

signed by the then Owners of a majority of the Lots has been recorded agreeing to change said servitudes, privileges and restrictions in whole or in part, except as allowed in Article IV. herein. The terms and provisions of this act of dedication and restrictions, or any of the servitudes, privileges or restrictions herein contained, may be modified in whole or in part, terminated or waived, prior to or subsequent to the expiration of the twenty (20) year period aforesaid, by act of amendment or termination signed by (i) the then Owners of fifty-one percent (51%) of the Lots in the subdivision and the owner of any Class B memberships of the Association, or (ii) the Developer alone and duly recorded with the Clerk of Court for St. Tammany Parish, Louisiana. The requirement for Pine Edge to sign an act of amendment or termination as aforesaid shall cease and terminate upon the lapse or termination of the Class B memberships in accordance with Article V, Section 2.B.

Section 2. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community of THE RESERVE SUBDIVISION. Enforcement of these servitudes, privileges and restrictions shall be by any legal proceeding against any person or persons violating or attempting to violate any servitude, privilege or restriction, either to restrain or enjoin violation or to recover damages, or both; and the failure or forbearance by the Association or the Owner of any Lot to enforce any servitude, privilege or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The provisions hereof may be enforced, without limitation, by the Association, by any Owner of any Lot which becomes subject to the provisions hereof.

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

Section 3. Fence, Lighting and Landscape Servitude. Developer does hereby create and establish in favor of the Association a praedial servitude of use and passage upon Lots 1 and 76, Phase 1, The Reserve Subdivision designated on the Plat measuring ten feet (10') in width parallel and adjacent to Evergreen Drive for the purpose of the Association entering upon the designated Lots within the servitude and constructing and maintaining a fence, landscaping, berms, irrigation and lighting in connection with the entrance features of the Subdivision.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this act of dedication shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any common area or community facility by any public, state, parish or municipal agency, authority or utility and no public, state, parish or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any said Common Areas or Community Facilities.

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

Section 7. Captions. The captions contained in this act of dedication are for convenience only and are not a part of this act of dedication and are not intended in any way to limit or enlarge the terms and provisions of this act of dedication.

THUS DONE AND PASSED in Covington, St. Tammany Parish, Louisiana, on the day, month and year herein above first written, in the presence of undersigned competent witnesses, who hereunto subscribe their names with the said Notary, after due reading of the whole.

WITNESSES:

BENNETT BROTHERS
DEVELOPMENT, L.L.C.

Melody Hughes

By:

K.T. Beto

Karen T. McKnight



A. WAYNE BURAS, Notary Public

FIRST AMENDMENT AND MODIFICATION
TO DEDICATION OF SERVITUDES,
EASEMENTS AND RESTRICTIVE COVENANTS

UNITED STATES OF AMERICA
STATE OF LOUISIANA

BY: BENNETT BROTHERS
DEVELOPMENT, L.L.C.

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 30th day of July, 1999,

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

PERSONALLY CAME AND APPEARED:

BENNETT BROTHERS DEVELOPMENT, L.L.C. (Tin #72-1394589), a limited liability company, organized pursuant to articles of organization filed with the Louisiana Secretary of State, herein represented by Kevin T. Bennett, duly authorized by virtue of Unanimous Consent, which Unanimous Consent is recorded as conveyance and mortgage instrument number 1116286 of the official records of St. Tammany Parish, its mailing address being 7037 Highway 190, Covington, Louisiana 70433; hereinafter sometimes referred to as "Developer", and said Developer does declare as follows:

Pursuant to Article X, Section 1, Duration - Amendment, and in accordance with Article IV, Additions by Developer, the undersigned as the Developer of "The Reserve", a subdivision, does amend the original restrictive covenants recorded as conveyance instrument number 1126483 of the records of St. Tammany Parish, Louisiana, as amended pursuant to amendments and modifications recorded in the records of St. Tammany Parish, Louisiana, and the following particulars:

1. Developer does amend Article IX, Restrictions for Use of Property, Section 1. Prohibited Uses and Nuisances, Subsection T, Subsection i) to read as follows:

i) No fence shall be erected, placed or altered on any lot nearer to the front street property line than on a line parallel to the front of the main dwelling, and for a corner lot, no nearer than 10 feet (10') from the side street property line of the Lot. Fences shall not exceed six (6') feet in height. There shall be no front yard fences.

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2. Developer does hereby amend Article IX, Restrictions for Use of Property, Section 1. Prohibited Uses and Nuisances, Subsection JJ in order to delete the required sidewalk and thereafter amend Subsection JJ to read as follows:

JJ) All roofs on structures within the subdivision must use a dimensional shingle roof or such other roof approved by the Architectural Control Committee. Three tab shingle roofs are prohibited.

In all other respects the original Restrictions except as amended and added to herein, shall remain the same.

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

WITNESSES:

BENNETT BROTHERS
DEVELOPMENT, L.L.C.

BY:

K. T. Bennett
KEVIN T. BENNETT

Karen T. McQuigh
Melinda J. Huchins

A. WAYNE BURAS, NOTARY PUBLIC