 7, and 8, Township 7 South, Range 10 East; thence measure South 00 degrees 03 minutes 00 seconds West, a distance of 6.89 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 230.00 feet, a distance of 163.19 feet to a point; thence measure North 44 degrees 09 minutes 17 seconds West, a distance of 143.48 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 180.00 feet, a distance of 80.14 feet to a point; thence measure North 18 degrees 38 minutes 37 seconds West, a distance of 421.58 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the left having a radius of 200.00 feet, a distance of 57.95 feet to a point; thence measure North 35 degrees 14 minutes 41 seconds West, a distance of 98.82 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 79.90 feet, a distance of 46.30 feet to a point; thence measure North 02 degrees 02 minutes 34 seconds West, a distance of 98.82 feet to a point; thence measure North 71 degrees 18 minutes 21 seconds West, a distance of 39.82 feet to a point; thence measure South 72 degrees 02 minutes 59 seconds West, a distance of 139.81 feet to a point; thence measure South 79 degrees 30 minutes 09 seconds West, a distance of 305.66 feet to a point; thence measure North 64 degrees 46 minutes 28 seconds West, a distance of 293.12 feet to a point; thence measure North 46 degrees 54 minutes 20 seconds West, a distance of 491.50 feet to a point; thence measure in a southwesterly direction along the arc of a curve to the left having a radius of 525.00 feet, a distance of 174.34 feet to a point; thence measure North 37 degrees 13 minutes 13 seconds West, a distance of 281.27 feet to a point; thence measure North 19 degrees 02 minutes 52 seconds West, a distance of 115.08 feet to a point; thence measure North 17 degrees 57 minutes 33 seconds East, a distance of 125.91 feet to a point; thence measure North 26 degrees 49 minutes 27 seconds East, a distance of 295.23 feet to a point; thence measure South 85 degrees 15 minutes 43 seconds East, a distance of 321.58 feet to a point; thence measure South 37 degrees 33 minutes 48 seconds East, a distance of 204.98 feet to a point; thence measure South 02 degrees 37 minutes 12 seconds East, a distance of 165.69 feet to a point; thence measure South 57 degrees 21 minutes 23 seconds East, a distance of 130.86 feet to a point; thence measure North 33 degrees 52 minutes 06 seconds East, a distance of 68.09 feet to a point; thence measure North 31 degrees 18 minutes 51 seconds West, a distance of 386.63 feet to a point; thence measure North 24 degrees 09 minutes 31 seconds East, a distance of 182.11 feet to a point; thence measure North 65 degrees 01 minutes 49 seconds East, a distance of 230.98 feet to a point; thence measure South 31 degrees 32 minutes 31 seconds East, a distance of 358.98 feet to the POINT OF BEGINNING;

From the Point of Beginning measure North 74 degrees 21 minutes 32 seconds East, a distance of 41.59 feet to a point; thence measure South 31 degrees 32 minutes 31 seconds East, a distance of 230.18 feet to a point; thence measure South 58 degrees 27 minutes 29 seconds West, a distance of 40.00 feet to a point; thence measure North 31 degrees 32 minutes 31 seconds West, a distance of 241.58 feet back to the POINT OF BEGINNING, containing 0.22 acres.

Green Space No. B2:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, located within the boundary of Bedico Creek, Phase 1-B, and situated in Section 6, Township 7 South, Range 10 East, Parish of St. Tammany, State of Louisiana, and more fully described as follows, to-wit:

Commence at the Section Corner common to Sections 5, 6, 7, and 8, Township 7 South, Range 10 East; thence measure South 00 degrees 03 minutes 00 seconds West, a distance of 6.89 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 230.00 feet, a distance of 163.19 feet to a point; thence measure North 44 degrees 09 minutes 17 seconds West, a distance of 143.48 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 180.00 feet, a distance of 80.14 feet to a point; thence measure North 18 degrees 38 minutes 37 seconds West, a distance of 421.58 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the left having a radius of 200.00 feet, a distance of 57.95 feet to a point; thence measure North 35 degrees 14 minutes 41 seconds West, a distance of 98.82 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 79.90 feet, a distance of 46.30 feet to a point; thence measure North 02 degrees 02 minutes 34 seconds West, a distance of 98.82 feet to a point; thence measure North 71 degrees 18 minutes 21 seconds West, a distance of 39.82 feet to a point; thence measure South 72 degrees 02 minutes 59 seconds West, a distance of 139.81 feet to a point; thence measure South 79 degrees 30 minutes 09 seconds West, a distance of 305.66 feet to a point; thence measure North 64 degrees 46 minutes 28 seconds West, a distance of 293.12 feet to a point; thence measure North 46 degrees 54 minutes 20 seconds West, a distance of 491.50 feet to a point; thence measure in a southwesterly direction along the arc of a curve to the left having a radius of 525.00 feet, a distance of 174.34 feet to a point; thence measure North 37 degrees 13 minutes 13 seconds West, a distance of 281.27 feet to a point; thence measure North 19 degrees 02 minutes 52 seconds West, a distance of 115.08 feet to a point; thence measure North 17 degrees 57 minutes 33 seconds East, a distance of 125.91 feet to a point; thence measure North 26 degrees 49 minutes 27 seconds East, a distance of 295.23 feet to a point; thence measure South 85 degrees 15 minutes 43 seconds East, a distance of 321.58 feet to a point; thence measure South 37 degrees 33 minutes 48 seconds East, a distance of 204.98 feet to a point; thence measure South 02 degrees 37 minutes 12 seconds East, a distance of 165.69 feet to a point; thence measure South 57 degrees 21 minutes 23 seconds East, a distance of 130.86 feet to a point; thence measure North 33 degrees 52 minutes 06 seconds East, a distance of 68.09 feet to a point; thence measure North 31 degrees 18 minutes 51 seconds West, a distance of 386.63 feet to a point; thence measure North 24 degrees 09 minutes 31 seconds East, a distance of 182.11 feet to a point; thence measure North 65 degrees 01 minutes 49 seconds East, a distance of 230.98 feet to a point; thence measure South 31 degrees 32 minutes 31 seconds East, a distance of 650.56 feet to the POINT OF BEGINNING;

From the Point of Beginning measure North 58 degrees 27 minutes 29 seconds East, a distance of 35.00 feet to a point; thence measure South 31 degrees 32 minutes 31 seconds East, a distance of 250.00 feet to a point; thence measure North 58 degrees 27 minutes 29 seconds East, a distance of 92.36 feet to a point; thence measure in a Southeasterly direction along the arc of a curve to the left having a radius of 130.00 feet, a distance of 155.34 feet to a point; thence measure North 60 degrees 37 minutes 01 seconds East, a distance of 20.19 feet to a point; thence measure South 29 degrees 22 minutes 59 seconds East, a distance of 104.78 feet to a point; thence measure South 60 degrees 37 minutes 01 seconds West, a distance of 154.64 feet to a point; thence measure in a Westerly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 16.44 feet to a point; thence measure in a Westerly direction along the arc of a curve to the left having a radius of 113.00 feet, a distance of 122.57 feet to a point; thence measure in a Westerly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 17.59 feet to a point; thence measure North 31 degrees 32 minutes 31 seconds West, a distance of 333.84 feet back to the POINT OF BEGINNING, containing 0.98 acres.

Green Space No. B3:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, located within the boundary of Bedico Creek, Phase 1-B, and situated in Sections 5 and 6, Township 7 South, Range 10 East, Parish of St. Tammany, State of Louisiana, and more fully described as follows, to-wit:

Commence at the Section Corner common to Sections 5, 6, 7, and 8, Township 7 South, Range 10 East; thence measure South 00 degrees 03 minutes 00 seconds West, a distance of 6.89 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 230.00 feet, a distance of 163.19 feet to a point; thence measure North 44 degrees 09 minutes 17 seconds West, a distance of 143.48 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 180.00 feet, a distance of 80.14 feet to a point; thence measure North 18 degrees 38 minutes 37 seconds West, a distance of 421.58 feet to a point; thence measure in a Northwesterly direction along the arc of a curve to the left having a radius of 200.00 feet, a distance of 57.95 feet to a point; thence measure North 35 degrees 14 minutes 41 seconds West, a distance of 98.82 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 79.90 feet, a distance of 46.30 feet to a point; thence measure North 02 degrees 02 minutes 34 seconds West, a distance of 98.82 feet to a point; thence measure in a Northwesterly direction along the arc of a curve to the left having a radius of 200.00 feet, a distance of 57.95 feet to a point; thence measure North 71 degrees 21 minutes 23 seconds East, a distance of 80.00 feet to a point; thence measure North 18 degrees 38 minutes 37 seconds West, a distance of 181.25 feet to a point; thence measure in a Northeasterly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 14.74 feet to a point; thence measure in a Northeasterly direction along the arc of a curve to the left having a radius of 113.00 feet, a distance of 114.72 feet to a point; thence measure in a North-easterly direction along the arc of a curve to the right having a radius of 13.00 feet, a distance of 16.44 feet to a point; thence measure North 60 degrees 37 minutes 01 seconds East, a distance of 290.54 feet to a point; thence measure in a Northeasterly direction along the arc of a curve to the left having a radius of 500.00 feet, a distance of 646.52 feet to a point; thence measure North 13 degrees 28 minutes 08 seconds West, a distance of 40.60 feet to a point; thence measure North 13 degrees 28 minutes 08 seconds West, a distance of 142.69 feet to a point; thence measure South 74 degrees 58 minutes 45 seconds West, a distance of 20.01 feet to the POINT OF BEGINNING;

From the Point of Beginning measure South 13 degrees 28 minutes 08 seconds East, a distance of 181.93 feet to a point; thence measure in a Southeasterly and Southwesterly direction along the arc of a curve to the right having a radius of 450.00 feet, a distance of 581.87 feet to a point; thence measure South 60 degrees 37 minutes 01 seconds West, a distance of 85.90 feet to a point; thence measure North 29 degrees 22 minutes 59 seconds West, a distance of 15.00 feet to a point; thence measure North 60 degrees 37 minutes 01 seconds East, a distance of 85.90 feet to a point; thence measure in a Northeasterly direction along the arc of a curve to the left having a radius of 435.00 feet, a distance of 562.47 feet to a point; thence measure North 13 degrees 28 minutes 08 seconds West, a distance of 28.07 feet to a point; thence measure South 70 degrees 17 minutes 22 seconds West, a distance of 5.03 feet to a point; thence measure North 13 degrees 28 minutes 08 seconds West, a distance of 96.35 feet to a point; thence measure North 13 degrees 28 minutes 08 seconds West, a distance of 57.30 feet to a point; thence measure North 74 degrees 21 minutes 32 seconds East, a distance of 20.01 feet back to the POINT OF BEGINNING, containing 0.31 acres.

Green Space No. B4:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, located within the boundary of Bedico Creek, Phase 1-B, and situated in Section 6, Township 7 South, Range 10 East, Parish of St. Tammany, State of Louisiana, and more fully described as follows, to-wit:

Commence at the Section Corner common to Sections 5, 6, 7, and 8, Township 7 South, Range 10 East; thence measure South 00 degrees 03 minutes 00 seconds West, a distance of 6.89 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 230.00 feet, a distance of 163.19 feet to a point; thence measure North 44 degrees 09 minutes 17 seconds West, a

distance of 143.48 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 180.00 feet, a distance of 80.14 feet to a point; thence measure North 18 degrees 38 minutes 37 seconds West, a distance of 421.58 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the left having a radius of 200.00 feet, a distance of 57.95 feet to a point; thence measure North 35 degrees 14 minutes 41 seconds West, a distance of 98.82 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 79.90 feet, a distance of 46.30 feet to a point; thence measure North 02 degrees 02 minutes 34 seconds West, a distance of 98.82 feet to a point; thence measure North 71 degrees 18 minutes 21 seconds West, a distance of 39.82 feet to a point; thence measure South 72 degrees 02 minutes 59 seconds West, a distance of 139.81 feet to a point; thence measure South 79 degrees 30 minutes 09 seconds West, a distance of 305.66 feet to a point; thence measure North 64 degrees 46 minutes 28 seconds West, a distance of 293.12 feet to a point; thence measure North 46 degrees 54 minutes 20 seconds West, a distance of 491.50 feet to a point; thence measure in a southwesterly direction along the arc of a curve to the left having a radius of 525.00 feet, a distance of 174.34 feet to a point; thence measure North 37 degrees 13 minutes 13 seconds West, a distance of 281.27 feet to a point; thence measure North 19 degrees 02 minutes 52 seconds West, a distance of 115.08 feet to a point; thence measure North 17 degrees 57 minutes 33 seconds East, a distance of 125.91 feet to a point; thence measure North 26 degrees 49 minutes 27 seconds East, a distance of 295.23 feet to a point; thence measure South 85 degrees 15 minutes 43 seconds East, a distance of 321.58 feet to a point; thence measure South 37 degrees 33 minutes 48 seconds East, a distance of 204.98 feet to a point; thence measure South 02 degrees 37 minutes 12 seconds East, a distance of 165.69 feet to a point; thence measure South 57 degrees 21 minutes 23 seconds East, a distance of 130.86 feet to a point; thence measure North 33 degrees 52 minutes 06 seconds East, a distance of 68.09 feet to a point; thence measure North 31 degrees 18 minutes 51 seconds West, a distance of 386.63 feet to a point; thence measure North 24 degrees 09 minutes 31 seconds East, a distance of 182.11 feet to a point; thence measure North 65 degrees 01 minutes 49 seconds East, a distance of 230.98 feet to a point; thence measure South 31 degrees 32 minutes 31 seconds East, a distance of 650.56 feet to a point; thence measure North 58 degrees 27 minutes 29 seconds East, a distance of 120.00 feet to a point; thence measure South 31 degrees 32 minutes 31 seconds East, a distance of 206.87 feet to a point; thence measure North 58 degrees 27 minutes 29 seconds East, a distance of 50.00 feet to a point; thence measure in a Southeasterly direction along the arc of a curve to the left having a radius of 80.00 feet, a distance of 6.79 feet to the POINT OF BEGINNING;

From the Point of Beginning measure North 58 degrees 27 minutes 29 seconds East, a distance of 79.71 feet to a point; thence measure North 31 degrees 32 minutes 31 seconds West, a distance of 103.00 feet to a point; thence measure South 58 degrees 27 minutes 29 seconds West, a distance of 80.00 feet to a point; thence measure North 31 degrees 32 minutes 31 seconds West, a distance of 30.00 feet to a point; thence measure North 58 degrees 27 minutes 29 seconds East, a distance of 80.00 feet to a point; thence measure North 31 degrees 32 minutes 31 seconds West, a distance of 100.00 feet to a point; thence measure South 58 degrees 27 minutes 29 seconds West, a distance of 80.00 feet to a point; thence measure North 31 degrees 32 minutes 31 seconds West, a distance of 48.89 feet to a point; thence measure in a Northwesterly and Northeasterly direction along the arc of a curve to the right having a radius of 30.00 feet, a distance of 55.45 feet to a point; thence measure North 74 degrees 21 minutes 32 seconds East, a distance of 137.94 feet to a point; thence measure South 15 degrees 38 minutes 28 seconds East, a distance of 80.00 feet to a point; thence measure North 74 degrees 21 minutes 32 seconds East, a distance of 250.00 feet to a point; thence measure North 15 degrees 38 minutes 28 seconds West, a distance of 80.00 feet to a point; thence measure North 74 degrees 21 minutes 32 seconds East, a distance of 127.13 feet to a point; thence measure in a Southeasterly direction along the arc of a curve to the right having a radius of 12.00 feet, a distance of 19.30 feet to a point; thence measure South 13 degrees 28 minutes 08 seconds East, a distance of 13.11 feet to a point; thence measure in a Southeasterly direction along the arc of a curve to the right having a radius of 320.00 feet, a distance of 29.79 feet to a point; thence measure South 74 degrees 21 minutes 32 seconds West, a distance of 80.93 feet to a point; thence measure in a

Southwesterly direction along the arc of a curve to the right having a radius of 240.00 feet, a distance of 91.01 feet to a point; thence measure South 75 degrees 17 minutes 17 seconds East, a distance of 80.02 feet to a point; thence measure in a Southwesterly direction along the arc of a curve to the right having a radius of 320.00 feet, a distance of 30.08 feet to a point; thence measure North 75 degrees 17 minutes 17 seconds West, a distance of 80.68 feet to a point; thence measure in a Southwesterly direction along the arc of a curve to the right having a radius of 240.00 feet, a distance of 156.27 feet to a point; thence measure South 60 degrees 37 minutes 01 seconds West, a distance of 79.29 feet to a point; thence measure South 29 degrees 22 minutes 59 seconds East, a distance of 80.00 feet to a point; thence measure South 60 degrees 37 minutes 01 seconds West, a distance of 65.19 feet to a point; thence measure in a Southwesterly and a Northwesterly direction along the arc of a curve to the right having a radius of 80.00 feet, a distance of 115.86 feet back to the POINT OF BEGINNING, containing 2.00 acres.

Green Space 1:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, located within the boundary of Bedico Creek, situated in Section 6, Township 7 South, Range 10 East, Parish of St. Tammany, State of Louisiana, and more fully described as follows, to-wit:

A Certain Piece or Parcel of Ground situated in Section 6, Township 7 South, Range 10 East, Parish of St. Tammany, State of Louisiana, and more fully described as follows:

Commence at the Section Corner common to Sections 5, 6, 7, and 8, Township 7 South, Range 10 East; thence measure South 00 degrees 03 minutes 00 seconds West, a distance of 6.89 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 230.00 feet, a distance of 163.19 feet to a point; thence measure North 44 degrees 09 minutes 17 seconds West, a distance of 143.48 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 180.00 feet, a distance of 80.14 feet to a point; thence measure North 18 degrees 38 minutes 37 seconds West, a distance of 421.58 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the left having a radius of 200.00 feet, a distance of 57.95 feet to a point; thence measure North 35 degrees 14 minutes 41 seconds West, a distance of 98.82 feet to a point; thence measure in a northwesterly direction along the arc of a curve to the right having a radius of 79.90 feet, a distance of 46.30 feet to a point; thence measure North 02 degrees 02 minutes 34 seconds West, a distance of 98.82 feet to a point; thence measure North 71 degrees 18 minutes 21 seconds West, a distance of 39.82 feet to a point; thence measure South 72 degrees 02 minutes 59 seconds West, a distance of 139.81 feet to a point; thence measure South 79 degrees 30 minutes 09 seconds West, a distance of 305.66 feet to a point; thence measure North 64 degrees 46 minutes 28 seconds West, a distance of 293.12 feet to a point; thence measure North 46 degrees 54 minutes 20 seconds West, a distance of 491.50 feet to a point; thence measure in a southwesterly direction along the arc of a curve to the left having a radius of 525.00 feet, a distance of 174.34 feet to a point; thence measure North 37 degrees 13 minutes 13 seconds West, a distance of 281.27 feet to the POINT OF BEGINNING;

From the *Point of Beginning* measure South 37 degrees 13 minutes 13 seconds East, a distance of 6.69 feet to a point; South 08 degrees 16 minutes 46 seconds West, a distance of 42.06 feet to a point; thence measure North 57 degrees 21 minutes 01 seconds West, a distance of 57.21 feet to a point; thence measure South 37 degrees 57 minutes 57 seconds West, a distance of 901.53 feet to a point; thence measure South 75 degrees 40 minutes 26 seconds West, a distance of 109.52 feet to a point; thence measure North 44 degrees 41 minutes 56 seconds West, a distance of 363.68 feet to a point; thence measure North 28 degrees 34 minutes 29 seconds West, a distance of 121.05 feet to a point; thence measure North 09 degrees 02 minutes 16 seconds West, a distance of 437.13 feet to a point; thence measure North 14 degrees 40 minutes 23 seconds East, a distance of 447.13 feet to a point; thence

measure North 28 degrees 06 minutes 49 seconds East, a distance of 190.20 feet to a point; thence measure in a Northwesterly direction along the arc of a curve to the right, having a radius of 380.00 feet, a distance of 357.42 feet to a point; thence measure North 42 degrees 23 minutes 24 seconds East, a distance of 97.13 feet to a point; thence measure in a Southeasterly direction along the arc of a curve to the left, having a radius of 300.00 feet, a distance of 560.19 feet to a point; thence measure North 64 degrees 46 minutes 07 seconds East, a distance of 568.60 feet to a point; thence measure North 25 degrees 13 minutes 53 seconds West, a distance of 140.00 feet to a point; thence measure North 18 degrees 30 minutes 21 seconds West, a distance of 12.73 feet to a point; thence measure North 44 degrees 59 minutes 15 seconds West, a distance of 39.70 feet to a point; thence measure North 64 degrees 46 minutes 07 seconds East, a distance of 70.52 feet to a point; thence measure South 57 degrees 49 minutes 03 seconds East, a distance of 612.83 feet to a point; thence measure in a Southeasterly direction along the arc of a curve to the right, having a radius of 690.00 feet, a distance of 213.27 feet to a point; thence measure North 69 degrees 34 minutes 23 seconds East, a distance of 209.44 feet to a point; thence measure in a Southeasterly direction along the arc of a curve to the right, having a radius of 890.00 feet, a distance of 62.46 feet to a point; thence measure South 31 degrees 32 minutes 31 seconds East, a distance of 35.38 feet to a point; thence measure South 65 degrees 01 minutes 49 seconds West, a distance of 180.65 feet to a point; thence measure South 24 degrees 09 minutes 31 seconds West, a distance of 182.11 feet to a point; thence measure South 31 degrees 18 minutes 51 seconds East, a distance of 386.63 feet to a point; thence measure South 33 degrees 52 minutes 06 seconds West, a distance of 68.09 feet to a point; thence measure North 57 degrees 21 minutes 23 seconds West, a distance of 130.86 feet to a point; thence measure North 02 degrees 37 minutes 12 seconds West, a distance of 165.69 feet to a point; thence measure North 37 degrees 33 minutes 48 seconds West, a distance of 204.98 feet to a point; thence measure North 85 degrees 15 minutes 43 seconds West, a distance of 321.58 feet to a point; thence measure South 26 degrees 49 minutes 27 seconds West, a distance of 295.23 feet to a point; thence measure South 17 degrees 57 minutes 33 seconds West, a distance of 125.91 feet to a point; thence measure South 19 degrees 02 minutes 52 seconds East, a distance of 115.08 feet back to the POINT OF BEGINNING, containing 37.964 acres.

Green Space 2:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, located within the boundary of Bedico Creek, situated in Sections 5 and 6, Township 7 South, Range 10 East, Parish of St. Tammany, State of Louisiana, and more fully described as follows, to-wit:

Commence at the Section Corner common to Sections 5, 6, 7, and 8, Township 7 South, Range 10 East; thence measure North 01 degrees 59 minutes 13 seconds West, a distance of 673.46 feet to the POINT OF BEGINNING;

From the Point of Beginning measure South 01 degrees 59 minutes 13 seconds East, a distance of 88.40 feet to a point; thence measure South 66 degrees 18 minutes 03 seconds West, a distance of 284.99 feet to a point; thence measure North 18 degrees 38 minutes 37 seconds West, a distance of 198.00 feet to a point; thence measure in a Northwesterly direction along the arc of a curve to the right, having a radius of 200.00 feet, a distance of 57.95 feet to a point; thence measure North 71 degrees 01 minutes 31 seconds East, a distance of 57.93 feet to a point; thence measure North 55 degrees 54 minutes 44 seconds East, a distance of 173.05 feet to a point; thence measure North 37 degrees 23 minutes 01 seconds East, a distance of 289.07 feet to a point; thence measure North 40 degrees 21 minutes 55 seconds East, a distance of 726.87 feet to a point; thence measure North 34 degrees 00 minutes 40 seconds West, a distance of 146.44 feet to a point; thence measure North 70 degrees 58 minutes 34 seconds West, a distance of 110.95 feet to a point; thence measure North 03 degrees 35 minutes 15 seconds East, a distance of 136.80 feet to a point; thence measure in a Northeasterly direction along the arc of a curve to

the left, having a radius of 340.00 feet, a distance of 125.20 feet to a point; thence measure South 34 degrees 47 minutes 20 seconds East, a distance of 245.62 feet to a point; thence measure North 85 degrees 40 minutes 45 seconds East, a distance of 254.46 feet to a point; thence measure North 28 degrees 53 minutes 47 seconds East, a distance of 220.05 feet to a point; thence measure North 39 degrees 51 minutes 34 seconds West, a distance of 306.21 feet to a point; thence measure North 65 degrees 44 minutes 57 seconds West, a distance of 70.32 feet to a point; thence measure North 84 degrees 53 minutes 46 seconds West, a distance of 395.61 feet to a point; thence measure South 76 degrees 31 minutes 52 seconds West, a distance of 161.20 feet to a point; thence measure North 05 degrees 39 minutes 46 seconds West, a distance of 132.53 feet to a point; thence measure North 72 degrees 44 minutes 18 seconds East, a distance of 62.75 feet to a point; thence measure North 45 degrees 39 minutes 16 seconds East, a distance of 188.57 feet to a point; thence measure South 89 degrees 57 minutes 56 seconds E, a distance of 573.00 feet to a point; thence measure South 38 degrees 21 minutes 56 seconds East, a distance of 690.50 feet to a point; thence measure South 00 degrees 27 minutes 01 seconds West, a distance of 606.70 feet to a point; thence measure North 89 degrees 58 minutes 24 seconds West, a distance of 627.56 feet to a point; thence measure South 34 degrees 09 minutes 00 seconds West, a distance of 316.63 feet to a point; thence measure South 39 degrees 15 minutes 00 seconds West, a distance of 327.80 feet to a point; thence measure South 64 degrees 55 minutes 00 seconds West, a distance of 344.60 feet back to the POINT OF BEGINNING, containing 26.238 acres.

CONSERVATION SERVITUDE LEGAL DESCRIPTION – 377 ACRES

(See Sketch by Fontcuberta Surveys, Inc., attached to Exhibit B, Forest Management Guidelines, as Appendix A – MAP, recorded as Instrument No. 1831328 of the records of St. Tammany Parish, Louisiana)

Conservation Area No. 1 (Northeast Area)

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, located within the boundary of Bedico Creek, situated in Sections 5 and 6, Township 7 South, Range 10 East and Section 31, Township 6 South, Range 10 East, Parish of St. Tammany, State of Louisiana, and more fully described as follows, to-wit:

Commence at the Section Corner common to Sections 5, 6, 7, and 8, Township 7 South, Range 10 East; thence measure N 01° 59' 13" W, a distance of 673.46 feet to a point; thence measure N 64° 55' 00" E, a distance of 344.60 feet to a point; thence measure N 39° 15' 00" E, a distance of 327.80 feet to a point; thence measure N 34° 09' 00" E, a distance of 316.63 feet to a point; thence measure S 89° 58' 24" E, a distance of 627.56 feet to a point; thence measure N 00° 27' 02" E, a distance of 606.70 feet to the POINT OF BEGINNING;

From the Point of Beginning measure N 38° 21' 56" W, a distance of 690.50 feet to a point; thence measure N 89° 57' 56" W, a distance of 573.00 feet to a point; thence measure S 45° 39' 16" W, a distance of 188.57 feet to a point; thence measure S 72° 44' 18" W, a distance of 62.75 feet to a point; thence measure N 26° 27' 23" W, a distance of 117.52 feet to a point; thence measure N 28° 30' 19" W, a distance of 117.66 feet to a point; thence measure N 34° 09' 19" W, a distance of 117.44 feet to a point; thence measure N 45° 41' 14" W, a distance of 117.87 feet to a point; thence measure N 46° 13' 26" W, a distance of 116.13 feet to a point; thence measure N 46° 35' 55" W, a distance of 116.20 feet to a point; thence measure N 52° 39' 46" W, a distance of 117.08 feet to a point; thence measure N 58° 05' 11" W, a distance of 236.84 feet to a point; thence measure N 60° 32' 12" W, a distance of 243.25 feet to a point; thence measure N 61° 32' 13" W, a distance of 42.92 feet to a point; thence measure N 63° 06' 42" W, a

distance of 574.10 feet to a point; thence measure N 71° 41' 11" W, a distance of 275.78 feet to a point; thence measure N 13° 44' 42" E, a distance of 577.90 feet to a point; thence measure N 28° 38' 06" W, a distance of 787.82 feet to a point; thence measure N 39° 25' 08" E, a distance of 304.21 feet to a point; thence measure N 38° 27' 53" E, a distance of 174.25 feet to a point; thence measure N 25° 31' 06" E, a distance of 116.56 feet to a point; thence measure N 15° 08' 10" E, a distance of 100.43 feet to a point; thence measure N 05° 54' 39" E, a distance of 76.39 feet to a point; thence measure N 04° 31' 53" W, a distance of 232.34 feet to a point; thence measure N 07° 51' 35" W, a distance of 76.70 feet to a point; thence measure N 11° 19' 09" W, a distance of 53.44 feet to a point; thence measure N 16° 12' 07" W, a distance of 84.58 feet to a point; thence measure N 25° 32' 44" W, a distance of 121.62 feet to a point; thence measure N 41° 39' 25" W, a distance of 113.20 feet to a point; thence measure in a Northwesterly direction along the arc of a non-tangential curve to the left having a radius of 11241.16 feet, a distance of 2367.83 feet to a point; thence measure in a Southwesterly direction along the arc of a curve to the left having a radius of 962.72 feet, a distance of 705.94 feet to a point; thence measure S 60° 05' 57" W, a distance of 495.14 feet to a point; thence measure S 49° 04' 30" W, a distance of 132.38 feet to a point; thence measure S 39° 26' 26" W, a distance of 104.61 feet to a point; thence measure S 32° 43' 11" W, a distance of 108.52 feet to a point; thence measure S 22° 12' 35" W, a distance of 111.95 feet to a point; thence measure West, a distance of 36.00 feet to a point; thence measure N 00° 14' 46" E, a distance of 1030.10 feet to a point located on the Southerly Right of Way Line of Interstate No. 12; thence measure in a Southeasterly direction along the Southerly Right of Way Line of Interstate No. 12, along the arc of a curve to the right having a radius of 11341.16 feet, a distance of 4525.82 feet to a point; thence measure S 62° 05' 58" E along the Southerly Right of Way Line of Interstate No. 12, a distance of 2658.05 feet to a point; thence leaving the Southerly Right of Way Line of Interstate No. 12, measure S 00° 27' 02" W, a distance of 2704.47 feet back to the POINT OF BEGINNING, Containing 195.09 acres.

Conservation Area No. 2 (Southwest Area)

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, located within the boundary of Bedico Creek, situated in Sections 6 and 7, Township 7 South, Range 10 East, Parish of St. Tammany, State of Louisiana, and more fully described as follows, to-wit:

Commence at the Section Corner common to Sections 5, 6, 7, and 8, Township 7 South, Range 10 East; thence measure N 89° 30' 31" W, a distance of 39.97 feet to a point on the Southwesterly Right of Way line of Bedico Boulevard, said point being the POINT OF BEGINNING;

From the Point of Beginning measure N 89° 30' 34" W, a distance of 55.56 feet to a point; thence measure N 89° 30' 31" W, a distance of 2279.22 feet to a point; thence measure S 39° 09' 52" W, a distance of 5.08 feet to a point; thence measure S 20° 36' 56" W, a distance of 105.01 feet to a point; thence measure S 01° 30' 31" W, a distance of 120.28 feet to a point; thence measure S 09° 45' 03" W, a distance of 32.43 feet to a point; thence measure S 31° 03' 58" W, a distance of 32.52 feet to a point; thence measure S 56° 05' 22" W, a distance of 35.11 feet to a point; thence measure S 59° 32' 19" W, a distance of 394.52 feet to a point; thence measure S 62° 11' 13" W, a distance of 88.83 feet to a point; thence measure S 79° 54' 17" W, a distance of 30.76 feet to a point; thence measure N 84° 35' 36" W, a distance of 31.81 feet to a point; thence measure N 77° 19' 21" W, a distance of 266.03 feet to a point; thence measure N 79° 03' 14" W, a distance of 388.91 feet to a point; thence measure S 81° 10' 44" W, a distance of 20.32 feet to a point; thence measure S 69° 31' 22" W, a distance of 84.41 feet to a point; thence measure S 39° 46' 55" W, a distance of 46.65 feet to a point; thence measure S 23° 58' 49" W, a distance of 26.24 feet to a point; thence measure S 46° 00' 10" W, a distance of 68.29 feet to a point; thence measure S 45° 14' 39" W, a distance of 80.28 feet to a point; thence measure S 60° 48' 55" W, a distance of 48.45 feet to a point; thence measure S 82° 05' 28" W, a distance of 64.07 feet to a point;

thence measure N 73° 24' 09" W, a distance of 26.24 feet to a point; thence measure N 32° 22' 40" W, a distance of 28.26 feet to a point; thence measure N 39° 24' 36" W, a distance of 27.90 feet to a point; thence measure N 21° 32' 33" W, a distance of 37.59 feet to a point; thence measure S 00° 17' 13" W, a distance of 22.51 feet to a point; thence measure N 45° 10' 45" W, a distance of 118.75 feet to a point; thence measure N 64° 25' 36" W, a distance of 217.44 feet to a point; thence measure N 58° 53' 49" W, a distance of 398.17 feet to a point; thence measure N 64° 02' 16" W, a distance of 68.47 feet to a point; thence measure S 84° 06' 22" W, a distance of 41.24 feet to a point; thence measure S 78° 06' 15" W, a distance of 262.60 feet to a point; thence measure S 85° 14' 34" W, a distance of 340.36 feet to a point; thence measure N 00° 25' 00" E, a distance of 246.75 feet to a point; thence measure N 00° 17' 32" W, a distance of 2685.96 feet to a point; thence measure N 00° 07' 56" E, a distance of 909.50 feet to a point; thence measure S 89° 52' 04" E, a distance of 246.91 feet to a point; thence measure S 74° 46' 21" E, a distance of 100.49 feet to a point; thence measure N 42° 54' 27" E, a distance of 125.76 feet to a point; thence measure S 47° 12' 41" E, a distance of 3.54 feet to a point; thence measure in a Southeasterly direction along the arc of a non-tangential curve to the right having a radius of 13.00 feet, a distance of 15.53 feet to a point; thence measure in a generally Southerly and Easterly direction along the arc of a non-tangential curve to the left having a radius of 113.00 feet, a distance of 304.40 feet to a point; thence measure in a Northeasterly direction along the arc of a non-tangential curve to the right having a radius of 13.00 feet, a distance of 16.44 feet to a point; thence measure S 60° 47' 28" E, a distance of 6.32 feet to a point; thence measure in a Southeasterly direction along the arc of a non-tangential curve to the right having a radius of 550.00 feet, a distance of 64.91 feet to a point; thence measure S 41° 19' 03" W, a distance of 154.30 feet to a point; thence measure S 53° 15' 12" E, a distance of 196.71 feet to a point; thence measure S 66° 10' 47" E, a distance of 115.29 feet to a point; thence measure S 79° 06' 28" E, a distance of 109.87 feet to a point; thence measure N 89° 19' 19" E, a distance of 109.40 feet to a point; thence measure N 87° 04' 36" E, a distance of 295.44 feet to a point; thence measure S 84° 37' 34" E, a distance of 88.25 feet to a point; thence measure S 76° 53' 02" E, a distance of 88.17 feet to a point; thence measure S 68° 12' 56" E, a distance of 93.21 feet to a point; thence measure S 62° 21' 33" E, a distance of 300.20 feet to a point; thence measure S 63° 24' 03" E, a distance of 104.68 feet to a point; thence measure S 69° 09' 26" E, a distance of 124.00 feet to a point; thence measure N 19° 05' 01" E, a distance of 151.76 feet to a point; thence measure in a Southeasterly direction along the arc of a non-tangential curve to the left having a radius of 780.00 feet, a distance of 113.78 feet to a point; thence measure S 00° 51' 51" W, a distance of 193.43 feet to a point; thence measure S 08° 22' 24" E, a distance of 391.33 feet to a point; thence measure S 08° 22' 24" E, a distance of 49.60 feet to a point; thence measure S 42° 23' 30" W, a distance of 259.49 feet to a point; thence measure S 42° 37' 34" W, a distance of 266.49 feet to a point; thence measure S 01° 42' 53" W, a distance of 100.02 feet to a point; thence measure S 64° 19' 42" W, a distance of 77.59 feet to a point; thence measure S 09° 44' 40" W, a distance of 277.62 feet to a point; thence measure S 03° 13' 30" E, a distance of 324.50 feet to a point; thence measure S 80° 57' 44" W, a distance of 154.38 feet to a point; thence measure S 20° 09' 27" W, a distance of 226.99 feet to a point; thence measure S 17° 56' 38" E, a distance of 238.40 feet to a point; thence measure S 37° 35' 25" W, a distance of 184.84 feet to a point; thence measure S 06° 06' 32" E, a distance of 203.18 feet to a point; thence measure S 59° 24' 20" E, a distance of 219.10 feet to a point; thence measure N 82° 42' 22" E, a distance of 207.19 feet to a point; thence measure N 63° 14' 59" E, a distance of 131.63 feet to a point; thence measure N 63° 33' 51" E, a distance of 76.08 feet to a point; thence measure S 51° 43' 16" E, a distance of 155.38 feet to a point; thence measure S 51° 43' 03" E, a distance of 161.21 feet to a point; thence measure S 09° 30' 21" W, a distance of 183.64 feet to a point; thence measure S 83° 28' 54" E, a distance of 204.78 feet to a point; thence measure S 13° 38' 54" W, a distance of 189.37 feet to a point; thence measure N 78° 42' 22" W, a distance of 200.39 feet to a point; thence measure S 16° 30' 52" W, a distance of 70.74 feet to a point; thence measure S 15° 50' 28" E, a distance of 324.67 feet to a point; thence measure N 80° 33' 04" E, a distance of 126.84 feet to a point; thence measure N 59° 46' 47" E, a distance of 289.59 feet to a point; thence measure N 12° 16' 55" E, a distance of 122.53 feet to a point; thence measure N 78° 42' 22" W, a distance of 225.80 feet to a point; thence measure N 12° 59' 56" E, a distance of 193.47 feet to a point; thence measure S 77° 03' 53" E, a

distance of 219.59 feet to a point; thence measure N 07° 45' 15" E, a distance of 73.71 feet to a point; thence measure N 02° 14' 05" W, a distance of 180.78 feet to a point; thence measure N 23° 41' 11" W, a distance of 175.02 feet to a point; thence measure N 66° 45' 29" E, a distance of 45.42 feet to a point; thence measure N 62° 22' 25" E, a distance of 40.38 feet to a point; thence measure N 48° 28' 58" E, a distance of 68.14 feet to a point; thence measure S 36° 15' 01" E, a distance of 257.39 feet to a point; thence measure S 12° 05' 04" E, a distance of 197.53 feet to a point; thence measure East, a distance of 778.51 feet to a point; thence measure N 88° 42' 54" E, a distance of 144.59 feet to a point; thence measure S 24° 45' 59" E, a distance of 19.57 feet to a point; thence measure S 89° 59' 54" E, a distance of 621.89 feet to a point; thence measure S 10° 59' 32" E, a distance of 24.43 feet to a point; thence measure N 89° 43' 14" E, a distance of 470.42 feet to a point located on the Westerly Right of Way line of Bedico Boulevard; thence measure along the Westerly Right of Way line of Bedico Boulevard S 44° 09' 17" E, a distance of 45.32 feet to a point; thence measure in a Southeasterly direction along the Westerly Right of Way line of Bedico Boulevard along the arc of a curve to the left having a radius of 230.00 feet, a distance of 122.52 feet back to the POINT OF BEGINNING, containing 182.22 acres.

SUBDIVISION STREETS

The streets designated on the maps and plats of survey by Fontcuberta Surveys, Incorporated, (“**Fontcuberta Surveys**”), recorded in the official records of St. Tammany Parish, Louisiana, and particularly those streets described on the final subdivision plats of Bedico Creek Subdivision recorded in the Map File records of St. Tammany Parish, and the streets delineated, are as follows:

All as per surveys by Fontcuberta Surveys, as follows:

1. Phase 1-A: Survey Dated: March 3, 2006
 Revised: April 12, 2006
 Clerk’s Map File: 4204

Streets: Bedico Boulevard, South Pine Valley Drive, Seminole Circle, Merion Circle, Sugar Pine Court, Sugar Pine Circle, Clubhouse Drive, Green Leaf Circle, Pine Wild Circle, Lake Circle, South Fairway Drive, Oak Tree Court
Owner: Bedico Creek Preserve, LLC

2. Phase 1-B: Survey Dated: April 12, 2006
 Revised: May 11, 2006
 Clerk’s Map File: 4219

Streets: St. Calais Place
Owner: Bedico Creek Preserve, LLC

3. Phase 1D-1: Survey Dated: June 1, 2012
 Revised: June 22, 2012
 Clerk’s Map File: 5083

Streets: Bedico Parkway and West Longview Court
Owner: Bedico Interests, LLC

4. Phase 1D-2: Survey Dated: June 8, 2012
Clerk's Map File: 5084

Streets: Bedico Parkway
Owner: Bedico Interests, LLC

5. Phase 1D-4: Survey Dated: June 11, 2012
Revised: June 22, 2012
Clerk's Map File: 5085

Streets: Bedico Parkway
Owner: Bedico Creek Preserve, LLC

The parcels of property described in this Exhibit D are delineated on a Sketch prepared by Fontcuberta Surveys, Incorporated, dated July 23, 2012, a copy of which is attached to a Transfer of property by Bedico Creek Preserve, LLC, et al to Bedico Creek Preserve Owners Association, Inc. recorded in the Conveyance records of St. Tammany Parish, and further described on the Fontcuberta Surveys.

**UNANIMOUS CONSENT OF THE MEMBERS
OF
BEDICO CREEK PRESERVE, LLC**

The undersigned, being the Members of BEDICO CREEK PRESERVE, LLC, hereby consent in writing to the following resolutions which are hereby adopted by the Members, as follows, to-wit:

BE IT RESOLVED that DAVID L. WALTEMATH ("Company Representative"), a Manager of Bedico Creek Preserve, LLC, be and he is hereby authorized and empowered to represent this company in the sale and transfer of streets, green spaces, conservation areas, drainage ways, and other common property owned by this Company to Bedico Creek Owners Association, Inc. for such consideration and on such terms as the Company Representative deems necessary and proper, including, but not limited to, the establishment of roadways, drainage systems, and common areas in the entity governing land use for Bedico Creek Subdivision, together with other reservations of rights within the sole control and discretion of the Company Representative.

BE IT FURTHER RESOLVED, that the Company Representative is authorized and empowered to execute a Second Restatement and Declaration of Protective Covenants, Conditions, Restrictions, and Easements for Bedico Creek Subdivision, which shall include the addition of immovable property owned by the Company to such restrictions for Bedico Creek Subdivision, the grant of authority and responsibility to Bedico Creek Owners Association, Inc. relating to the Restrictive Covenants and other matters, and do any and all things and to execute all documents, agreements, approve legal descriptions, approve modifications to the Restrictive Covenants, and all other amendments, modifications and changes to the Restrictive Covenants as the Company Representative deems necessary.


BE IT FURTHER RESOLVED, that DAVID L. WALTEMATH be and he is authorized and empowered to do any and all things necessary in furtherance of the above transaction for and on behalf of this limited liability company.

BE IT FURTHER RESOLVED that the authority provided for herein shall continue until such time as a document revoking or canceling said authority is executed by the undersigned Members of Bedico Creek Preserve, L.L.C.

CERTIFICATE

The undersigned being all of the members of BEDICO CREEK PRESERVE, LLC hereby certify that the above is a true and correct copy of the resolutions unanimously adopted by the sole Members, that the resolutions have not been rescinded or modified, and that they remain in full force and effect.

Dated: August 14, 2012



David L. Waltemath, Member

Dated: August 14, 2012

Municipal Employees Retirement System of Louisiana

By: 

Robert L. Rust, Member

**UNANIMOUS CONSENT OF THE MEMBERS
OF
BEDICO INTERESTS, L.L.C.**

The undersigned, representing all of the Members of BEDICO INTERESTS, L.L.C., hereby consent in writing to the following resolutions which are hereby adopted by the Members, as follows, to wit:

BE IT RESOLVED THAT, David L. Waltemath, on behalf of BEDICO INTERESTS, L.L.C., be and he is hereby authorized and empowered to appear before any Notary Public and execute any acts of sale conveying with full warranty the limited liability company's interest in the Property owned by the limited liability company on such terms, conditions, and considerations as the said Member deems necessary and proper.

BE IT FURTHER RESOLVED, that David L. Waltemath be and he is hereby authorized and empowered for and on behalf of and in the name of this limited liability company to execute all documents and instruments necessary to subject and encumber immovable property to restrictive covenants in Bedico Creek Subdivision containing such terms, conditions, and agreements as he in his sole and uncontrolled discretion shall deem necessary and proper, to sign all papers, documents and acts necessary in connection therewith.

BE IT FURTHER RESOLVED, that David L. Waltemath is authorized and empowered to do any and all things necessary in furtherance of the above transactions with this limited liability company.

CERTIFICATE

The undersigned being the Member of BEDICO INTERESTS, L.L.C., hereby certifies that the above is a true and correct copy of the resolutions duly adopted by the Members, that the resolutions have not been rescinded or modified, and that they remain in full force and effect.

Dated: _____

8/17/12



David L. Waltemath, Member

**MINUTES OF A MEETING OF THE MEMBERS
OF
CLASSIC PROPERTIES MANAGEMENT CORP.**

At a meeting duly held and convened on the 14th day of August, 2012, at which a quorum was present and voting:

BE IT RESOLVED that DAVID L. WALTEMATH (“**Company Representative**”), President of Classic Properties Management Corp., be and he is hereby authorized and empowered to represent this company in the execution of the Second Restatement and Declaration of Protective Covenants, Conditions, Restrictions, and Easements for Bedico Creek Subdivision, executed as the holder and owner of all of the class B shares of Bedico Creek Preserve Owners Association, Inc., containing such amendments, modifications, restatements, provisions, agreements, and other terms and conditions within the sole control and discretion of the Company Representative.

BE IT FURTHER RESOLVED, that the Company Representative is authorized and empowered to execute a Second Restatement and Declaration of Protective Covenants, Conditions, Restrictions, and Easements for Bedico Creek Subdivision, which shall include the addition of immovable property owned by the Company to such restrictions for Bedico Creek Subdivision, the grant of authority and responsibility to Bedico Creek Preserve Owners Association, Inc. relating to the Restrictive Covenants and other matters, and do any and all things and to execute all documents, agreements, approve legal descriptions, approve modifications to the Restrictive Covenants, and all other amendments, modifications and changes to the Restrictive Covenants as the Company Representative deems necessary.


BE IT FURTHER RESOLVED, that DAVID L. WALTEMATH be and he is authorized and empowered to do any and all things necessary in furtherance of the above transaction for and on behalf of this limited liability company.

BE IT FURTHER RESOLVED that the authority provided for herein shall continue until such time as a document revoking or canceling said authority is executed by the undersigned Members of Bedico Creek Preserve, L.L.C.

CERTIFICATE

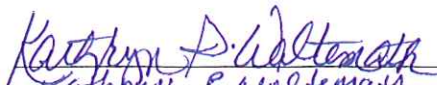
I hereby certify that the above and foregoing is a true and correct resolution of the Board of Directors of said corporation, unanimously adopted at a meeting at which a quorum was present and voting, duly held and convened on the 14th day of August, 2012, and that the same has not been heretofore revoked or rescinded.

Dated: August 14, 2012



David L. Waltemath, President

ATTEST:



Kathryn P. Waltemath, Secretary