

SUPPLEMENTARY DECLARATION  
 OF  
 COVENANTS, CONDITIONS AND RESTRICTIONS  
 FOR  
 SAVANNAHS, PHASE 4

STATE OF LOUISIANA  
 PARISH OF LIVINGSTON

BE IT KNOWN, that on this 9<sup>th</sup> day of April, 2012, before me, the undersigned Notary Public, personally came and appeared,

**SAVANNAHS COMMUNITY, L.L.C.**, a Louisiana Limited Liability Company, domiciled in the Parish of St. Tammany, State of Louisiana, herein represented by its duly authorized Manager, Kenneth Lopiccolo, pursuant to Certificate of Authority on file and of record in the office of the Clerk and Recorder for the Parish of St. Tammany, Louisiana, and whose present mailing address is declared to be 21056 Smith Road, Covington, Louisiana 70435, hereinafter referred to as "Declarant"

AND

**DSLDD, L.L.C. (TIN #: XX-XXX-4404)**, a Louisiana Limited Liability Company, domiciled and having its principal place of business in the Parish of Livingston, represented herein by Jeffery Purpera, Jr., its duly authorized Agent, acting pursuant to resolution, a copy of which is attached hereto and made a part hereof, and whose mailing address is 1220 South Range Avenue, Denham Springs, LA 70726, hereinafter referred to as "DSLDD",

WHO DECLARED UNTO ME, NOTARY, AS FOLLOWS:

WHEREAS, Declarant is developer and DSLDD is owner of certain real property situated within the City of Covington, in the Parish of St. Tammany, State of Louisiana, namely, Savannahs, Phase 4, Lots 159 through 178, inclusive, (hereinafter the "Subdivision"). This property is shown on the official plat of subdivision made by Kelly McHugh & Associates, Inc., Civil Engineers and Land Surveyors, entitled, "Savannahs, Phase 4 Section 45, T-6-S, R-11-E City of Covington, St. Tammany Parish, Louisiana" ("Final Plat"), which Final Plat was recorded on September 22, 2011 at Map File No. 5013 of the official records of St. Tammany Parish, Louisiana (hereinafter the "Property"); and

St. Tammany Parish 2231  
 Instrument #: 1850893  
 Registry #: 2135247 bdp  
 04/09/2012 1:30:00 PM  
 ME CE X MI UCC

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WHEREAS, Declarant states that the Property is subject to the Declaration of Covenants, Conditions, and Restrictions, Savannahs Subdivision, City of Covington, St. Tammany Parish, Louisiana, dated 10/22/03, and recorded on 10/23/03, (the "Declaration");

NOW THEREFORE, Declarant hereby declares that all of the Property described herein shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved, subject to the covenants, conditions, restrictions, servitudes and charges set forth in the Declaration and does hereby subject the Property described herein to the Declaration. For the purposes of Regular Assessments, the Property described in this Supplementary Declaration is classified as Cottage Units in accordance with the Declaration.

NOW THEREFORE, Declarant hereby further declares that the Property described herein shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the following additional covenants, conditions, restrictions, servitudes and charges, which are for the purpose of protecting the value and desirability of the Property described herein and of the General Plan of Development of the Subdivision approved by the City of Covington, Louisiana, and shall be deemed to run with and bind the Property described herein and enure to the benefit of and be enforceable by the Declarant, its successors, assigns and legal representatives, and be binding on all parties having any right, title or interest in the Property described herein, and their successors, assigns and legal representatives.

ARTICLE I  
DEFINITIONS

For the purposes of this Supplementary Declaration, the following explanations and definitions of words, terms, and phrases shall govern:

1.1 ALLEY shall mean a 12' pavement lane restricted for access, as shown on the plan of subdivision.

1.2 ALLEY SERVED LOT shall mean a lot where the garage may be accessed from an alley, as shown on the plan of subdivision.

1.3 ARCHITECTURAL REVIEW COMMITTEE also referred to as the ARC, shall mean the committee established pursuant to Article VIII of the Declaration.

1.4 ASSOCIATION shall mean the Savannahs Homeowners' Association, Inc. (if that name is available with the Louisiana Secretary of State's office, or such other name designated by the Declarant), a nonprofit Louisiana corporation, its successors, and assigns.

1.5 BOARD shall mean the Board of Directors of the Association.

1.6 BUILDER GUIDELINES shall mean the guidelines, and amendments thereto, established by the Architectural Review Committee.

1.7 CONSTRUCTION AND SALE PERIOD shall mean that period of time during which Declarant is developing the Property and selling Lots, Units and/or residential dwellings, which time period shall extend from the date hereof until such time as the Declarant transfers title to all of the Lots and/or Units subject to this Supplementary Declaration.

1.8 DEVELOPMENT PLAN shall mean and refer to the land being developed by the Declarant as Savannahs Subdivision, as such may be amended from time to time, subject to the regulations set forth by the City of Covington, Louisiana.

1.9 IMPROVEMENTS shall mean all structures and appurtenances thereto of every type and kind, including but not limited to: buildings, outbuildings, sheds, gazebos, garages, swimming pools,

Irrigation and drainage devices or systems, landscaping, plantings, windbreaks, trees, shrubs, fences, screening walls, retaining walls, sidewalks, driveways, animal enclosures, decks, poles, works within Common Areas, light standards, recreational facilities and streets and parking areas.

1.10 LOT shall mean any plot of land shown upon any recorded Subdivision Map of the Property, with the exception of Common Areas, and any unit that may be created under applicable state law, as such may be amended from time to time.

1.11 OWNER shall mean one or more persons or entities, who alone, collectively or cooperatively own a Lot and/or Unit, but excluding any person or entity who holds such interest merely as a security for the performance of an obligation, including a Mortgagee, unless and until such person has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.12 PROPERTY shall mean all of the real property subject to this Supplementary Declaration.

1.13 STREET shall mean an access way set aside for travel which affords the principal means of access to abutting property. A street may be either a public or a private street.

1.14 STREET SERVED LOT shall mean a lot where the garage is accessed from a street.

1.15 SUBDIVISION shall mean and refer to the Subdivision hereinabove described, known as Savannahs, Phase 4 which has been divided into Lots.

1.16 UNIT shall mean and refer to any structure or a portion of a structure situated upon the Property.

1.17 WATERS shall mean any lake or water body existing within the Subdivision or shown in any official plan of subdivision.

ARTICLE II

CONSTRUCTION STANDARDS AND REQUIREMENTS

2.1 Building Location. Building setbacks are those as designated on the official plat of Subdivision. Where no building setbacks are designated, they shall be as follows:

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- A. The minimum front building setback, if the builder elects to access the lot from the alley, is ten (10') feet.
- B. The minimum front building setback, if the builder elects to access the lots from the street, is fifteen (15') feet.
- C. For interior lots, the minimum side yard setback for improvements, including attached garages, is five (5') feet. The minimum side yard setback for detached garages is three (3') feet.
- D. For corner lots, the minimum side yard setback on the street side is ten (10') feet.
- E. The minimum rear building setback is twenty (20') feet, if the builder elects to access the lot from the street; however, garages may be set to within ten (10') feet of the rear property line. The minimum rear building setback is 18' (feet), if the builder elects to access the lot from alley.
- F. Minimum driveway side yard setbacks is one (1') foot.

For the purposes of this Supplementary Declaration, eaves, steps and open porches shall not be considered as part of a building; provided, however, that the foregoing shall not be construed to permit any portion of a building on a Lot to encroach on another Lot. For the purposes of this Supplementary Declaration, the front line of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street.

2.2 Construction.

- A. The main building on any Lot in the Subdivision shall be constructed or assembled on the Lot and shall not be moved thereon from elsewhere.
- B. No residence, building, fence, wall, or other structures shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind therein be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage specifications, and the grading plan of the Lot and plans for landscaping of the Lot on which the improvements are to be erected shall have been submitted to and approved in writing by a majority vote of the Architectural Review Committee and a copy thereof, as finally approved, lodged permanently with the Architectural Review Committee. If the Owner fails to submit plans and specifications to the Architectural Review Committee and receive the required approvals, then the Owner shall be assessed a special assessment for violating this provision, which assessment, if not paid by the

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Owner, shall become a Bou on the Lot in accordance with the terms and provisions of the Declaration. The Owner shall be responsible for paying the same and any costs and attorney's fees for collection thereof or associated therewith. In the alternative, the Architectural Review Committee or the Association may record a cease and desist order against the Lot or Unit and post public notice thereof on the Lot or Unit and each and every Owner hereby consents to said recordation and posting and encumbrance of said Lot or Unit. Any action, ruling or decision of the Architectural Review Committee may be appealed to the Board according to procedures duly adopted by the Board.

C. All residential construction plans must be approved by the Architectural Review Committee before construction commences.

2.3Residence Buildings.

- A. No Lot and/or Unit in the Subdivision shall be used for any purpose other than single family residential. No building shall be erected, constructed, reconstructed, altered, placed or permitted to remain on any Lot other than one single family dwelling, excepting as hereinafter provided, not exceeding two (2) levels in cross section and not exceeding two (2) stories in height, (including decks and outdoor living areas) a private garage for not more than three (3) cars, and other accessories incidental to residential use of said Lots, such as swimming pools, bathhouses and/or gazebos.
- B. The front of the home must include brick, stucco, cement fiber board, vinyl siding or other similar material, unless otherwise approved by the Architectural Review Committee. All painted exteriors must have at least two (2) coats of paint.
- D. Square Footage.
1. The living area (heated and cooled space) of any residential dwelling, exclusive of eaves, steps, open porches and garages, shall be a minimum of 1350 square feet to a maximum of 4000 square feet for alley-served lots, and a minimum of 1350 square feet to a maximum of 4000 square feet for street-served lots.

2. Square footage will be measured to the outside of exterior walls (i.e. outside of brick, siding, stone, or stucco).

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E. Roofs.

1. The roof shape should be minimum roof pitch of 6/12, unless otherwise approved by the Architectural Review Committee. Composition shingles must be architectural grade.

F. On fireplace chimneys enclosed chimney chases are encouraged.

G. No Owner or other occupant shall use or occupy his Lot and/or Unit, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Owner or his tenant and their families. No Lot and/or Unit shall be used or occupied for any business, commercial, trade or professional purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not. Home offices are allowed and the owner or his tenant must comply with all City of Covington, Parish of St. Tammany and State of Louisiana requirements, rules and regulations.

H. It is expressly stipulated that the use of the Lot or Unit for a public boarding house, group home, duplex apartment, garage apartment or other apartment use for rent, lodging house, sanatorium, hospital, asylum or institution of any kindred nature, or anything which is or may become a nuisance to the neighborhood is hereby expressly excluded from the definition of "residential" as used herein, but "residential purposes" shall be deemed to include and include an apartment private garage building, home office or other apartment out-building or structures approved by the Architectural Review Committee.

I. At no point along the perimeter of the house/garage slab shall the top of the finished floor elevation to be less than twelve (12') inches above the natural grade (prior to filling or developing the lot). The minimum finished floor elevation of all residences shall be one (1') foot above the base flood elevation as established by the Federal Emergency Management Agency ("FEMA") in accordance with the rate map which is referenced on the final plat and/or any revised map. All lots are subject to the requirements of the City of Covington fill ordinance.

J. Electric Meters. Electric house meters shall be located on the sides of houses and/or garages where practicable.

2.4

Temporary and Other Structures. No building or structure of a temporary character, such as an out-building, shed, shack, barn, tent, awning, carport, trailer, mobile, modular or prefabricated home, or any other structure or building, other than the residence to be built thereon and an enclosed structure to house a trailer, boat, canoe, motor home, or recreational vehicle shall be placed or maintained on any Lot in the Subdivision either temporarily or permanently, nor shall any structure of a temporary character be used as a residence, either temporarily or permanently. No dwelling on any Lot in the Subdivision shall be occupied while in the course of

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construction nor until made to comply with all conditions set forth herein and all applicable statutes, laws, codes, regulations and ordinances. Any trailer, boat, camper, motor home, or recreational vehicle must be stored in an enclosed permanent structure so as not to be visible from the street. Said enclosed structure and any screening used to restrict the visibility of the enclosed structure and any of the above named items, must be constructed in accordance with the Builder Guidelines.

Notwithstanding any provisions contained herein, to the contrary, it shall be expressly permissible for Declarant to maintain, from time to time during the Construction and Sale Period, upon such portion of the Property as Declarant deems necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the development and/or construction of any improvements and/or sale of the Lots. This shall include, but shall not be limited to, storage areas, construction yards and model homes, and the activities associated therewith.

Builders may construct a model home on any Lot and/or Unit by complying with this Supplementary Declaration of Covenants and Restrictions and obtaining the approval of the Architectural Review Committee prior to construction. Further, the construction and the activities of the owner of the Lot and/or Unit, the builders, their agents, employees, contractors, subcontractors, successors, and/or assigns, shall be in compliance with the terms and conditions imposed from time to time by the Architectural Review Committee.

2.5 Garages. All Lots and/or Units shall have at a minimum a garage that is accessible and sized to accommodate two cars. Private garages shall load from side, rear, or front of the Dwelling.

- A. Driveway access into street-erved garages must permit movement of one car in and out of the garage while another car is parked outside of the garage (20'1 x 16'W pad).
- B. All garages must have a common garage door. This garage door shall be standard size unless otherwise approved by the ARC.



C. Garages may be attached or detached from the Dwelling and must be fully enclosed. Page 9 of 16

D. Carports are not allowed on Lots and/or Units in the subdivision.

2.6 Parking. No vehicle of any kind shall be parked on any portion of any Lot except the paved drive. Each individual Lot Owner shall provide for permanent parking of automobiles, boats, and trailers. No vehicle(s) owned or used by the Lot Owner or occupant shall be parked in the street. Each Lot shall have paved parking for a minimum of two (2) additional vehicles outside the garage. No driveway that is visible from the street shall be used for storage of boats, trailers, campers, unused or inoperable automobiles or any other items. The utilization of any portion of any Lot and/or Unit for performing repair work on any vehicle is expressly prohibited. No trucks, trailers, automobiles or other commercial vehicles bearing advertisements shall be parked on the street except when making a delivery.

2.7 Signage. No signs or advertising device of any nature or kind shall be placed or kept on any Lot and/or Unit, unless otherwise approved by the Architectural Review Committee. One (1) sign of not more than nine (9) square feet advertising the Builder and/or the Property for sale or rent, may be used.

2.8 Receiving Devices, Sound or Mechanical Devices. No radio or television antennae, or other receiving device, outside lines, above ground improvements or hanging devices, shall be placed, constructed, maintained or installed on any Lot and/or Unit or upon the improvements of any Lot and/or Unit without the prior written consent of the Architectural Review Committee. However, a satellite dish of not more than twenty-four (24") inches may be placed on the service side of the home constructed on a Lot and/or Unit. Such placement and location must be approved by the Architectural Review Committee prior to such placement or installation. Outside music or sound producing devices, and any other mechanical devices shall be subject to the approval of the Architectural Review Committee, and any guidelines in this regard shall be final.

2.9 Aircraft. There shall be no landing nor taking off of any form of aircraft, including

Helicopters of any form, in the subdivision.

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2.10

Nuisance. No noxious, illegal or offensive trade or activity shall be carried on or upon any Lot and/or Unit in the Subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or the public.

2.11

Animals. No animals, livestock, insects, reptiles, rabbits or poultry of any kind shall be raised, bred or kept on any Lot and/or Unit, except that dogs, cats or other common household pets (not to exceed (3) animals per Lot) may be kept, but they shall not be bred or kept for commercial purposes. No pet shall be allowed to leave its encrment on any other Lot, street, or common area. All dogs, cats, and household pets shall not roam free unless they are within a fenced enclosure on the Lot and/or Unit.

2.12

Oil and Mining Operations. No derrick or other structure designed for use in boring, mining or quarrying for water, oil, or natural gas, or precious metals or minerals shall ever be erected, maintained, or permitted upon any Lot in the Subdivision. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, bunnels, mineral excavations or shafts be permitted upon or in any Lot.

2.13

Removal of Dirt. Excepting for the purposes of actual construction upon any Lot, no sand, gravel or soil shall be dug or removed from any Lot in the Subdivision; provided, however, that the Declarant, its successors, assigns or legal representatives, in carrying out the improvement and development of the Property, shall have the right to remove or add to any soil on any Lot in the Subdivision, and shall have the right of ingress and egress upon all Lots for the purpose of grading and excavating thereon, or constructing and completing the street improvements, installing the public utilities, and do any and all other things necessary to complete the Development Plan. Unless suitable retaining walls are constructed to support the earth, the natural angle of repose of the ground shall not be altered by excavation within five

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(5') feet of any boundary line of any Lot in the Subdivision by other than a slope of one and one-half feet horizontal to one foot vertical; provided, however, that nothing in this Paragraph shall be construed to prevent any such alteration in any manner, with or without retaining walls, by the Declarant, his successors, assigns or legal representatives, in carrying out the development and improvement of the Property.

2.14 Lot Maintenance. Each Individual Lot Owner shall be responsible for the maintenance of all landscaping on his Lot and for maintaining his Lot, residence and driveway in a clean and orderly fashion at all times, and the Owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Lot Owners shall keep their Lot(s) mowed at all times and free from rubbish, trash, debris and noxious weeds. In the event that the Owners fail to perform this obligation, then the Declarant, or the Board shall have the authority to have the Lots and/or Units properly cut or cleaned and shall be paid a reasonable charge for such services by the Owner of the Lot and/or Unit immediately upon the request therefor. If the Owner fails to pay said charge, then said charge shall become a lien and a special assessment and the Owner shall be responsible for paying the same and any costs and attorneys fees for collection thereof or associated therewith.

2.15 Access. No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot unless the express written consent of the Architectural Review Committee first shall have been obtained.

2.16 Driveways and Sidewalks. Each Lot and/or Unit must be accessible to an adjoining street by a driveway suitable for such purposes before the residential structure located on any such Lot may be occupied or used.

2.17 Utilities. Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot line. It is the responsibility of each Contractor, Builder or Lot Owner, to install the sewer clean-out at the tie in for each Lot, in order

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to obtain a Certificate of Occupancy.

2.18

Mail receptacles. All mail receptacles will be cluster type mail receptacles. These mail receptacles will be constructed, placed and maintained on the designated areas of the street, alley or public right of way, or common areas within the subdivision. These cluster mail receptacles will be installed by the Declarant or the Developer or their successors, designees, or assigns; or the Association, or its successors, designees, or assigns. A charge, fee or amount will be collected from each Lot Owner to pay for the cost of the initial construction and installation of such mail receptacles. The Association, or its successors, designees or assigns, will maintain or repair or replace these mail receptacles and is authorized to assess the Owners for any and all costs associated therewith in accordance with these restrictions and with the provisions of the Declaration. In the event the Declarant, the Developer, or their successors, designees, or assigns; or the Association, or its successors, designees or assigns determines that mail receptacles will be installed, placed or maintained on the individual Lot and/or Unit, then such mail receptacles and the installation, placement and maintenance shall be in accordance with guidelines provided by the Architectural Review Committee from time to time. Specifications, colors, prices, place of purchase and installation area will be provided by the Architectural Review Committee before installation.

2.19

Landscape Requirements and Restrictions. ALL LANDSCAPING AND INSTALLATION AND IMPROVEMENTS OR REMOVAL OF ANY EXISTING MATERIALS, TREES OR VEGETATION ON A LOT MUST COMPLY WITH THE CITY OF COVINGTON, LOUISIANA REGULATIONS OR ORDINANCES AND ANY AMENDMENTS OR SUPPLEMENTS THERETO.

A. Landscaping shall be installed within thirty (30) days of substantial completion of the residence on the Lot. The following are the minimum landscape requirements.

1. All yards shall be one hundred percent (100%) solid sodded with centipede or equal grass to the edge of the paved portion of the right of way, including the swales and ditches.

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2. Rear and side yards must be one hundred percent (100%) solid sodded. All alley and/or street edges are to be solid sodded from the alley and/or property line.

2.20

Drainage.

- A. No Owner shall in any way interfere with or alter the established drainage pattern of water over his Lot or interfere with drainage over and through any drainage servitude on his Lot. For purposes of these restrictions, the "established drainage pattern" is defined as the drainage pattern which is designed to occur at the time that the overall filling and grading of the Subdivision and the Lots in the Subdivision have been completed in accordance with the requirements of these restrictions; and in accordance with the Savannahs Phase 1 Drainage Plan by Kelly McHugh and Associates, and the Site Grading Plan prepared by Kelly McHugh and Associates, which plans have been submitted by Developer to the City of Covington Planning Commission. Copies of said plans are also filed in the Official Records of the City of Covington, Louisiana with the Architectural Review Committee.

- B. In order to achieve the established drainage pattern each Owner shall be responsible to grade, elevate and fill his Lot in accordance with and as required by these restrictions and the Site Grading Plan. Each Owner shall also be responsible to maintain the elevation of his Lot so that water shall drain over and through his Lot in accordance with the established drainage pattern for his Lot as provided herein and as shown on and Site Grading Plan.

- C. The maximum slope of any and all Lots within the Subdivision shall be 4:1.

2.21

Swimming Pools, Hot Tubs, Patios, Decks.

- A. Swimming pools, hot tubs, patios and decks shall be located on the rear portion of the Lot and/or Unit. Notwithstanding the provision of Article II, Section 2.1, swimming pools, patios and decks shall not encroach onto building setbacks or easements.
- B. Swimming pools, hot tubs, patios and decks shall be constructed in the ground and shall be at normal ground level. No above-ground pools shall be allowed.

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- C. A fence of a design approved by the Architectural Review Committee, and in compliance with the City of Covington, Louisiana and St. Tammany Parish, Louisiana regulations, shall completely enclose any swimming pool.
- D. Swimming pools, hot tubs, patios, decks, and associated equipment, are to be kept out of the side yard and rear yard setback areas.
- 2.22 Clotheslines. Outside clotheslines or other outside facilities for airing or drying clothes are specifically prohibited and shall not be erected, placed or maintained on the Lot and/or Unit. No clothing, rugs, or other items shall be hung on any railing, fence, hedge, or wall.

2.23 Multiple Lots.

- A. Nothing in these restrictions shall prohibit an Owner of any two (2) adjoining Lots having frontage on the same street from erecting a residence on the two (2) Lots, which shall be considered, for the purpose of these restrictions, most particularly for assessments, as two (2) Lots, even if said Lots are resubdivided into one (1) larger Lot.
- B. No Lot or Lots shall be sold except with the description as shown on the original plan of subdivision referred to above, or any revisions or amendments thereto; provided, however, that any Lot or Lots may be subdivided or re-platted with the prior written consent of the Declarant or the Architectural Review Committee.

ARTICLE III  
LAKE RESTRICTIONS

- 3.1 Use of Boats. Boats shall not be permitted to use the waters within the Subdivision. Neither the Declarant nor the Association shall be liable or responsible for any death, accident or injury as a result of violation of this restriction.

3.2 Fishing and Swimming.

- A. Only catch and release fishing shall be permitted on the Waters in the Subdivision.
- B. Swimming and scuba-diving shall not be permitted in any Water in the Subdivision.

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No boating, wading or other water activities are permitted in any Waters in the Subdivision. Neither Declarant nor the Association shall be liable or responsible for any death, accident or injury as a result of violation of this restriction.

3.3

Other Prohibited Waterway Uses.

- A. No dredging of the Waters shall be conducted, allowed or permitted by the Owner, the Owner's guests or invitees.
- B. No setting of traps or other obstructions in the Waters shall be conducted, allowed or permitted by the Owner, Owner's Guests or Invitees.
- C. Garbage and refuse disposal shall be prohibited in the Waters.

ARTICLE IV

ADDITION OF EXISTING PROPERTY TO THIS SUPPLEMENTARY DECLARATION

Additional properties may be subjected to this Supplementary Declaration in the following manner:

4.1

The Declarant shall have the right to subject real property wholly owned by Declarant and presently subject to this Supplementary Declaration to a Supplementary Declaration which otherwise imposes covenants, conditions, and restrictions on said property.

ARTICLE V

AMENDMENT OR TERMINATION OF DECLARATION

A. Notwithstanding the above, the Declarant in its sole discretion, without the consent of the owners of the Board of Directors, may amend this Supplementary Declaration in any manner or for any other purpose, by recording the amendment in the conveyance records of St. Tammany Parish, Louisiana;

B. Unless and to the extent amended or terminated as herein provided, all of the provisions of this Supplementary Declaration shall be automatically renewed and shall remain in full force and effect with the beginning of each successive ten (10) year term after the

Anniversary Date of this Supplementary Declaration;

C. Upon and after the effective date of any amendment, it shall be effective and binding upon all persons, firms, and corporations then owning an interest in any Lot in or of the Properties to the same extent and effect as if set forth in this Supplementary Declaration, and shall run with and be appurtenant to the land and bind all persons holding by, through or under any one or more of them.

THUS DONE AND PASSED at my office in Denham Springs, Louisiana, on the day, month and year first above written and in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the Declarant and me, Notary Public, after reading of the whole.

WITNESSES:

SAVANNAHS COMMUNITY, L.L.C.

Tammy Temple  
Tammy Temple  
Charlene Hamilton  
Charlene Hamilton

BY: [Signature]  
NAME: Kenneth Lopiccolo  
TITLE: Manager

DSL D, L.L.C.

BY: [Signature]  
NAME: Jeffrey Pupeta, Jr.  
TITLE: Agent

[Signature]  
NOTARY PUBLIC  
DONALD L. MIERS, JR. (#26687)  
MY COMMISSION IS FOR LIFE



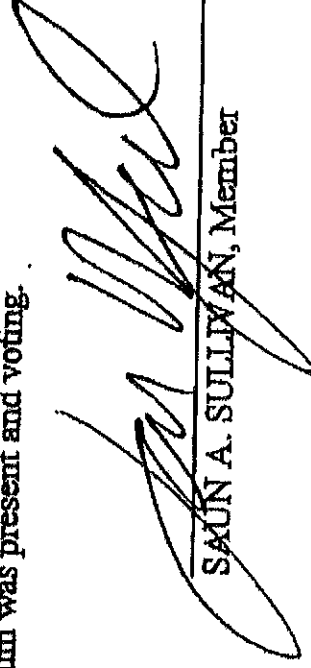
CERTIFICATE OF AUTHORITY

BE IT RESOLVED that Jeffrey A. Purpera, Jr., Agent of DSLD, L.L.C., be and is hereby authorized and empowered for and on behalf of the company to sign checks, open bank accounts for account of the company, borrow money for the company in such amounts and payable in such manner and bearing such interest rates as he may determine proper. In connection with the authority herein granted, he is authorized and empowered to mortgage any of the property owned by company in the States of Louisiana and Mississippi, to secure any loan, such acts of mortgage contain all of the usual and customary clauses contained in mortgage instruments in Louisiana and Mississippi, including the confession of judgment, waiver of appraisalment, and the pact de non enando.

BE IT FURTHER RESOLVED that the above named agent be and is hereby authorized and empowered for and on behalf of the company to buy, sell, lease or otherwise alienate any and all types of property, real, personal, or mixed, purchased by, sold to, or owned by the company in the States of Louisiana and Mississippi, and to execute any and all contracts upon such terms and conditions as he may determine fit and proper, the company hereby ratifying all prior sales, purchases, and contracts made on behalf of the company by him.

BE IT FURTHER RESOLVED that the above named agent be and is hereby authorized and empowered on behalf of the company to sign any purchase agreements, leases, acts of sale, acts of mortgage, deeds of trust, warranty deeds, acts of sale with mortgage, acts of assumption of mortgage, contracts, promissory notes, and any other documents necessary to carry out the authority granted in this resolution.

We hereby certify that the above and foregoing is a true and correct copy of a Certificate of Authority adopted by the Members of the above named company, held on the 21<sup>st</sup> day of March, 11, at which meeting a quorum was present and voting.

  
SHAUN A. SULLIVAN, Member