

BY-LAWS
OF
THE WOODLANDS PROPERTY OWNERS
ASSOCIATION, INC.

THE WOODLANDS PROPERTY OWNERS ASSOCIATION, INC., a Louisiana non-profit corporation (hereinafter referred to as "Association"), being the governing body of the property now or hereafter submitted to the provisions of the Deed Restrictions and Covenants for this subdivision (hereinafter called "Restrictions and Covenants") does hereby adopt the following initial By-Laws which shall govern the operation and administration of said Subdivision, as provided for in compliance with said Restrictions and Covenants.

All present and future owners, tenants, and their agents and guests, or any other person who might use the facilities of the Subdivision in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition, rental or occupancy of any of the lots and/or improvements thereon in the Subdivision will signify and constitute a ratification and acceptance of these By-Laws by any such owner or other person.

ARTICLE 1

NAME

This association is known as THE WOODLANDS PROPERTY OWNERS ASSOCIATION, INC. and has been incorporated by Articles of Incorporation previously filed with the Secretary of State, State of Louisiana.

ARTICLE 2

MEMBERS

1. Association members shall be all the owners of all the lots in the Subdivision.
2. The annual members' meeting shall be held at such location as the notice shall indicate in the month of September of each calendar year when the first Board of Directors is elected, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided. Failure to hold such an annual meeting shall not invalidate the association, and officers and directors previously elected shall continue to serve until replaced.
3. Special members meetings shall be held whenever and wherever called by the President or by fifty-one percent (51%) of the members of the Board of Directors. A special meeting must be called by such officers upon receipt of a written request from fifty-one percent (51%) of the entire membership.
4. Notice of all members' meetings stating the time and place and purposes for which the meeting is called shall be given by an Officer of the Association or by a manager employed by the Association, to all lot owners. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed first class mail not less than ten (10) days and not more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by affidavit of the person giving notice. Notice of meeting may be waived in writing before, during or after meeting. Alternatively, notice of membership meetings may be given by placing a conspicuous

sign at each entrance of the subdivision no fewer than ten (10) days preceding the meeting announcing the time and location of the meeting, and shall refer the membership to the Association's published internet website (www.woodlandshoa.com) for the purpose which the meeting is called.

5. A quorum of a membership meeting shall consist of any persons (or proxy) entitled to cast at least twenty percent (20%) of the members' vote of the corporation.
6. Vote required to transact business: When a quorum is present at any meeting, the holders of a majority of the voting rights present or represented by written proxy shall decide any questions brought before the meeting, unless the question is one upon which, by provision of the Restrictions and Covenants, or the Articles of Incorporation, a different vote or different method of voting is required, in which case such provision shall govern and control the decision of such question.
7. In any meeting of members each lot shall be entitled to one vote, which vote shall be cast by the owner thereof or his duly authorized proxy.
 - (a) If a lot is owned by one person his right to vote shall be established by the record title to his lot. If the lot is owned by more than one person, and more than one person attempts to vote on behalf of said lot, the only person who shall be entitled to vote for such lot shall be the person designated by a written certificate of designation signed by all of the co-owners of the lot and filed with the Secretary of the Association. Such certificate of designation shall be valid and irrevocable until superseded by a subsequent valid certificate, or until the ownership of a lot changes. Votes cast by more than one co-owner of a lot and neither having a valid certificate of designation shall not be counted.
 - (b) Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be in writing and filed with the Secretary before the appointed time of the meeting.
8. Approval or disapproval of any matter by a lot owner, whether or not the subject of an Association meeting, shall be by the same person set forth in the certificate of designation to cast the vote for such lot if in an Association meeting.
9. Adjourned meetings: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
10. The order of business at the annual members' meetings and, as may be applicable, at all other members' meetings, shall be:
 - (a) Election of chairman of the meeting (first meeting when Developer control is relinquished only).
 - (b) Calling of the roll and certifying proxies, to determine if a quorum is present.
 - (c) Proof of notice of meeting or waiver of notice.
 - (d) Reading and disposing of any unapproved minutes.
 - (e) Report of Officers.
 - (f) Election of Directors.

- (g) Unfinished Business.
- (h) New Business.
- (i) Adjournment.

ARTICLE 3
DIRECTORS

1. Number of Directors. The first Board of Directors shall consist of at least five (5) persons, which number may be increased to any number up to nine (9) as determined by the members. The original Board of Directors appointed by Developer in the Articles of Incorporation or as thereafter replaced by Developer shall serve until a new Board is elected or the Developer appointed Board resigns. The first membership meeting shall be called after 90% of the lots in all phases of the subdivision (current and future) have been sold by Developer or sooner at Developer's option. The Board of Directors shall have such duties and powers as are set forth in the Restrictions and Covenants, the Articles of Incorporation and these By-Laws.
2. Election of Directors.
 - (a) Subject to the provisions of the Articles, election of directors shall be conducted at the annual members' meeting. Nomination for directorships and directors shall be made from the floor. Only members (or in the case of a non-natural person member, member representatives) may be nominated. The election shall be by secret ballot (unless dispensed with by unanimous consent or unless the nominations equal the vacancies), counted and verified by the current secretary (or at the first meeting by the temporary chairman). Each member voting is entitled to cast one vote for each vacancy to be filled. The nominees receiving the greatest votes shall be deemed elected to fill the vacancies.
 - (b) Except as to vacancies occurring by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be appointed by the remaining directors.
 - (c) Any director may be removed by concurrence of fifty-one percent (51%) of the votes of the total voting power present at a special meeting of the members called for that purpose and attended by a quorum. The vacancy in the Board of Directors so created shall be filled by vote of the members of the Association at the same meeting.
 - (d) The term of each director's service shall be one year or until the next annual meeting of the members, and thereafter until his successor is duly elected and qualified or until the director is removed in the manner elsewhere provided.
Directors duly elected take office immediately at the first meeting to organize.
3. Directors' Meetings Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of meetings shall be given to each director, personally or by mail, e-mail, fax or telephone. Directors Meetings may also be held electronically, and conducted via phone and internet conferencing or through a collaborative exchange of electronic messages such as email.

4. Powers and Duties of the Board of Directors. Except as otherwise specifically provided in the Restrictions and Covenants, all of the powers and duties of the Association shall be exercised by the Board of Directors by a majority vote, including those existing under the law and statutes, and the Restrictions and Covenants, as now or hereafter amended. Such powers and duties shall be exercised in accordance with the provisions of the Restrictions and Covenants which governs the use of the Subdivision property and shall include but shall not be limited to the following
- (a) To make and collect assessments against members to defray the costs of the Subdivision.
 - (b) To use the proceeds of assessments in the exercise of its powers and duties.
 - (c) The maintenance, repair, replacement and operation of the Subdivision property.
 - (d) The reconstruction or improvements after casualty and the further improvement of property.
 - (e) To make and amend Rules and Regulations respecting the use of the property, subject to the provisions of the Articles.
 - (f) To enforce by legal means the provision of the Restrictions and Covenants, the Articles, the By-Laws of the Association, and any Rules and Regulations for the use of the property hereafter adopted.
 - (g) To designate and employ personnel for reasonable compensation necessary for the administration and management of the Association and maintenance of the property and to dismiss same provided any such contract for the management and performance of services is timed so that it terminates at the next annual meeting of the Association.
 - (h) To carry insurance for the protection of the lot owners and the Association against casualty and liabilities relating to any common areas, and to carry directors and officers liability insurance

ARTICLE 4

OFFICERS

1. The executive officers of the Board of Directors of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom must be directors. The Board of Directors may from time to time designate and elect such officers, and designate their powers and duties as the Board may find to be prudent to manage the affairs of the Association.
2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine necessary and appropriate, to assist in the conduct of the affairs of the Association and to preside over the members' meetings.
3. The Secretary shall keep the minute book where the resolutions of all proceedings of the directors and the members shall be recorded. He shall attend to the giving and serving of

all notices to the members and directors and other notices required by law. He shall keep the records of the Association, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President.

4. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the association in accordance with good accounting practice, and he shall perform all other duties incident to the office of treasurer. Assistance from accounting professionals and billing professionals may be requested subject to board approval.
5. The compensation of all employees of the Association shall be contracted for and fixed by the directors.
6. Any of the duties of said officers with the approval of the Board of Directors, may be delegated to a manager or management company chosen by the Board of Directors, provided that the Board remains responsible for the oversight and supervision of the faithful performance of these duties.

ARTICLE 5

FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Restrictions and Covenants and Articles of Incorporation shall be supplemented by the following provisions:

1. Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each lot. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates & amounts in which the assessments come due, the amounts paid upon the account and the balance due on assessments.
2. Budget.
 - (a) Developer, through the original Board of Directors, shall adopt and present the initial and any subsequent budget to serve until the end of the calendar year in which it is presented. Beginning at the first of the year after it is elected, the member elected Board of Directors shall thereafter adopt a budget for each calendar year which shall contain the estimated funds required to defray common expenses of the Association (which may include such reserve accounts as the Board of Directors may in their discretion establish), including, but not limited to, the following items:
 - (1) Common Expense Budget:
 - (i) Maintenance, repair and operation of Common areas and property owned by the association.
 - (ii) Landscaping, if any.
 - (iii) Casualty insurance.
 - (iv) Liability insurance.
 - (v) Administrative and operating costs including, professional services contracts.

- (vi) All taxes and charges, other than those assessed against an individual lot in the subdivision.
 - (vii) Reserves and for contingencies.
- (2) Number of lots included under the budget expenses.
- (b) Copies of the proposed budget and the proposed assessments shall be transmitted to each lot on or before December 31 of the year preceding the year for which the budget is made.

3. Assessments.

- (a) Assessments against the lot owners for their respective percentage of shares of the annual budget shall be made on or before December 31 of the year preceding the year for which assessments are made. Such assessments shall be due in advance in twelve (12) monthly, quarterly or annual installments as approved by the Board of Directors. As provided, if an annual assessment is not timely made as required, the assessment shall be presumed to have been made in the amount of the last prior annual assessment. In the event the prior annual assessment in fact proves to be insufficient, the deficit may be collected by a supplemental assessment approved at any time by the Board of Directors.
- (b) Assessments for common expenses to defray the costs of special assessments which cannot be paid from the annual assessments for common expenses shall be made only after notice of the need therefore to the lot owners. After such notice and upon approval in writing by persons entitled to cast more than fifty-one percent (51%) of the vote of the members, the assessment shall become effective, and it shall be due after thirty (30) days notice thereof in such manner as the Board of Directors may require.
- (c) The Board of Directors may directly make special assessments without a fifty-one percent (51%) vote of the membership to defray or recover the remediation expenses caused by emergencies or accidents, natural disasters or acts of god, where such an event severely limits or makes impossible the ability of board to solicit the membership to cast a vote, or in the event where remediation from such an event is done to prevent additional expense, damage or liabilities from being incurred.
- (d) The depository of the Association shall be such banks as shall be designated from time to time by the directors and in which the monies of the Association shall all be deposited. Withdrawal of monies from such accounts shall be only by checks signed by persons as are authorized by the directors.
- (e) The collection of assessments may be delegated to a professional company if it is deemed appropriate by the Board of Directors.

ARTICLE 6

PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Restrictions and Covenants, Articles of these By-Laws or the laws of the State of Louisiana.

ARTICLE 7

AMENDMENTS

Amendments to the By-Laws shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution adopting a proposed amendment must receive approval by a vote of the owners of the lots representing fifty-one percent (51%) of the total voting power of the Association.
3. Initiation: An amendment may be proposed by either the Board of Directors or by the members of the Association.
4. Effective dates: An amendment when adopted as set forth above shall become effective only after being recorded in the corporate minute book and certified by the corporate secretary having been adopted.
5. These By-Laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Restrictions and Covenants.
6. No amendment shall change the voting rights or assessment responsibilities of any member

ARTICLE 8

ARBITRATION

The Association through its Board of Directors will act as an arbitrator in any dispute between or among the property owners arising out of the operation or administration of the subdivision property, Should any owner contest the decision reached by the Association then the parties to the dispute may elect alternative legal means of dispute resolution or, the Association, through its Directors, shall select an arbitrator, and the matter or matters in dispute shall be submitted to the arbitrator for arbitration in accordance with the rules adopted by the American Arbitration Association. The decision of the arbitrator shall be binding on all lot owners and the Association. All costs of any such arbitration shall be borne equally by the lot owners involved on a pro-rata basis unless the award of the arbitrators is entirely against one lot owner, in which case said lot owner shall be solely responsible for all costs of said arbitration.

ARTICLE 9

ARCHITECTURAL CONTROL COMMITTEE

1. The Association through its Board of Directors shall establish The Woodlands Architectural Control Committee (TWACC) consisting of five members to be chosen on an annual basis:
 - a) Three of which are chosen by the Board of Directors and shall consist of two Officers of the Board of Directors, and one member of the Board of Directors who is not an officer.
 - b) Two of which are nominated from the general membership of the association, and elected by a 51% vote of the quorum during the annual meeting.

2. Any position vacated on the TWACC will be temporarily replaced by the choice of the Board of Directors of the Association until the position is permanently filled by the means which TWACC membership is filled on an annual basis.

3. The duties, authorities and actions of the TWACC shall be governed by the Covenants and Restrictions of the Subdivision.

The foregoing were adopted as the By-Laws of this corporation, a corporation not for profit organized under the laws of the State of Louisiana.

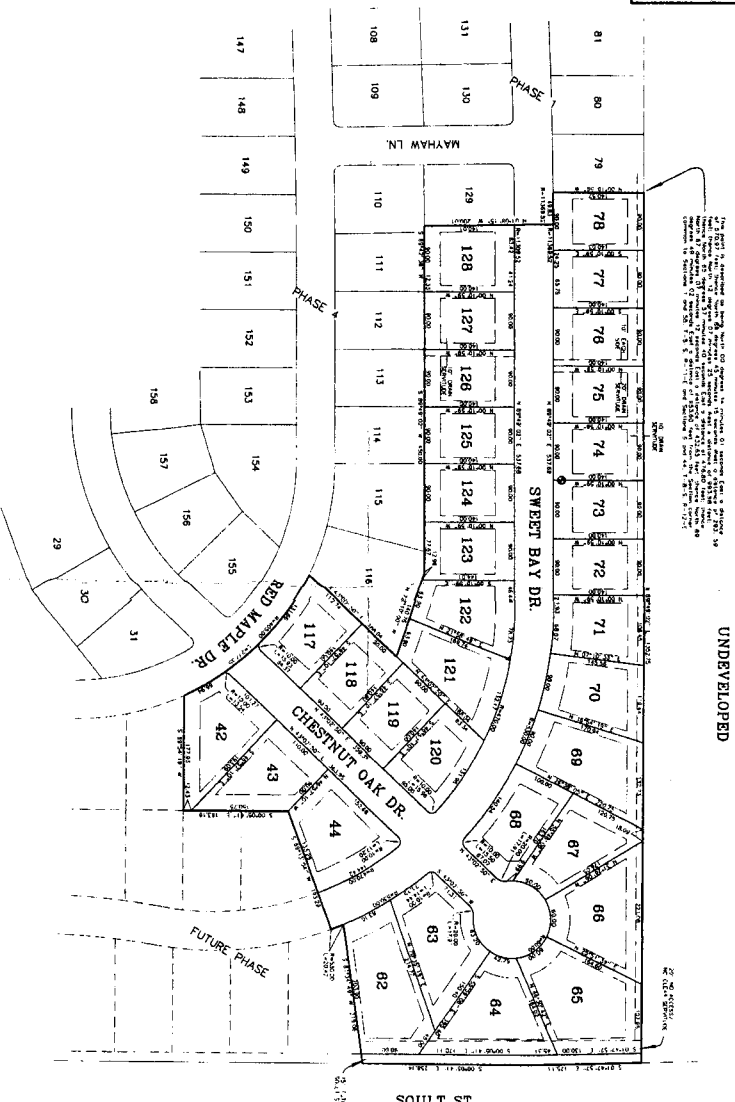
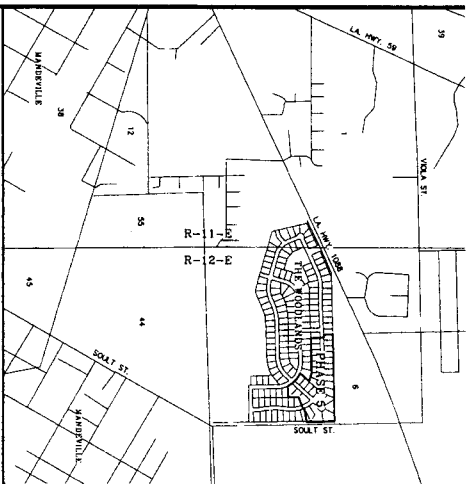
Dated this day _____ of _____, 2006.

The undersigned appointed directors do hereby consent to and adopt the above By-Laws.

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| _____ | _____ |
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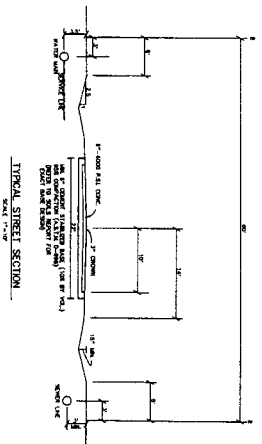
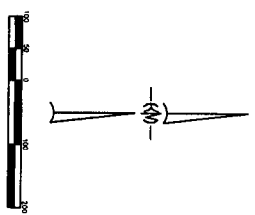
THE WOODLANDS, PH. 5

SECTION 6, T-8-S, R-12-E,
ST. TAMMANY PARISH, LOUISIANA



THIS MAP IS A PRELIMINARY MAP OF THE PROPOSED LOTS AND STREETS IN THE SECTION 6, T-8-S, R-12-E, ST. TAMMANY PARISH, LOUISIANA, AND IS NOT TO BE CONSIDERED A FINAL MAP. THE FINAL MAP WILL BE PREPARED AND FILED WITH THE CLERK OF COURT, ST. TAMMANY PARISH, LOUISIANA, UPON THE COMPLETION OF THE PROJECT.

UNDEVELOPED



NOTES:

1. THE PROPERTY IS TO BE DEVELOPED IN ACCORDANCE WITH THE ZONING ORDINANCES OF ST. TAMMANY PARISH, LOUISIANA.
2. THE PROPERTY IS TO BE DEVELOPED IN ACCORDANCE WITH THE SUBDIVISION MAP ACT, LA 48:151.
3. THE PROPERTY IS TO BE DEVELOPED IN ACCORDANCE WITH THE SUBDIVISION MAP ACT, LA 48:152.
4. ALL OTHER NOTES ARE AS SHOWN ON THIS MAP.

CURVERT SCHEDULE

| Subvert Size | Lot Number |
|--------------|--|
| 15" | Lots 62, 64, 67, 69-73, 121-124 |
| 18" | Lots 43, 44 @ Both Streets, 63 @ Both Streets, 64 @ Both Streets, 74, 77, 117 @ Both Streets, 118, 119, 120 @ Both Streets, 123, 124 |
| 24" | Lots 42 @ Both Streets, 78, 117 @ Chestnut Oak |



DATE: 2-13-97
 BY: Kelly McLaughlin
 TITLE: Professional Engineer
 PROJECT: THE WOODLANDS, PH. 5

DISCLAIMER: THE SURVEYOR OF THE STREETS AND LOTS ON THIS MAP IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY DATA OR THE RESULTS OF THE SURVEY. THE SURVEYOR HAS CONDUCTED A VISUAL CHECK OF THE SURVEY DATA AND HAS FOUND IT TO BE REASONABLY ACCURATE. THE SURVEYOR HAS NOT CONDUCTED A FIELD CHECK OF THE SURVEY DATA. THE SURVEYOR HAS NOT CONDUCTED A FIELD CHECK OF THE SURVEY DATA. THE SURVEYOR HAS NOT CONDUCTED A FIELD CHECK OF THE SURVEY DATA.

THE WOODLANDS, PH. 5
 SECTION 6, T-8-S, R-12-E,
 ST. TAMMANY PARISH, LA.

KELLY J. McLAUGHLIN & ASSOC., INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 825 OAKVIEW ST. #200
 HANCOCKVILLE, LA 70701

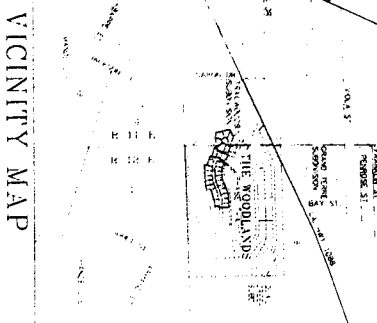
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| DATE | JUL 97 | SCALE | AS SHOWN |
| PROJECT | 1516 | DATE | 12/29/96 |
| CLIENT | KJM | DATE | 96-318-1 |

Map File # 1516

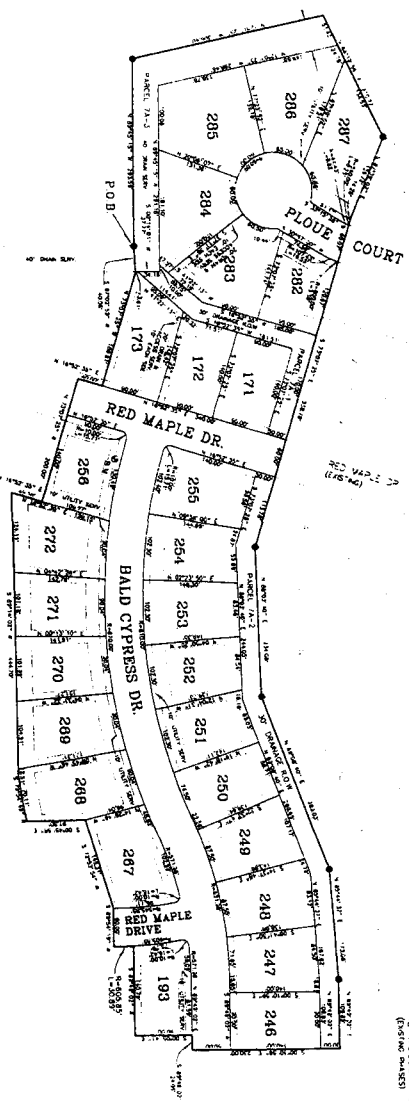
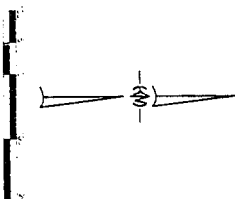
THE WOODLANDS

PHASE 7-A

SECTION 1, T-8-S, R-11-E &
SECTION 6, T-8-S, R-12-E



VICINITY MAP



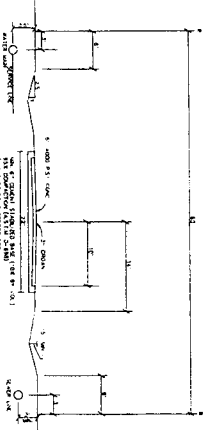
THE WOODLANDS
(EXISTING LOTS)



Kelly J. McLaugh
11-10-2000 1793

DATE: 11-10-2000
TIME: 11:10 AM
PROJECT: THE WOODLANDS PHASE 7-A
SECTION 1, T-8-S, R-11-E & SECTION 6, T-8-S, R-12-E
ST. TAMMANY PARISH, LA.
KELLY J. McLAUGH & ASSOC., INC.
CIVIL ENGINEERS & LAND SURVEYORS
840 CALVEZ ST. - NARDEVILLE, LA.

SECTION 1, T-8-S, R-11-E
SECTION 6, T-8-S, R-12-E



TYPICAL STREET SECTION

LOT NUMBER
171-173, 175 & 176
177-179, 181 & 182
183 & 184
185 & 186
187 & 188
189 & 190
191 & 192
193 & 194
195 & 196
197 & 198
199 & 200
201 & 202
203 & 204
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275 & 276
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283 & 284
285 & 286
287 & 288

LEGAL DESCRIPTION
A certain portion of Section 1, Township 8 North, Range 11 East, and Section 6, Township 8 North, Range 12 East, of the Eastern Shore of the Parish of St. Tammany Parish, Louisiana, and more particularly, that portion of said sections 1 and 6, which is bounded on the north by the Parish line, on the east by the Parish line, on the south by the Parish line, and on the west by the Parish line, and containing 13,000 acres of land, more or less, and the same is more particularly described as follows: ...

NOTES:
1. ALL LOT CORNERS SHOWN WITH 1/4" DIA. PINS.
2. THIS PROPERTY LIES WITHIN A FLOOD HAZARD ZONE.
3. ALL LOTS ARE SUBJECT TO AN EASEMENT SERVITUDE.
4. RECORD MAP NO. 100,000, 100,001, 100,002, 100,003, 100,004, 100,005, 100,006, 100,007, 100,008, 100,009, 100,010, 100,011, 100,012, 100,013, 100,014, 100,015, 100,016, 100,017, 100,018, 100,019, 100,020, 100,021, 100,022, 100,023, 100,024, 100,025, 100,026, 100,027, 100,028, 100,029, 100,030, 100,031, 100,032, 100,033, 100,034, 100,035, 100,036, 100,037, 100,038, 100,039, 100,040, 100,041, 100,042, 100,043, 100,044, 100,045, 100,046, 100,047, 100,048, 100,049, 100,050, 100,051, 100,052, 100,053, 100,054, 100,055, 100,056, 100,057, 100,058, 100,059, 100,060, 100,061, 100,062, 100,063, 100,064, 100,065, 100,066, 100,067, 100,068, 100,069, 100,070, 100,071, 100,072, 100,073, 100,074, 100,075, 100,076, 100,077, 100,078, 100,079, 100,080, 100,081, 100,082, 100,083, 100,084, 100,085, 100,086, 100,087, 100,088, 100,089, 100,090, 100,091, 100,092, 100,093, 100,094, 100,095, 100,096, 100,097, 100,098, 100,099, 100,100, 100,101, 100,102, 100,103, 100,104, 100,105, 100,106, 100,107, 100,108, 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ACT CREATING
DEED RESTRICTIONS
AND COVENANTS

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

BY: SIM LAND DEVELOPMENT CO., INC.

FOR: THE WOODLANDS

BE IT KNOWN, that on this 10th day of JANUARY, 1995.

BEFORE ME, Martha L. Jumonville, Notary, in the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

SIM LAND DEVELOPMENT CO., INC. a corporation organized under the laws of the State of Louisiana, domiciled and doing business in St. Tammany Parish, Louisiana, herein represented by G. ROGERS SMITH, President, by resolution of the Board of Directors previously filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is declared to be 845 Galvez Street, Mandeville, Louisiana 70448 (hereinafter referred to as "Developer").

WHICH DEVELOPER DECLARED, that it is the record owner of a portion of ground located in Section 1, Township 8 South, Range 11 East, and Section 6, Township 8 South, Range 12 East, St. Tammany Parish Louisiana, being a parcel containing 22.8934 acres of land, on which 46 residential lots have been developed, known as THE WOODLANDS. Said parcel is described in accordance with the plat and survey prepared by Kelly J. McHugh & Associates, Inc., hereinafter referred to as the "plat". Full legal descriptions of the parcels and the location of the said lots thereon, are shown by reference to the said subdivision plat which has been approved by the Parish authorities, and duly filed with the Clerk of Court, St. Tammany Parish, as Map File No. 1290, all of which is incorporated hereby by reference.

AND WHICH DEVELOPER DECLARED, that it desires to submit THE WOODLANDS to certain deed restrictions and covenants in order to provide for the preservation of values and in the subdivision, and in order to accomplish this end it is necessary that these deed restrictions and covenants be placed of record.

NOW THEREFORE, the Developer hereby declares that all lots in The Woodlands, shall be and is held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and approved

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subject to the covenants, privileges, restrictions and contractual obligations and rights as hereinafter set forth, all of which are declared to be in aid of a plan for the improvement of the Property. These Deed Restrictions and Covenants shall be deemed to run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

COVENANTS, DEED RESTRICTIONS AND OBLIGATIONS
FOR THE WOODLANDS

I. DEFINITIONS

1. Architectural Committee - Shall mean and refer to The Woodlands Architectural Control Committee authorized and provided for hereinafter (TWACC).

2. Developer - Shall mean Sim Land Development Co. Inc., its successors, assigns, or transferees.

3. Lot - Shall mean each of the subdivided parcels of real property designated for residential construction and private ownership in The Woodlands, as shown on the recorded plat, and any other lots in future phases of the subdivision if developer elects to add future phases to these restrictions, as adjacent land owned or hereafter purchased by developer is developed.

4. Rules and Regulations - Shall mean the Rules and Regulations as may be promulgated by the TWACC from time to time, governing the rules and standards for construction and the procedures for obtaining necessary prior approval for site preparations and construction.

5. Association - Shall mean and refer to The Woodlands Property Owners Association, a non-profit corporation owned entirely by all of the property owners of the subdivision herein described, and future phases as developed.

6. Directors - Shall be the directors who administer and run the Association, as set out in the Articles of Incorporation therein.

II. USE OF PROPERTY

1. The subdivision was approved for single-family use by the property Parish authorities. The lots shall be subjected to no other use than those allowed under the zoning ordinance of the Parish of St. Tammany on the date of this instrument. Developer may, however, utilize a lot or lots as sales and/or administration offices until all lots are sold.

2. All improvements on the lots shall be constructed in accordance with the requirements provided herein below and shall thereafter be maintained by the owner in a clean, safe, attractive condition and in good repair.

III. PROHIBITED ACTIVITIES

1. No animals, birds, or fowl shall be kept or maintained on any part of the property except for dogs, cats, and pet birds, which may be kept thereon in reasonable numbers as pets for the

pleasure and use of the occupants, but not for any commercial use or purpose.

2. Clothes lines or similar outdoor drying apparatus shall not be located on the subject property and are expressly prohibited.

3. No accumulation, storage or burning of any trash and no accumulation or storage of litter, lumber, scrap metal, building materials, new or used, shall be permitted in open areas of any lot, provided, however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvement located upon any lot, for periods deemed reasonable by the TWACC.

4. No structure of a temporary character such as a trailer, camper, camp truck, house trailer, mobile home, or other prefabricated trailer, house trailer, or recreational vehicle or other vehicle having once been designed to be moved on wheels, no tents, shacks, barns or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Further, no such trailer, camper, camp truck, junk vehicle, recreational vehicle, motorcycle, boat and/or boat trailer shall be kept on any lot or in the street adjoining any lot in the subdivision. It is provided, however, that this restriction shall not apply to such vehicles, motorcycles, boats and/or trailers, or machinery or equipment enclosed and kept within a garage or behind a fenced or landscaped enclosure approved by TWACC but not in the front yard (the front yard being measured from the front of the house to the front property line, or the side yard of a corner lot (the side yard being measured from the side of the house to the side property line adjoining the street right of way).

5. Trees - Except for those trees that must of necessity be removed in order to clear any lot or portion of a lot for purpose of the construction of improvements thereon, no sound trees measuring in excess of six (6) inches in diameter and three (3) feet above the ground shall be removed without written approval of the TWACC. Further, before cutting any tree, builder or owner should take every precaution to protect existing trees on the lot or adjacent lots. Such precautions may include (but are not limited to) topping trees and/or any procedures as may be determined by TWACC. Further, additional care should be taken to preserve any valuable plants which may exist in the Subdivision.

6. Garbage and rubbish receptacles shall be in complete conformity with sanitary regulations and shall not be visible from the street except immediately prior to and after scheduled garbage pick up times.

7. No outbuilding shall be used for permanent or temporary residence purposes.

8. No owner will do or permit to be done any act upon his property which may be, or is, or may become, a nuisance to the other owners or which is unsafe, hazardous or illegal.

9. No individual water supply system shall be permitted. Water shall be supplied by Southeast Louisiana Water & Sewer Company, Inc.

10. No trash or junk pile shall be allowed to be placed or to remain anywhere in the subdivision, including vacant lots.

11. No changes in the elevations or drainage of the land, other than changes to meeting government regulations, shall be made on the property without prior approval of the TWACC. Such changes shall in no manner adversely affect any neighboring property.

12. All antennas (excluding T.V. antennas) must be of the concealed type installed inside attic space or other enclosure, as

approved by the Federal Communications Commission, or approved by the TWACC. Satellite dishes are allowed only if hidden from sight in a manner approved by the TWACC.

13. Outdoor speakers, radios, public address systems and the like, whether temporary or permanent, are expressly prohibited if same can be heard from adjacent lot areas. Noise emanating from inside a structure shall not be audible outside the structure. All other noise which offends, disturbs or constitutes a nuisance is expressly prohibited.

14. There shall be no individual sewerage treatment plants or septic tanks. Such services will be provided exclusively by Southeast Louisiana Water & Sewer Company, Inc.

15. No work or construction of any kind can be done on the Property except with the approval of the TWACC.

16. No owner shall install or cause to be installed any mailbox except as approved by the TWACC. The TWACC reserves the right to require standardized mailboxes for all lots, which will be supplied by TWACC for the cost thereof. No owner shall install or cause to be installed any exterior lamp posts or "street lighting" except as approved by TWACC. The TWACC reserves the right to require standardized lighting by electrical or gas lit lamp posts, which will be supplied by TWACC for the cost thereof.

IV. EASEMENT OVER LOTS

The developer shall have the right to grant reasonable licenses, easements and rights of way for sewer, water, storm drain, telephone, electricity, gas, cable T.V. and other utility lines and for streets or rights of passage over portions of the lots prior to the sale of the lot to the owner occupant.

V. MEMBERSHIP IN THE WOODLANDS PROPERTY OWNERS ASSOCIATION

Any purchaser in this subdivision takes note and acknowledges by purchasing a lot herein that there shall be established a property owners association incorporated as a non-profit corporation, to be known as The Woodlands Property Owners Association (or some similar name), the membership of which is comprised of all owners of property located in The Woodlands. It is noted that developer owns and/or may purchase hereafter surrounding land and reserves the right to add such property, as developed, to these deed restrictions and covenants or similar residential restrictions and covenants. At that time the developer may also designate that the purchasers of lots therein will become members of this same association.

One membership, carrying with it the privilege of one vote, shall be assigned for each lot in the subdivision. The vote of each lot may be further divided among the owners of the lot. A person owning one or more lots shall be entitled to a vote for each lot owned. Owners of a fractional vote shall be able to cast their fractional vote or may assign their vote to one person who shall be authorized to vote the lot as a whole. In no event shall any singular lot have more than one vote. The right of each lot to cast one vote may not be varied or diluted thereafter, provided however, that voting rights shall be actuated only when 75% of all lots, including all future phases have been sold by developer.

Common property will eventually include, the streets herein, as designated on the plat, and any additional common property may be designated in later phase(s) of the subdivision. All common property will eventually be owned by and from this date forward shall be maintained by the Association but, at present is owned by Developer.

This association shall implement the provisions of these restrictions.

VI. ARCHITECTURAL CONTROL AND CONSTRUCTION

1. Architectural Control. No structure shall be erected on any lot or elsewhere on the Property by any person, firm or corporation without the prior approval of the Architectural Committee. For purposes of this section, the word "structure" shall be construed most broadly and shall include but not limited to buildings, swimming pools, fences, sheds, walls, porches, signs, towers, driveways, walks, television antennae, storage facilities and any other thing erected or placed on any part of the Property. For purposes of this section, any addition to a present structure shall be considered a structure and shall require architectural approval. If the Architectural Committee has not taken action on the application for the construction within 30 days after receipt of the required plans, then the construction of the subject structure shall be deemed approved. There may be a reasonable fee charged to submit plans for approval. In addition to the matter otherwise provided herein, architectural control shall include the approval of a structure's size, structural construction materials, exterior appearance and location on the lot. The architectural control committee has the authority to disapprove structures which it deems not to coincide with the aesthetics of the subdivision or which it deems to be too repetitive within the subdivision, in its sole discretion. The architectural control committee shall be composed of at least 3 persons and no more than 5 persons, and shall be known as the TWACC. A majority of members must be present for meetings and all matters not approved by a majority vote are denied.

2. Commencement and period of construction. Construction must commence as soon as practicable after, but in no event more than six (6) months after obtaining the approval of the TWACC, unless the committee grants an extension. Construction must be substantially completed within twelve (12) months from the commencement of work. All necessary building and related permits must be obtained prior to commencement of construction, and all construction must be performed in accordance with any regulations promulgated by the TWACC from time to time, and applicable building codes, and in accordance with the plans and specifications submitted to and approved by the TWACC. Any change in plans and specifications during construction from those approved by the TWACC shall be resubmitted for specific approval.

3. Disclaimer. Review of plans and specifications by the TWACC is for the purpose of assuring the desired aesthetics for the subdivision and the steady quality of construction on the property affected by these restrictions and is not intended nor shall it be construed to be for the benefit of any other party(ies). No party who submits plans and specifications shall have any right or cause of action against the TWACC for alleged negligent or intentional failure to advise of any deficiencies or defects therein, it being understood that same is not being monitored.

4. Sign Control. No sign shall be placed on a lot or on the exterior of any building constructed on a lot without prior approval of the TWACC, except a sign offering a lot or lots for sale. Such for sale signs may not exceed four (4) square feet. However, a larger sign may be erected by the developer at a location approved by the TWACC. This section does not affect signs announcing the name of the subdivision, which shall be of such size and at such location as the TWACC determines appropriate.

5. Despite any provisions to the contrary in any property association rules and guidelines which might be hereafter made, so long as the developer continues to own one lot, the developer has the right to appoint three members to the architectural control committee. This provision may not be amended so long as the developer continues to own one lot herein, or new phases.

6. Authority to Grant Variances. The TWACC shall have the exclusive power and authority to grant variances from the strict application of any of these covenants provided that such variances shall not subvert the purpose and principal thereof. The grant of a variance should be based upon the TWACC's opinion that the variance will improve the quality and/or appearance of the project or will alleviate practical difficulties or undue hardship. Such variances as may be presented to the TWACC shall be considered on an individual, case by case basis, and shall not be deemed to set any precedent for future decisions by TWACC. Nor shall the grant of a variance in any manner alter the force or effect of the restrictions with regard to other lots. Variances required by law to be granted by the Parish's Board of Adjustments or similar board must be sought directly.

VII. MEMBERS' RIGHT OF ENJOYMENT

Subject to the provisions of these restrictions, and any regulations established by the TWACC or the Association, every member shall have a right to use and enjoy the property or lot acquired and owned by the said member as the legal owner thereof, subject to the provisions of and restrictions contained in these restrictions and covenants:

(a) The right of the Association, in accordance with its rules and by-laws, to take such legal action as might be prudent and necessary to enforce the restrictions herein, including legal action, through an attorney employed by the association if deemed appropriate, and the right to maintain and mortgage any common property which might hereafter be acquired to maintain or improve same.

(b) The right of the Association, to take such steps as are reasonably necessary to protect the property values in the said subdivision, and to prevent unsightly accumulations, and the like from remaining on the property of any member, in violation of these restrictions, and

(c) The right of the Association to suspend the voting rights of any member, for any period during which any assessment made by the association remains unpaid and for any period not to exceed thirty (30) days for an infraction of any of the published rules and regulations of the Association or these restrictions.

VIII. ANNUAL ASSESSMENTS AND CARRYING CHARGES

1. Each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who become a record owner of a lot, whether or not it shall be so expressed in the act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, an annual sum also sometimes referred to as "dues" "assessments" or "carrying charges", equal to the member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, to meet its annual expense, including but in no way limited to the following:

(a) The cost of all insurance, operating, maintenance and repair expenses, expenses for services rendered and reserved as authorized and approved by the Association, for common areas.

(b) The cost of necessary management and administration,

(c) The cost of any security guard services, or other services rendered at the request of the Association.

The Association by vote shall determine the amount of assessment annually, but may do so at more frequent intervals should circumstances require. These annual assessment may be levied and collected on a quarterly, semi-annual or annual basis, and pre-payment may be made without penalty. Notices of

assessments adopted shall be mailed to all property owners, but the failure to do so shall not nullify the assessment, same still being due and owing, but shall mean that member not notified shall not be subject to any penalty for failure to pay any assessment he has not been notified of. Each lot owner shall pay the proportionate share of the annual assessment. Until the Association is activated, Developer is authorized to approve reasonable annual assessment and bill for and collect same.

In addition to the annual assessments, the Association shall have the right to levy special assessments deemed necessary and appropriate, approved by fifty one (51%) percent of the members of the Association, at a meeting called for this purpose by written notice sent at least ten (10) days and not more than thirty (30) days in advance of such meeting, setting forth the purpose of the meeting.

Should any property owner fail to properly maintain its property, ground and/or facilities, or in any manner allow its property to become detrimental to the aesthetic scheme of the subdivision, or violate these restrictions in any manner, then the Association, its agent, employees, and/or contractors shall have the right to enter upon the property in order to take such corrective actions as will alleviate the situation. In this instance:

- i) Such an entry by the Association, its agent, employees, and/or contractors upon the property shall not be deemed to be a trespass.
- ii) Prior to entry upon the property, the Association shall give written notice to the property owner by certified mail, that failure of the owner to remedy the deficiencies complained of within five (5) days of receipt of demand may result in the Association's entry upon the property to remedy the situations complained of.
- iii) The Association shall assess the property owner for the full costs of such work performed for the owner's benefit. The Association shall have the right to continue taking such corrective actions from time to time until the property owner pays the assessment levied and arranges to accomplish the task of rectifying the situation.
- iv) Should the property owner fail to assume his responsibility with regard to grounds and/or facility maintenance within thirty (30) days of receipt of the certified demand letter then the Association shall have the authority to issue a penalty in the amount of \$100.00 monthly in addition to the actual costs to maintain the grounds and/or building in good condition and in compliance with these restrictions.

2. Non-payment of Assessments. Any assessment levied pursuant to this act or to any authorized by the Association or any installment thereof, which is not paid within fifteen (15) days after it is due shall be delinquent and shall bear interest at the rate of twelve (12%) percent per annum, and may also subject the member to pay such other penalty or late charge as the Association may fix, not to exceed 25% of the amount due, with a fifty one (51%) percent vote based on all members.

The Association may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association in a prominent location within the subdivision.

3. Enforcement of Assessments and Restrictions. Any assessment authorized hereunder shall be a debt obligation of the lot and the owner(s) of the lot against which it is levied. In the event of non-payment of an assessment within fifteen (15) days as provided above, a lien affidavit setting forth the amount due shall be filed against the lot and the owner thereof, as is authorized by and provided for in the La. R.S. 9:1145, et seq. The Association is further authorized to file suit in its own name in any court of competent jurisdiction to perfect said lien and collect said assessment, late charges and other penalties, as well as to enforce any other provision of these restrictions. The party cast in judgment shall pay all reasonable legal fees and court costs.

4. Assessment Certificates. The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act, or to any other party at legitimate interest such a mortgage lender holding or intending to acquire a security interest in the property, a certificate in writing signed by an officer of the Association, setting forth the status of the assessment(s), i.e. whether paid or unpaid. Such certificate shall be presumptive evidence of the payment of any assessment therein stated to have been paid. A reasonable fee may be levied in advance by the Association for each certificate so delivered, to be paid by the requesting party.

5. Acceleration of Installments. Upon default in the payment of any one or more period installments of any assessment levied pursuant to this act, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Association and declared to be due and payable in full.

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

IX. NECESSARY VOTE OF ASSOCIATION MEMBERS

Any action of the Association is required to be voted on shall be deemed approved and authorized by a vote of 51% of the members.

X. NOTICE OF MEETINGS

Notice of meeting of the Association shall be in writing and directed to all property owners of record as of the date of the notice, which notice shall be sent at least ten (10) days prior to the date of the meeting setting forth the date, time and place thereof, and the matters to be considered. A vote of fifty one (51%) percent of all owners, whether in attendance or not, is required to approve actions, and shall bind all members present or not.

XI. SPECIAL PROVISIONS

1. Approval of Plans. The owner/builder shall submit two (2) sets of plans to the TWACC at the office of Kelly McHugh, 845 Galvez Street, Mandeville, La. 70448. One set of plans will be signed as either approved or rejected within a reasonable time period. The signed set will be returned, the other retained for the committee's records. There may be a reasonable fee charged for the review and approval process.

2. Approval of Site Plan. The owner/builder shall submit a site plan showing the building size, slab elevation, setback lines, driveway location, any other paving, fences and culverts to scale, to the office of SIM Land Development Co., Inc.

3. Dwelling Size. No dwelling shall be constructed on any lot having less than two thousand (2,000) square feet of living area (heated and cooled), this being exclusive of open porches and garages. For a structure of more than one (1) story, there will not be less than one thousand two hundred (1,200) square feet of living area on the ground floor. Each residence will have in addition, at least a two car garage.

4. Building Location - Culverts - Elevations

(A) The front, rear and side yard requirements which shall apply to all lots in the subdivision, are those described under "Restrictive Covenants" in the top right hand corner of the plat, or as shown on the plat itself. Any and all greenbelts, servitudes, and the like as shown on the plat, are adopted and incorporated and construction of any nature which interferes with the servitude or greenbelt is prohibited. These yard requirements apply to both the primary living structure and accessory buildings. The architectural style, proportions and materials of the accessory building should match or be compatible with that of the primary structure, and plans and locations therefor must be submitted just as for the primary structure. TWACC may grant set back variances for accessory buildings or structures in its discretion.

(1) All driveways and aprons and off street parking areas must be finished with a top layer of concrete. Gravel may only be used as the surface layer during the construction of a home, but not permitted after the home is completed. All driveways must have a culvert approved in size by the TWACC. Each driveway must have two (2) expansion joints, one on either side of the culvert. Developer reserves the right to designate an engineer to assure proper culvert size and elevation and for a subcontractor to install the culvert to proper elevation at property owner's expense. However if the builder or owner does not properly install the culvert, he will be notified by the TWACC and failure to correct same within fifteen (15) days of notice will result in TWACC correcting same and the assessment of this cost to the lot owner or builder.

(2) The placement of driveways on lots must be approved by the TWACC to assure that there are not entrances or exits of driveways which interfere with traffic flow at intersections and to assure that aesthetics of the overall subdivision are preserved.

(3) Any owner who owns two or more adjacent lots, may construct a building across the common side line of the lots, subject to compliance with all other setback requirements. There can never be more than one dwelling on any one lot.

(4) Construction of any nature except fences which do not interfere with the use of the servitude, is prohibited in any utility or drainage easements. Driveways, naturally are a further exception, and may cross servitudes, to join the street.

(5) The minimum elevation for the lowest floor of all residences shall be determined from the latest FEMA Flood Insurance Rate Maps, as obtained from the Parish Engineering Department or a licensed surveyor.

(6) The TWACC will require that all piers on raised houses be faced with a material which is compatible with the building materials of the residence, and that lattice or other material be used to close/skirt in the open area between the piers.

5. Fences. All fences must be approved prior to construction by the TWACC for both placement and materials. No fence shall extend beyond the back corner of the house, it being the intention that only rear yards be fenced. Fences should not exceed six (6') feet in height. No barbed wire or other dangerous material can be used. No chain link is allowed on any residential lot. No fence,

wall, hedge or shrub which obstructs sight lines at elevations between two (2') feet and six (6') feet above the roadway shall be placed or permitted to remain on any corner lot within the triangle area formed by the street property lines and the lines connecting them at points twenty five (25') feet from the intersection of the street lines extended. The same sightline limitations apply on any lot within twenty (20') feet from the intersection of a street property line with the edge of a driveway pavement. No tree or shrub shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

XII. GENERAL PROVISIONS.

1. Term. Each provision of this act shall continue and remain in full force and effect for a period of twenty-five (25) years and thereafter shall be automatically extended for successive periods of ten (10) years each unless within one (1) year prior to the expiration of any expiration period, this act is terminated by recorded instrument signed by the owners of not less than fifty one (51%) percent of the lots of record as of the date of the instrument of termination.

2. Amendments. Any provisions contained in this act may be amended by the recordation of a written instruments specifying the amendment or the repeal, executed by the owners of seventy five (75%) percent of the lots of record as of the date of the instrument(s). The foregoing notwithstanding, during such time as the Developer is the owner of at least one lot in this phase or any later phase which the Developer adds to the provisions of these restrictions, Developer has the authority acting alone to amend the restrictions to the extent deemed necessary and advisable for its legitimate business purpose.

3. Effect of Provisions of Act. By filing these restrictions before the sale of any lot in this subdivision, each provision of this act shall be deemed incorporated into each deed or other instrument by which any right, title or interest in any of the property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

4. Severability. Invalidity or unenforceability of any provision in this act shall not affect the validity or enforceability of any other provision of any valid and enforceable part of this act.

5. Captions. Captions and headings herein are for convenience only and are not to be considered substantively.

6. No Waiver. Failure to enforce any provisions of this act shall not operate as a waiver of any such provision or any other provision of this act.

IN WITNESS WHEREOF, Declarant has executed this instrument as the date set forth in the presence of the undersigned competent witnesses, after reading the whole and for the purpose stated herein.

WITNESSES:

SIM LAND DEVELOPMENT CO., INC.

Anna Dugay

BY G. Rogers Smith
G. ROGERS SMITH, PRESIDENT

Sandra Mark Kay

Martha L. Jumonville
MARTHA L. JUMONVILLE, NOTARY

FIRST AMENDMENT TO
 ACT DEED RESTRICTIONS
 AND COVENANTS FOR THE WOODLANDS
 TO ADD PHASE 2 TO THE EFFECTS THEREOF
 AND TO OTHERWISE AMEND THE RESTRICTIONS

STATE OF LOUISIANA
 PARISH OF ST. TAMMANY

BY: SIM LAND DEVELOPMENT CO., INC.

BE IT KNOWN, that on this 21st day of July, 1995.

BEFORE ME, Martha L. Jumonville, Notary, in the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

SIM LAND DEVELOPMENT CO., INC. a corporation organized under the laws of the State of Louisiana, domiciled and doing business in St. Tammany Parish, Louisiana, herein represented by the undersigned officer, authorized by resolution of the Board of Directors previously filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is declared to be 845 Galvez Street, Mandeville, Louisiana 70448 (hereinafter referred to as "Developer").

WHICH DEVELOPER DECLARED, that it is the record owner of a portion of ground located in Section 1, Township 8 South, Range 11 East, and Section 6, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana, being a parcel containing 8.210 acres of land, on which 19 residential lots have been developed, known as THE WOODLANDS, PHASE 2. Said parcel is described in accordance with the subdivision plat and survey prepared by Kelly J. McHugh & Associates, Inc., hereinafter referred to as the "plat". A full legal description of the parcel and the location of the said lots thereon, are shown by reference to the said subdivision plat which has been approved by the Parish authorities, and duly filed with the Clerk of Court, St. Tammany Parish, as Map File No. 1337 all of which is incorporated herein by reference.

AND THE DEVELOPER DECLARED, that it previously reserved the right to add additional property to the effects of the restrictions, and that it desires to submit THE WOODLANDS, PHASE 2, to the same deed restrictions and covenants now of record for the original phase of the subdivision, recorded with the Clerk of

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Court, St. Tammany Parish, as Instrument No. 934971, in order to provide for the preservation of values in the subdivision.

NOW THEREFORE, the Developer hereby declares that all lots in The Woodlands, Phase 2, shall be and are held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and approved subject to the covenants, privileges, restrictions and contractual obligations and rights as established in the original restrictions recorded at Instrument No. 934971. These said Deed Restrictions and Covenants shall be deemed to run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

Further, the Developer declared that pursuant to the original restrictions, Developer, acting alone, has the right to amend the restrictions for a legitimate business purpose, and Developer does hereby amend the said restrictions for The Woodlands, all current and future phases, as follows:

Section III, Paragraph 12 of the Restrictions is hereby amended so that it shall hereafter read as follows:

#12 All antennas (excluding T.V. antennas) must be of the concealed type installed inside attic space or other enclosure as approved by TWACC. Satellite dishes are not allowed unless hidden from sight in a manner approved by TWACC or unless they are the (approximately) eighteen (18") inch "state of the art" satellite dishes which need not be enclosed but must be located on the property so as to be inconspicuous, and the location and installation approved by TWACC.

Section IV of the Restrictions is thereby amended so that it shall hereafter read as follows:

IV. EASEMENT OVER LOTS

Each lot is subject to a drainage servitude to be maintained by the lot owner, five (5') feet wide adjacent to the interior side lot line and five (5') feet along the rear of each lot, in favor of all other property in the subdivision, being the naturally occurring swale created by the placement of fill for construction on the various lots, to carry drain water along the appropriate plan. Fences constructed by property owners cannot interfere with this drainage. Further, the developer shall have the right to grant reasonable licenses, easements and rights of way, for sewer, water, storm drainage, telephone, electricity, gas, cable T.V. and other utilities and for streets and rights of passage over portions of the property or lots prior to the sale of the lot to an owner-occupant.

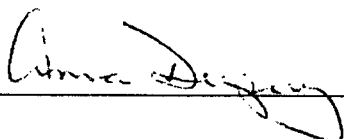
And Now In accordance, with the right reserved by Developer to create reasonable servitudes or rights of passage over portions of the lots prior to the sale of the lot (s) to the owner-occupant, as set out in Section IV of the original restrictions, there is now granted and established, a servitude of passage for a jogging trail in favor of the property owners of The Woodlands, all phases, over and across the rear ten (10) feet of Lots 79, 80, 81, 82, 83, 84, 85, 86, 87, and 88, The Woodlands, Phase I . It is noted that this servitude coincides with the location of a drainage servitude along the rear of said lots of the same width, and thus simply designates the existing servitude area for an dual purpose. TWACC shall not allow the construction of any fences or other barriers which would restrict or impede the use of the servitudes.

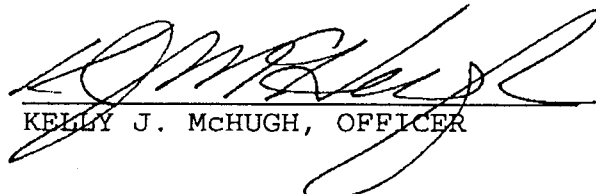
In all other respects, the restrictions as originally recorded remain unchanged.

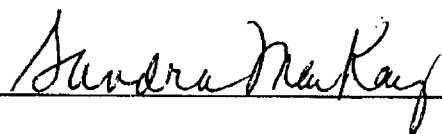
THUS DONE AND PASSED, in the presence of the undersigned competent witnesses, and me, Notary, after reading the whole and for the purposes stated herein, this 21st day of July, 1995 Covington, Louisiana.

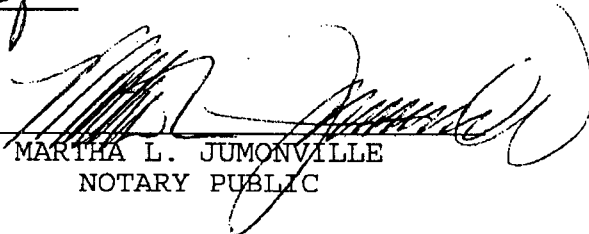
WITNESSES:

SIM LAND DEVELOPMENT CO., INC.




 KELLY J. MCHUGH, OFFICER




 MARTHA L. JUMONVILLE
 NOTARY PUBLIC

FIRST AMENDMENT TO
 ACT DEED RESTRICTIONS
 AND COVENANTS FOR THE WOODLANDS
 TO ADD PHASE 3 TO THE EFFECTS THEREOF
 AND TO OTHERWISE AMEND THE RESTRICTIONS

STATE OF LOUISIANA
 PARISH OF ST. TAMMANY

BY: SIM LAND DEVELOPMENT CO., INC.

BE IT KNOWN, that on this 10th day of January, 1996.

BEFORE ME, Martha L. Jumonville, Notary, in the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

SIM LAND DEVELOPMENT CO., INC. a corporation organized under the laws of the State of Louisiana, domiciled and doing business in St. Tammany Parish, Louisiana, herein represented by the undersigned officer, authorized by resolution of the Board of Directors previously filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is declared to be 845 Galvez Street, Mandeville, Louisiana 70448 (hereinafter referred to as "Developer").

WHICH DEVELOPER DECLARED, that it is the record owner of a portion of ground located in Section 1, Township 8 South, Range 11 East, and Section 6, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana, being a parcel containing 5.984 acres of land, on which 15 residential lots have been developed, known as THE WOODLANDS, PHASE 3. Said phase contains Lots 8-18 and Lots 167-170. Said parcel is described in accordance with the subdivision plat and survey prepared by Kelly J. McHugh & Associates, Inc., dated October 26, 1995, as revised thereafter as applicable, hereinafter referred to as the "plat". A full legal description of the parcel and the location of the said lots thereon, are shown by reference to the said subdivision plat which has been approved by the Parish authorities, and duly filed with the Clerk of Court, St. Tammany Parish, as Map File No. 1393 all of which is incorporated herein by reference.

AND THE DEVELOPER DECLARED, that it previously reserved the right to add additional property to the effects of the restrictions, and that it desires to submit THE WOODLANDS, PHASE 3, to the same deed restrictions and covenants now of record for the

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original phase of the subdivision, recorded with the Clerk of Court, St. Tammany Parish, as Instrument No. 934971, as amended by act recorded as Instrument No. 958453, in order to provide for the preservation of values in additional phases of the subdivision, as developed.

NOW THEREFORE, the Developer hereby declares that all lots in The Woodlands, Phase 3, shall be and are held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and approved subject to the covenants, privileges, restrictions and contractual obligations and rights as established in the original restrictions recorded at Instrument No. 934971, as amended by act recorded as Instrument No. 958453. These said Deed Restrictions and Covenants shall be deemed to run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

THUS DONE AND PASSED, in the presence of the undersigned competent witnesses, and me, Notary, after reading the whole and for the purposes stated herein, this 10th day of January, 1996 Covington, Louisiana.

WITNESSES:

SIM LAND DEVELOPMENT CO., INC.

Anna Dugan

Kelly J. McHugh
KELLY J. MCHUGH, OFFICER

Audra MacKay

Martha L. Jumonyille
MARTHA L. JUMONYILLE
NOTARY PUBLIC

THIRD AMENDMENT TO
 ACT DEED RESTRICTIONS
 AND COVENANTS FOR THE WOODLANDS
 TO ADD PHASE 4 TO THE EFFECTS THEREOF
 AND TO OTHERWISE AMEND THE RESTRICTIONS

STATE OF LOUISIANA
 PARISH OF ST. TAMMANY

BY: SIM LAND DEVELOPMENT CO., INC.

BE IT KNOWN, that on this 4th day of June, 1996.

BEFORE ME, Martha L. Jumonville, Notary, in the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

SIM LAND DEVELOPMENT CO., INC. a corporation organized under the laws of the State of Louisiana, domiciled and doing business in St. Tammany Parish, Louisiana, herein represented by the undersigned officer, authorized by resolution of the Board of Directors previously filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is declared to be 845 Galvez Street, Mandeville, Louisiana 70448 (hereinafter referred to as "Developer").

WHICH DEVELOPER DECLARED, that it is the record owner of a portion of ground located in Section 6, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana, being a parcel containing 12.462 acres of land, on which 31 residential lots have been developed, known as THE WOODLANDS, PHASE 4, being specifically Lots 19-31, 153-166 and 113-116. Said parcel is described in accordance with the subdivision plat and survey prepared by Kelly J. McHugh & Associates, Inc., hereinafter referred to as the "plat". A full legal description of the parcel and the location of the said lots thereon, are shown by reference to the said subdivision plat which has been approved by the Parish authorities, and duly filed with the Clerk of Court, St. Tammany Parish, as Map File No. 1435 all of which is incorporated herein by reference.

AND THE DEVELOPER DECLARED, that it previously reserved the right to add additional property to the effects of the restrictions, and that it desires to submit THE WOODLANDS, PHASE 4, to the same deed restrictions and covenants now of record for the original phase of the subdivision, recorded with the Clerk of

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Court, St. Tammany Parish, as Instrument No. 934971, as amended by act recorded as Instrument No. 958453, in order to provide for the preservation of values in the subdivision.

NOW THEREFORE, the Developer hereby declares that all lots in The Woodlands, Phase 4, shall be and are held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and approved subject to the covenants, privileges, restrictions and contractual obligations and rights as established in the original restrictions recorded at Instrument No. 934971 as amended by act recorded as Instrument No. 958453. These said Deed Restrictions and Covenants shall be deemed to run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

In all other respects, the restrictions as originally recorded, and as amended, remain unchanged.

THUS DONE AND PASSED, in the presence of the undersigned competent witnesses, and me, Notary, after reading the whole and for the purposes stated herein, this 4th day of June, 1996 Covington, Louisiana.

WITNESSES:

SIM LAND DEVELOPMENT CO., INC.

[Signature]

[Signature]
AUTHORIZED OFFICER

[Signature]

[Signature]
MARTHA L. JUMONVILLE

NOTARY PUBLIC

AMENDMENT TO ACT CREATING
DEED RESTRICTIONS AND
COVENANTS FOR THE WOODLANDS

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 8th day of January, 1997,
BEFORE ME, Martha L. Jumonville, in and for the Parish
and State aforesaid, and in the presence of the undersigned
competent witnesses, personally came and appeared:

SIM LAND DEVELOPMENT CO., INC., a corporation organized
under the laws of the State of Louisiana, domiciled and doing
business in St. Tammany Parish, Louisiana, herein represented
by Gary M. Intravia, authorized officer, by resolution of the
Board of Directors previously filed with the Clerk of Court,
St. Tammany Parish, Louisiana, the mailing address of which
is declared to be 845 Galvez Street, Mandeville, La. 70448
(hereinafter referred to as "Developer").

AND WHO DECLARED, that in accordance with the provisions
of Article XII, 2. of the original Deed Restrictions and Cov-
enants executed January 10, 1995, recorded with the Clerk of
Court, St. Tammany Parish on January 11, 1995, and on the
certification of the Developer that the Developer remains a
property owner in The Woodlands, the provisions of Article
V, paragraph 3 of the said original restrictions, are hereby
amended as follows:

Article V., paragraph 3 shall hereafter read

"Common property will include the streets herein, and
as designated on the plat, and any additional streets and
common property as is designated in later phase(s)
of the subdivision. All common property will be con-
veyed to Association described herein when Developer
has sold 75% of all lots in The Woodlands, current
and future phases, to be maintained by the Associa-
tion."

AND WHO DECLARED, that all other provisions of Article
V, of the said Deed Restrictions and Covenants for The Woodlands
remain as originally written, unless amended by separate act
now or hereafter filed with the Clerk of Court, St. Tammany

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Inst # 1030041
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Parish, Louisiana.

THE DEVELOPER DECLARED, that the herein amendment to Article V, paragraph 3 of the Deed Restrictions and Covenants for The Woodlands is made for a legitimate business purpose, so as to clarify when the common elements will be conveyed to the Association, so as to comply with the requirements made by certain lenders, which will advance funds for the purchase of homes in the subdivision.

THUS DONE AND PASSED, in the presence of me, Notary, and that of the undersigned competent witnesses, after reading the whole, and for the purposes stated herein, this 8th day of January, 1997, Covington, Louisiana.

WITNESSES:

Gary Cook
Anne Dugan

SIM LAND DEVELOPMENT CO., INC.

BY: *[Signature]*
GARY M. INTRAVIA, OFFICER

[Signature]
MARTHA L. JUMONVILLE, NOTARY

FIFTH AMENDMENT TO
ACT CREATING
DEED RESTRICTIONS
AND COVENANTS FOR THE
WOODLANDS TO ADD PHASE 5
TO THE EFFECTS THEREOF

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BY: SIM LAND DEVELOPMENT CO., INC. ST. REG # 715,225
Inst # 1034724
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BE IT KNOWN, that on this 14th day of February, 1997.

BEFORE ME, Martha L. Jumonville, Notary, in the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

SIM LAND DEVELOPMENT CO., INC. a corporation organized under the laws of the State of Louisiana, domiciled and doing business in St. Tammany Parish, Louisiana, herein represented by the undersigned officer, authorized by resolution of the Board of Directors previously filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is declared to be 845 Galvez Street, Mandeville, Louisiana 70448 (hereinafter referred to as "Developer").

WHICH DEVELOPER DECLARED, that it is the record owner of a portion of ground located in Section 6, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana, being a parcel containing 13.991 acres of land, on which 32 residential lots have been developed, known as THE WOODLANDS, PHASE 5, being specifically Lots 42-44, 62-78 AND 117-128. Said parcel is described in accordance with the subdivision plat and survey prepared by Kelly J. McHugh & Associates, Inc., hereinafter referred to as the "plat". A full legal description of the parcel and the location of the said lots thereon, are shown by reference to the said subdivision plat which has been approved by the Parish authorities, and duly filed with the Clerk of Court, St. Tammany Parish, as Map File No. 1516 all of which is incorporated herein by reference.

AND THE DEVELOPER DECLARED, that in the Original Deed Restrictions and Covenants, filed for Phase 1 of this subdivision, Developer reserved the right to add additional property to the effects of the restrictions, and that Developer desires to submit THE WOODLANDS, PHASE 5, to the same Deed Restrictions and Covenants

now of record for the original and all previous phases of the subdivision, which are recorded with the Clerk of Court, St. Tammany Parish, as Instrument No. 934971, as amended by any and all acts recorded thereafter, in order to provide for the preservation of values in the subdivision.

NOW THEREFORE, the Developer hereby declares that all lots in The Woodlands, Phase 5, shall be and are held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and approved subject to the covenants, privileges, restrictions and contractual obligations and rights as established in the original restrictions recorded at Instrument No. 934971 as amended by any and all acts recorded thereafter. These said Deed Restrictions and Covenants shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

In all other respects, the restrictions as originally recorded, and as heretofore amended, remain unchanged.

THUS DONE AND PASSED, in the presence of the undersigned competent witnesses, and me, Notary, after reading the whole and for the purposes stated herein, this 14 day of February, 1997 Covington, Louisiana.

WITNESSES:

SIM LAND DEVELOPMENT CO., INC.

[Signature]

[Signature]
AUTHORIZED OFFICER

[Signature]

[Signature]
MARTHA L. JUMONVILLE

NOTARY PUBLIC

SIXTH AMENDMENT TO
ACT CREATING
DEED RESTRICTIONS
AND COVENANTS FOR THE
WOODLANDS TO ADD PHASE 6
TO THE EFFECTS THEREOF

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BY: SIM LAND DEVELOPMENT CO., INC.

BE IT KNOWN, that on this 4th day of March, 1998.

BEFORE ME, Martha L. Jumonville, Notary, in the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

SIM LAND DEVELOPMENT CO., INC. a corporation organized under the laws of the State of Louisiana, domiciled and doing business in St. Tammany Parish, Louisiana, herein represented by the undersigned officer, authorized by resolution of the Board of Directors previously filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is declared to be 845 Galvez Street, Mandeville, Louisiana 70448 (hereinafter referred to as "Developer").

WHICH DEVELOPER DECLARED, that it is the record owner of a portion of ground located in Section 6, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana, being a parcel containing 9.126 acres of land, on which 23 residential lots have been developed, known as THE WOODLANDS, PHASE 6, being specifically Lots 32-34, 37-41, 45-51 and 54-61. Said parcel is described in accordance with the subdivision plat and survey prepared by Kelly J. McHugh & Associates, Inc., hereinafter referred to as the "plat". A full legal description of the parcel and the location of the said lots thereon, are shown by reference to the said subdivision plat which has been approved by the Parish authorities, and duly filed with the Clerk of Court, St. Tammany Parish, as Map File No. 1613 all of which is incorporated herein by reference.

AND THE DEVELOPER DECLARED, that in the Original Deed Restrictions and Covenants, filed for Phase 1 of this subdivision, Developer reserved the right to add additional property to the effects of the restrictions, and that Developer desires to submit THE WOODLANDS, PHASE 6, to the same Deed Restrictions and Covenants

DT. REG # 795,887
Inst # 1087926
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03/25/1998 09:08:00AM tbt
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now of record for the original and all previous phases of the subdivision, which are recorded with the Clerk of Court, St. Tammany Parish, as Instrument No. 934971, as amended by any and all acts recorded thereafter, in order to provide for the preservation of values in the subdivision.

NOW THEREFORE, the Developer hereby declares that all lots in The Woodlands, Phase 6, shall be and are held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and approved subject to the covenants, privileges, restrictions and contractual obligations and rights as established in the original restrictions recorded at Instrument No. 934971 as amended by any and all acts recorded thereafter. These said Deed Restrictions and Covenants shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

In all other respects, the restrictions as originally recorded, and as heretofore amended, remain unchanged.

THUS DONE AND PASSED, in the presence of the undersigned competent witnesses, and me, Notary, after reading the whole and for the purposes stated herein, this 24th day of March, 1998 Covington, Louisiana.

WITNESSES:

SIM LAND DEVELOPMENT CO., INC.

Sandra McKay

BY [Signature]
AUTHORIZED OFFICER

Anne Dugery

[Signature]

MARTHA L. JUMONVILLE
NOTARY PUBLIC

**SEVENTH AMENDMENT TO
ACT CREATING
DEED RESTRICTIONS
AND COVENANTS FOR THE
WOODLANDS TO ADD PHASE 7-A
TO THE EFFECTS THEREOF
AND TO OTHERWISE AMEND THE
RESTRICTIONS**

**STATE OF LOUISIANA

PARISH OF ST. TAMMANY**

BY: SIM LAND DEVELOPMENT CO., INC.

BE IT KNOWN, that on this 21st day of January 2000.

BEFORE ME, Martha L. Jumonville, Notary, in the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

SIM LAND DEVELOPMENT CO., INC. a corporation organized under the laws of the State of Louisiana, domiciled and doing business in St. Tammany Parish, Louisiana, herein represented by the undersigned officer, authorized by resolution of the Board of Directors previously filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is declared to be 845 Galvez Street, Mandeville, Louisiana 70448 (hereinafter referred to as "Developer").

WHICH DEVELOPER DECLARED, that it is the record owner of a portion of ground located in Section 1, Township 8 South, Range 11 East and Section 6, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana, being a parcel containing 13.006 acres of land, on which 27 residential lots have been developed, known as THE WOODLANDS, PHASE 7-A, being specifically Lots 171, 172, 173 and 193 and 246-256 and 267-272 and 282-287. Said parcel is described in accordance with the subdivision plat and survey prepared by Kelly J. McHugh & Associates, Inc., hereinafter referred to as the "plat". A full legal description of the parcel and the location of the said lots thereon, are shown by reference to the said subdivision plat which has been approved by the Parish authorities, and duly filed with the Clerk of Court, St. Tammany Parish, as Map File No. 1793 all of which is incorporated herein

St. Tammany Parish
Instrmnt #: 1182594
Registry #: 945415 BCT
01/24/2000 11:36:00 AM
MB CB X MI UCC

by reference.

AND WHO DECLARED, that in accordance with the provisions of Article XII,2. Of the original Deed Restrictions and Covenants executed January 10, 1995, recorded with the Clerk of Court, St. Tammany Parish on January 11, 1995, as Instrument No. 934971 and on the certification of the Developer that the Developer remains a property owner in The Woodlands, the provisions of Article XI, paragraph 3 of the said original restrictions, are hereby amended with regard to Phase 7-A and all future phases of the subdivision (unless otherwise specified as said phases are approved and added to the restrictions)as follows:

Article XI, paragraph 3 shall hereafter read

"Dwelling Size.No dwelling shall be constructed on any lot having less that two thousand two hundred (2,200) square feet of living area (heated and cooled), this being exclusive of open porches and garages. For a structure of more than one (1) story, there will not be less than one thousand five hundred (1,500) square feet of living area on the ground floor. Each residence will have in addition, at least a two car garage."

AND WHO DECLARED, that all other provisions of Article XI, of the said Deed Restrictions and Covenants for The Woodlands remain as originally written, unless amended by separate act now or hereafter filed with the Clerk of Court, St. Tammany Parish, Louisiana.

AND THE DEVELOPER DECLARED, that in the Original Deed Restrictions and Covenants, filed for Phase 1 of this subdivision, Developer reserved the right to add additional property to the effects of the restrictions, and that Developer desires to submit THE WOODLANDS, PHASE 7-A, to the same Deed Restrictions and Covenants now of record for the original and all previous phases of the subdivision, which are recorded with the Clerk of Court, St. Tammany Parish, as Instrument No. 934971, as amended by any

and all acts recorded thereafter and herein, in order to provide for the preservation of values in the subdivision.

NOW THEREFORE, the Developer hereby declares that all lots in The Woodlands, Phase 7-A, shall be and are held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and approved subject to the covenants, privileges, restrictions and contractual obligations and rights as established in the original restrictions recorded at Instrument No. 934971 as amended by any and all acts recorded thereafter and herein. These said Deed Restrictions and Covenants shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

In all other respects, the restrictions as originally recorded, and as heretofore amended, remain unchanged.

THUS DONE AND PASSED, in the presence of the undersigned competent witnesses, and me, Notary, after reading the whole and for the purposes stated herein, this 21th day of January 2000, Covington, Louisiana.

WITNESSES:

Sander Mackay

Ray Cook

~~SIM LAND DEVELOPMENT CO., INC.~~

[Signature]
AUTHORIZED OFFICER

[Signature]
MARTHA L. JUMONVILLE

NOTARY PUBLIC

**EIGHTH AMENDMENT TO
ACT CREATING
DEED RESTRICTIONS
AND COVENANTS FOR THE
WOODLANDS TO ADD PHASE 7-B
TO THE EFFECTS THEREOF
AND TO OTHERWISE AMEND THE
RESTRICTIONS**

**STATE OF LOUISIANA

PARISH OF ST. TAMMANY**

BY: SIM LAND DEVELOPMENT CO., INC.

BE IT KNOWN, that on this 17th day of October 2000.

BEFORE ME, Martha L. Jumonville, Notary, in the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

SIM LAND DEVELOPMENT CO., INC. a corporation organized under the laws of the State of Louisiana, domiciled and doing business in St. Tammany Parish, Louisiana, herein represented by the undersigned officer, authorized by resolution of the Board of Directors previously filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is declared to be 845 Galvez Street, Mandeville, Louisiana 70448 (hereinafter referred to as "Developer").

WHICH DEVELOPER DECLARED, that it is the record owner of a portion of ground located in Section 6, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana, being a parcel containing 12.839 acres of land, on which 29 residential lots have been developed, known as THE WOODLANDS, PHASE 7-B, being specifically Lots 174 thru 192 and 257 thru 266. Said parcel is described in accordance with the subdivision plat and survey prepared by Kelly J. McHugh & Associates, Inc., hereinafter referred to as the "plat". A full legal description of the parcel and the location of the said lots thereon, are shown by reference to the said subdivision plat which has been approved by the proper Parish authorities, and duly filed with the Clerk of Court, St. Tammany Parish, as Map File No.1859 all of which is incorporated herein by reference.

St. Tammany Parish
Instrmnt #: 1218177
Registry #: 1006494 ADT
10/18/2000 9:05:00 AM
MB CB X MI UCC

AND WHO DECLARED, that in accordance with the provisions of Article XII,2. of the original Deed Restrictions and Covenants executed January 10, 1995, recorded with the Clerk of Court, St. Tammany Parish on January 11, 1995, as Instrument No. 934971 the Developer hereby certifies that it remains a property owner in The Woodlands.

AND THE DEVELOPER DECLARED, that in the Original Deed Restrictions and Covenants, filed for Phase 1 of this subdivision, Developer reserved the right to add additional property to the effects of the restrictions, and that Developer desires to submit THE WOODLANDS, PHASE 7-B, to the same Deed Restrictions and Covenants now of record for the original and all previous phases of the subdivision, which are recorded with the Clerk of Court, St. Tammany Parish, as Instrument No. 934971, as amended by any and all acts recorded thereafter and herein, in order to provide for the preservation of values in the subdivision.

NOW THEREFORE, the Developer hereby declares that all lots in The Woodlands, Phase 7-B, shall be and are held, conveyed, hypothecated, encumbered, sold, leased, rented, used , occupied and approved subject to the covenants, privileges, restrictions and contractual obligations and rights as established in the original restrictions recorded at Instrument No. 934971 as amended by any and all acts recorded thereafter and herein. These said Deed Restrictions and Covenants shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

In all other respects, the restrictions as originally recorded, and as heretofore amended, remain unchanged.

THUS DONE AND PASSED, in the presence of the undersigned competent witnesses, and me, Notary, after reading the whole and for the purposes stated herein, this 17th day of October 2000, Covington, Louisiana.

WITNESSES:

Amanda Mackay

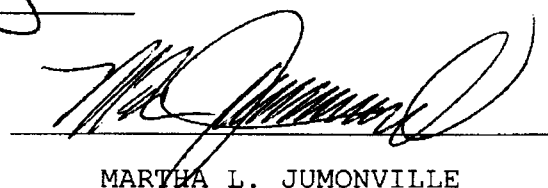
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SIM LAND DEVELOPMENT CO., INC.

BY: 

GARY M. INTRAVIA

AUTHORIZED OFFICER



MARTHA L. JUMONVILLE

NOTARY PUBLIC

**NINTH AMENDMENT TO
ACT CREATING
DEED RESTRICTIONS
AND COVENANTS FOR THE
WOODLANDS TO ADD PHASE 7-C
TO THE EFFECTS THEREOF
AND TO OTHERWISE AMEND THE
RESTRICTIONS**

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

St. Tammany Parish
Instrmnt #: 1252947
Registry #: 1065225 GGH
06/29/2001 10:23:00 AM
MB CB X MI UCC

BY: SIM LAND DEVELOPMENT CO., INC.

BE IT KNOWN, that on this 28th day of June 2001.

BEFORE ME, Martha L. Jumonville, Notary, in the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

SIM LAND DEVELOPMENT CO., INC. a corporation organized under the laws of the State of Louisiana, domiciled and doing business in St. Tammany Parish, Louisiana, herein represented by the undersigned officer, authorized by resolution of the Board of Directors previously filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is declared to be 845 Galvez Street, Mandeville, Louisiana 70448 (hereinafter referred to as "Developer").

WHICH DEVELOPER DECLARED, that it is the record owner of a portion of ground located in Section 6, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana, being a parcel containing 13.216 acres of land, on which 32 residential lots have been developed, known as THE WOODLANDS, PHASE 7-C, being specifically Lots 194 thru 204 and 234 thru 245 and 273 thru 281. Said parcel is described in accordance with the subdivision plat and survey prepared by Kelly J. McHugh & Associates, Inc., dated March 22, 2001 as thereafter revised, hereinafter referred to as the "plat". A full legal description of the parcel and the location of the said lots thereon, are shown by reference to the said subdivision plat which has been approved by the proper Parish authorities, and duly filed with the Clerk of Court, St. Tammany Parish, as an official Map File No. 1969 all of which is incorporated herein by

reference.

AND WHO DECLARED, that in accordance with the provisions of Article XII,2. of the original Deed Restrictions and Covenants executed January 10, 1995, recorded with the Clerk of Court, St. Tammany Parish on January 11, 1995, as Instrument No. 934971 the Developer hereby certifies that it remains a property owner in The Woodlands.

AND THE DEVELOPER DECLARED, that in the Original Deed Restrictions and Covenants, filed for Phase 1 of this subdivision, Developer reserved the right to add additional property to the effects of the restrictions, and that Developer desires to submit THE WOODLANDS, PHASE 7-C, to the same Deed Restrictions and Covenants now of record for the original and all previous phases of the subdivision, which are recorded with the Clerk of Court, St. Tammany Parish, as Instrument No. 934971, as amended by any and all acts recorded thereafter and herein, in order to provide for the preservation of values in the subdivision.

NOW THEREFORE, the Developer hereby declares that all lots in The Woodlands, Phase 7-C, shall be and are held, conveyed, hypothecated, encumbered, sold, leased, rented, used , occupied and approved subject to the covenants, privileges, restrictions and contractual obligations and rights as established in the original restrictions recorded at Instrument No. 934971 as amended by any and all acts recorded thereafter and herein. These said Deed Restrictions and Covenants shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

In all other respects, the restrictions as originally recorded, and as heretofore amended, remain unchanged.

THUS DONE AND PASSED, in the presence of the undersigned competent witnesses, and me, Notary, after reading the whole and for the purposes stated herein, this 28th day of June 2001, Covington, Louisiana.

WITNESSES:

Anna Dargatzis

SIM LAND DEVELOPMENT CO., INC.

BY: *Kelly J. Mchugh*

KELLY J. MCHUGH

AUTHORIZED OFFICER

Audie Marie King

Martha L. Jumonville

MARTHA L. JUMONVILLE

NOTARY PUBLIC

**TENTH AMENDMENT TO
ACT CREATING
DEED RESTRICTIONS
AND COVENANTS FOR THE
WOODLANDS TO ADD PHASE 7-D
TO THE EFFECTS THEREOF
AND TO OTHERWISE AMEND THE
RESTRICTIONS**

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

St. Tammany Parish 21
Instrmnt #: 1292763
Registry #: 1135374 SKE
3/14/02 1:58:00 PM
ME CE & MI UCC

BY: SIM LAND DEVELOPMENT CO., INC.

BE IT KNOWN, that on this 13th day of March, 2002.

BEFORE ME, Martha L. Jumonville, Notary, in the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

SIM LAND DEVELOPMENT CO., INC. a corporation organized under the laws of the State of Louisiana, domiciled and doing business in St. Tammany Parish, Louisiana, herein represented by the undersigned officer, authorized by resolution of the Board of Directors previously filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is declared to be 845 Galvez Street, Mandeville, Louisiana 70448 (hereinafter referred to as "Developer").

WHICH DEVELOPER DECLARED, that it is the record owner of a portion of ground located in Section 6, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana, being a parcel containing 11.936 acres of land, on which 28 residential lots have been developed, known as THE WOODLANDS, PHASE 7-D, being specifically Lots 206 thru 233. Said parcel is described in accordance with the subdivision plat and survey prepared by Kelly J. McHugh & Associates, Inc., dated October 17, 2001 as thereafter revised on various dates, hereinafter referred to as the "plat". A full legal description of the parcel and the location of the said lots thereon, are shown by reference to the said subdivision plat which has been approved by the proper Parish authorities, and duly filed with the Clerk of Court, St. Tammany Parish, as an official Map File No. 2261 all of which is incorporated herein by reference.

AND WHO DECLARED, that in accordance with the provisions of Article XII,2. of the original Deed Restrictions and Covenants executed January 10, 1995, recorded with the Clerk of Court, St. Tammany Parish on January 11, 1995, as Instrument No. 934971 the Developer hereby certifies that it remains a property owner in The Woodlands.

AND THE DEVELOPER DECLARED, that in the Original Deed Restrictions and Covenants, filed for Phase 1 of this subdivision, Developer reserved the right to add additional property to the effects of the restrictions, and that Developer desires to submit THE WOODLANDS, PHASE 7-D, to the same Deed Restrictions and Covenants now of record for the original and all previous phases of the subdivision, which are recorded with the Clerk of Court, St. Tammany Parish, as Instrument No. 934971, as amended by any and all acts recorded thereafter and herein, in order to provide for the preservation of values in the subdivision.

NOW THEREFORE, the Developer hereby declares that all lots in The Woodlands, Phase 7-D, shall be and are held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and approved subject to the covenants, privileges, restrictions and contractual obligations and rights as established in the original restrictions recorded at Instrument No. 934971 as amended by any and all acts recorded thereafter and herein. These said Deed Restrictions and Covenants shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

AND WHO DECLARED, that Developer does hereby amend the provisions of Section III of the restrictions to apply to all current and future phases of the subdivision so as to add Sections 17 and 18 so that they shall hereafter read and provide as follows:

- 17. No house shall be occupied until and unless there has been installed (and thereafter maintained) at least minimal ornamental landscaping around the front of the house commonly referred to as the "builders landscaping package", and the front yard shall be fully sodded to the street.
- 18. No window air conditioning units are allowed to be utilized or installed in or on any house garage or outbuilding in the subdivision.

In all other respects, the restrictions as originally recorded, and as heretofore amended, remain unchanged.

THUS DONE AND PASSED, in the presence of the undersigned competent witnesses, and me, Notary, after reading the whole and for the purposes stated herein, this 13th day of March 2002, Covington, Louisiana.

WITNESSES:

Sandra McKay

Kerrie B. Swon

SIM LAND DEVELOPMENT CO., INC.

BY:

Gary M. IntraVia
GARY M. INTRAVIA

AUTHORIZED OFFICER

Martha L. Jumonville

MARTHA L. JUMONVILLE

NOTARY PUBLIC

**ELEVENTH AMENDMENT TO
ACT CREATING
DEED RESTRICTIONS
AND COVENANTS FOR THE
WOODLANDS TO ADD PHASE 8
TO THE EFFECTS THEREOF**

**STATE OF LOUISIANA
PARISH OF ST. TAMMANY**

BY: SIM LAND DEVELOPMENT CO., INC.

St. Tammany Parish 21
Instrmnt #: 1324534
Registry #: 1191861 ICV
09/19/2002 1:52:00 PM
MB CB X MI UCC

BE IT KNOWN, that on this 18th day of September, 2002.

BEFORE ME, Martha L. Jumonville, Notary, in the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

SIM LAND DEVELOPMENT CO., INC. a corporation organized under the laws of the State of Louisiana, domiciled and doing business in St. Tammany Parish, Louisiana, herein represented by the undersigned officer, authorized by resolution of the Board of Directors previously filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is declared to be 845 Galvez Street, Mandeville, Louisiana 70448 (hereinafter referred to as "Developer").

WHICH DEVELOPER DECLARED, that it is the record owner of a portion of ground located in Section 1, Township 8 South, Range 11 East, St. Tammany Parish, Louisiana, being a parcel containing 14.546 acres of land, on which 32 residential lots have been developed, known as THE WOODLANDS, PHASE 8, being specifically Lots 288 thru 319. Said parcel is described in accordance with the subdivision plat and survey prepared by Kelly J. McHugh & Associates, Inc., dated September 17, 2001 as thereafter revised as applicable, hereinafter referred to as the "plat". A full legal description of the parcel and the location of the said lots thereon, are shown by reference to the said subdivision plat which has been approved by the proper Parish authorities, and duly filed with the Clerk of Court, St. Tammany Parish, as an official Map File No. 2485 all of which is incorporated herein by reference.

AND WHO DECLARED, that in accordance with the provisions of Article XII,2. of the original Deed Restrictions and Covenants executed January 10, 1995, recorded with the Clerk of Court, St. Tammany Parish on January 11, 1995, as Instrument No. 934971 the Developer hereby certifies that it remains a property owner in The Woodlands.

AND THE DEVELOPER DECLARED, that in the Original Deed Restrictions and Covenants, filed for Phase 1 of this subdivision, Developer reserved the right to add additional property to the effects of the restrictions, and that Developer desires to submit THE WOODLANDS, PHASE 8, to the same Deed Restrictions and Covenants now of record for the original and all previous phases of the subdivision, which are recorded with the Clerk of Court, St. Tammany Parish, as Instrument No. 934971, as amended by any and all acts recorded thereafter and herein, in order to provide for the preservation of values in the subdivision.

NOW THEREFORE, the Developer hereby declares that all lots in The Woodlands, Phase 8, shall be and are held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and approved subject to the covenants, privileges, restrictions and contractual obligations and rights as established in the original restrictions recorded at Instrument No. 934971 as amended by any and all acts recorded thereafter and herein. These said Deed Restrictions and Covenants shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

In all other respects, the restrictions as originally recorded, and as heretofore amended, remain unchanged.

THUS DONE AND PASSED, in the presence of the undersigned competent witnesses, and me, Notary, after reading the whole and for the purposes stated herein, this 18~~th~~ day of September 2002, Covington, Louisiana.

WITNESSES:

Audra Markay

Anna Duguey

SIM LAND DEVELOPMENT CO., INC.

[Signature]

GARY M. INTRAVIA

AUTHORIZED OFFICER

[Signature]

MARTHA L. JUMONVILLE

NOTARY PUBLIC

TWELFTH AMENDMENT TO
ACT CREATING
DEED RESTRICTIONS
AND COVENANTS FOR THE
WOODLANDS TO ADD PHASE 9
TO THE EFFECTS THEREOF

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BY: SIM LAND DEVELOPMENT CO., INC.

BE IT KNOWN, that on this 21st day of May, 2004.

BEFORE ME, Martha L. Jumonville, Notary, in the Parish and
State aforesaid, and in the presence of the undersigned competent
witnesses, personally came and appeared:

SIM LAND DEVELOPMENT CO., INC. a corporation organized under the laws
of the State of Louisiana, domiciled and doing business in St. Tammany Parish,
Louisiana, herein represented by the undersigned officer, authorized by resolution of the
Board of Directors previously filed with the Clerk of Court, St. Tammany Parish, the
mailing address of which is declared to be 845 Galvez Street, Mandeville, Louisiana
70448 (hereinafter referred to as "Developer").

WHICH DEVELOPER DECLARED, that it is the record owner of a portion of
ground located in Section 44, Township 8 South, Range 12 East, St. Tammany Parish,
Louisiana, being a parcel containing 23.342 acres of land, on which 60 residential lots
have been developed, known as THE WOODLANDS, PHASE 9, being specifically Lots
320 through 379. Said parcel is described in accordance with the subdivision plat and
survey prepared by Kelly J. McHugh & Associates, Inc., dated May 16, 2002 as
thereafter revised as applicable, hereinafter referred to as the "plat". A full legal
description of the parcel and the location of the said lots thereon, are shown by reference
to the said subdivision plat which has been approved by the proper Parish authorities, and
duly filed with the Clerk of Court, St. Tammany Parish, as an official Map File No. 3441
all of which is incorporated herein by reference.

AND WHO DECLARED, that in accordance with the provisions of Article XII,2.
of the original Deed Restrictions and Covenants executed January 10, 1995, recorded
with the Clerk of Court, St. Tammany Parish on January 11, 1995, as Instrument No.
934971 the Developer hereby certifies that it remains a property owner in The
Woodlands.

St. Tammany Parish 21
Instrmnt #: 1432969
Registry #: 1393137 SHC
05/21/2004 2:23:00 PM
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AND THE DEVELOPER DECLARED, that in the Original Deed Restrictions and Covenants, filed for Phase 1 of this subdivision, Developer reserved the right to add additional property to the effects of the restrictions, and that Developer desires to submit THE WOODLANDS, PHASE 9, to the same Deed Restrictions and Covenants now of record for the original and all previous phases of the subdivision, which are recorded with the Clerk of Court, St. Tammany Parish, as Instrument No. 934971, as amended by any and all acts recorded thereafter and herein, in order to provide for the preservation of values in the subdivision.

NOW THEREFORE, the Developer hereby declares that all lots in The Woodlands, Phase 9, shall be and are held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and approved subject to the covenants, privileges, restrictions and contractual obligations and rights as established in the original restrictions recorded at Instrument No. 934971 as amended by any and all acts recorded thereafter and herein. These said Deed Restrictions and Covenants shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

In all other respects, the restrictions as originally recorded, and as heretofore amended, remain unchanged.

THUS DONE AND PASSED, in the presence of the undersigned competent witnesses, and me, Notary, after reading the whole and for the purposes stated herein, this 21st day of May 2004, Covington, Louisiana.

WITNESSES:

Helene L. Braun
Sandra McKay

SIM LAND DEVELOPMENT CO., INC.
 BY: [Signature]
 G. ROGERS SMITH
 AUTHORIZED OFFICER

[Signature]
 MARTHA L. JUMONVILLE
 NOTARY PUBLIC

**THIRTEENTH AMENDMENT TO ACT
CREATING DEED RESTRICTIONS
AND COVENANTS FOR THE
WOODLANDS**

**STATE OF LOUISIANA
PARISH OF ST. TAMMANY**

BE IT KNOWN, that on the 15th day of December, 2006,

BEFORE ME, NOTARY PUBLIC, in and for the Parish of St. Tammany, State of Louisiana, duly commissioned and qualified and in the presence of competent witnesses,

PERSONALLY CAME AND APPEARED:

SIM LAND DEVELOPMENT CO., INC., a corporation organized under the laws of the State of Louisiana, domiciled and doing business in St. Tammany Parish, Louisiana, herein represented by the undersigned officer, authorized by resolution of the Board of Directors previously filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is declared to be 845 Galvez Street, Mandeville, LA 70448 (hereinafter referred to as "Developer").

WHICH DEVELOPER DECLARED, pursuant to Article XII, Sec. (2), of the Act Creating Deed Restrictions and Covenants, executed January 10, 1995, recorded with the Clerk of Court, St. Tammany Parish, as Instrument No. 934971 (hereinafter referred to as the "Deed Restrictions and Covenants"), that Developer remains the owner of at least one (1) lot and retains the right, acting alone, to amend the Deed Restrictions and Covenants to the extent deemed necessary and advisable for its legitimate business purpose;

FURTHER, DEVELOPER DECLARED that Developer does hereby amend the third full paragraph of Article VIII, § 1, of the Deed Restrictions and Covenants (which paragraph began with "In addition to the annual assessments" and concluded with "purpose of the meeting.") to read as follows:

In addition to the annual assessments, the Association shall have the right to levy special assessments deemed necessary and appropriate, provided the special assessment is approved by vote of the Associations members.

FURTHER, DEVELOPER DECLARED that Developer does hereby amend Article VIII, § 1, subpart (iv), of the Deed Restrictions and Covenants (which paragraph began with "Should the property owner fail" and concluded with "these restrictions.") to read as follows:

- iv) The Association shall be authorized to assess members for any violations of these restrictions, provided a schedule of penalty.

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assessments is approved by vote of the Association's members. Notwithstanding, the Association shall at a minimum have the authority to issue a penalty assessment in the amount of \$300.00 per violation for each month in which a violation occurs. Nothing herein shall be construed as a limitation on the Association's rights or remedies available at law.

FURTHER, DEVELOPER DECLARED that Developer does hereby amend the first paragraph of Article VIII, § 2, of the Deed Restrictions and Covenants (which paragraph began with "Any assessment levied" and concludes with "all members.") to read as follows:

Any assessment levied pursuant to this act or to any authorized by the Association or any installment thereof, which is not paid within fifteen (15) days after it is due shall be delinquent and shall bear interest at the rate of twelve (12% per annum), and may also subject the member to pay such other assessments, in the form of a penalty or late charge or otherwise, provided a schedule of such assessments is approved by vote of the Association's members.

FURTHER, DEVELOPER DECLARED that Developer does hereby amend Article IX to read as follows:

IX. NECESSARY VOTE OF ASSOCIATION MEMBERS

Any action of the Association that is required to be voted on shall be deemed approved and authorized by members representing 51% of the lots voting, either in person or by proxy, provided that members representing at least 20% of the lots vote.

FURTHER, DEVELOPER DECLARED that Developer does hereby amend Article X to read as follows:

X. NOTICE OF MEETINGS

Notice of meetings of the Association shall be in writing and directed to all property owners of record as of the date of the notice, which notice shall be sent at least ten (10) days prior to the date of the meeting setting for the date, time and place thereof, and the matters to be considered.

FURTHER, DEVELOPER DECLARED that Developer does hereby amend Article XI, §§ 1 and 2, to read as follows:

XI. SPECIAL PROVISIONS

1. Approval of plans. The Owner/Builder shall submit two (2) sets of plans to the Woodlands Property Owners Association through its official address as follows: 1705 Hwy 59, Suite

1201, Mandeville, LA 70448, unless the Association has officially designated an alternate address in any rules and regulations. One set of plans will be signed as either approved or rejected within a reasonable time period. The signed set will be returned, the other retained for the committee's records. There may be a reasonable fee charged for the review and approval process.

- 2. Approval of Site Plan. The owner/builder shall submit a site plan showing the building size, slab elevation, setback lines, driveway location, any other paving, fences and culverts to scale, to the Woodlands Property Owners Association through its official address as follows: 1705 Hwy 59, Suite 1201, Mandeville, LA 70448, unless the Association has officially designated an alternate address in any rules and regulations.

FURTHER, DEVELOPER DECLARED that, unless expressly amended herein, the remaining portions of the Deed Restrictions and Covenants, as may have previously been amended, shall remain unchanged and in full force and effect.

FURTHER, DEVELOPER DECLARED that this Amendment applies to all current and future phases of the subdivision.

THUS DONE AND PASSED in my office in Covington, Louisiana, on the 15th day of December, 2006.

WITNESSES:

Kristi J. Moore
 Kristi F. Moore

Elaine Ph Jean
 ELAINE PH JEAN

SIM LAND DEVELOPMENT CO., INC.

BY: [Signature]
 GARY M. INTRAVIA, PRESIDENT

[Signature]
 MARTHA L. JUMONVILLE
 NOTARY PUBLIC
 BAR ROLL #7592