

STATE OF LOUISIANA, PARISH OF ST. TAMMANY  
ACT CREATING DEED RESTRICTIONS AND COVENANTS

BY: QUAIL CREEK DEVELOPMENT, INC.

FOR: QUAIL CREEK SUBDIVISION

PHASE ONE (Residential Lots Only)

BE IT KNOWN, that on this 8th day of January, 1992,

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:

QUAIL CREEK DEVELOPMENT, INC., a corporation organized under the laws of the State of Louisiana, domiciled and doing business in St. Tammany Parish, Louisiana, herein represented by its duly authorized undersigned officer, GARY M. INTRAVIA, 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 2000 Causeway Blvd., Mandeville, LA 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, containing 17.439 acres of land, on which 38 residential lots have been developed, known as Quail Creek Subdivision, Phase One. Said property is described in accordance with the plat and survey prepared by Kelly McHugh & Associates, Inc., dated September 30, 1991, hereinafter referred to as the "Plat". A full legal description of the property and the location of the said lots being Lots 1-38 inclusive, is shown by reference to the said subdivision plot which has been duly filed with the Clerk of Court as Map File No. 1068-A, all of which is incorporated herein by reference.

AND WHICH DEVELOPER DECLARED, that it desires to submit Lots 1-38 inclusive of Quail Creek Subdivision, Phase One, to certain deed restrictions and covenants in order to provide for the preservation of values and amenities 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 Lots 1-38 inclusive, of the Quail Creek Subdivision, Phase One, shall is and shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and approved 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 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 QUAIL CREEK  
SUBDIVISION

## PHASE ONE

### I. DEFINITIONS

1. Architectural Committee – Shall mean and refer to the Quail Creek Architectural Control Committee authorized and provided for hereinafter ("QCACC").
2. Association – Shall mean and refer to the Quail Creek Property Owners Association, a nonprofit corporation owned entirely by all of the property owners the subdivision herein described.
3. Board of Directors – Shall be the directors who administer and run the Association, as set out in the Articles of Incorporation.
4. Developer – Shall mean Quail Creek Development, Inc., its successors, assigns, or transferees.
5. Lot – Shall mean each of the subdivided parcels of real property designated for residential construction and private ownership, being Lots 1-38 inclusive of Quail Creek Subdivision, Phase One, as shown on the recorded subdivision plat.
6. Rules and Regulations – Shall mean the Rules and Regulations as may be promulgated by the QCACC from time to time, governing the rules and standards for construction and the procedures for obtaining necessary prior approval for site preparation and construction.

### II. USE OF PROPERTY

1. The subdivision was approved for single-family use by the proper parish authorities. The lots shall be subjected to no other use than those allowed under the zoning ordinance of St. Tammany as written on the date of this instrument for property zoned A-4. Each lot shall be used and occupied only for single-family purposes; provided, however, that Developer may use a lot or lots as sales and administration office(s) 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 drying yards shall not be located on the subject property and are expressly prohibited.
3. No 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 QCACC.

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 an enclosed storage room, garage, carport, 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 on and within five (5.0') feet of the actual building envelope may be removed without prior approval or consent from the QCACC. Trees which are dead, dying or hazardous in the estimation of the QCACC may also be removed. Other trees shall not be removed without prior approval of the QCACC.
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 except solely for irrigation purposes, swimming pools or other non-consumption use. Water shall be supplied by Southeast Louisiana Sewer & Water Co., or its assigns.
10. No weeds, underbrush or other unsightly vegetation or objects shall be permitted to grow or remain upon any part of the lots and 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 of the land, other than changes to meet government regulations, shall be made on the property without prior approval of the QCACC.
12. No antennae (including television antennae) shall be visible, but must be concealed and installed in attic space or other enclosure. There shall be no satellite dishes allowed.
13. Outdoor speakers, radios, public address systems and the like, whether temporary or permanent, are expressly prohibited. Noise emanating from inside a building shall not be audible outside the building. 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, and no private sewerage treatment service. Such services will be provided exclusively by Southeast Louisiana Sewer & Water Co., or it assigns.

15. No work of any kind can be done on the property except with the approval of the QCACC.

16. No chain link fencing shall be allowed whatsoever on any residential lot. Only non-opaque fences shall be installed along the rear of any lot adjacent to any retention pond.

17. No owner shall install or cause to be installed any mailbox except a standardized one supplied by the QCACC for the cost of supplies.

#### IV. EASEMENT OVER LOTS

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 thereby encumbered.

#### V. MEMBERSHIP IN THE QUAIL CREEK 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 Quail Creek Property Owners Association (or some similar variance), the membership of which is comprised of all owners of property located in Quail Creek Subdivision, Phase One. It is noted that Developer owns surrounding land and reserves the right to add such property, as developed to these restrictions and covenants or similar residential restrictions and covenants. At that time the developer may also designate that the purchasers of lots herein shall 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 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 Articles of Incorporation and By-Laws of the Association shall prescribe rules for the conduct of the Association and for implementing the provisions of these restrictions. Absolutely no provision in either the By-Laws or Articles of Incorporation or in any other resolution or regulation may vary or dilute the right of each lot to cast one vote.

#### 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 place 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 a reasonable time 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 matters

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 QCACC.

2. Commencement and period of construction. Construction must commence as soon as practicable, but in no event more than six (6) months after obtaining the approval of the QCACC, 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 the regulations promulgated by the QCACC from time to time, and applicable building codes, and in accordance with the plans and specifications submitted to the QCACC for approval. Any change in plans or specifications during construction from those approved by the QCACC shall be resubmitted for specific approval.

3. Disclaimer. Review of plans and specifications by the QCACC is for the purpose of assuring the steady quality of construction on the property affected by those 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 QCACC for alleged negligent or intentional failure to advise of any deficiencies or defects therein.

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 QCACC, except a sign offering a lot or lots for sale. Such for sales signs may not exceed five (5) square feet. However, a larger sign may be erected by the developer at a location approved by the QCACC. This section does not affect signs announcing the name of the subdivision, which shall be of such size and at such location as the QCACC determines appropriate.

5. Despite any provisions to the contrary in the property association Articles of Incorporation or By-Laws, 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.

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

## VII. MEMBERS' RIGHT OF ENJOYMENT

Subject to the provisions of these restrictions, and any regulations established by the QCACC or the Association, every member shall have a right to use and enjoy any common areas and/or

community facilities which might be acquired by the Association, which shall be appurtenant to and shall pass with the title to every lot subject to the following:

- (a) The right of the Association, in accordance with its rules and by-laws, to borrow money for the purpose of improving any common areas and community facilities in a manner designed to promote the enjoyment and welfare of the members and in aid thereof, to mortgage any common property and to charge dues (assessments) to amortize such borrowed funds; and
- (b) The right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and/or foreclosures, provided always, however, that the same are in conformity with the other provisions of these restrictions; and
- (c) The right of the Association to limit the number of guests of members to the use of any facilities which are developed upon the common areas; and
- (d) The right of the Association to suspend voting rights and the rights to use common areas and community facilities (except ingress and egress over streets which shall not be suspended for any reason) for any period during which any assessment 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

Each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes 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, a monthly sum also sometimes referred to as "dues", "assessments" or "carrying charges", equal to one-twelfth (1/12) of the member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, to meet its annual expenses, including but in no way limited to the following:

- (a) The cost of all operating expenses (including loan amortization charges) of the common areas, green belts, and community facilities and services furnished, including charges by the Association for facilities and/or services furnished; and
- (b) The costs of necessary management and administration, including fees paid to any Management Agent, and
- (c) The amount of all taxes and assessments levied gains the Association or upon any property which it may own or which it is otherwise required to pay, if any; and
- (d) The cost of fire and extended liability insurance on the common areas and community facilities and costs of such other insurance as the Association may effect; and
- (e) The cost of security guard service, mosquito spraying, garbage and trash collection and/or utilities and services which may be provided by the Association, whether in respect to the common areas (if any) or otherwise; and
- (f) The cost of constructing, maintaining, replacing, repairing and landscaping of the common area and community facilities, and purchasing such equipment as the Board of Directors shall

determine to be necessary and proper; and

(g) The cost of using, maintaining, replacing and repairing street lighting poles, lines and fixtures; and

(h) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or a reserve for replacements.

The Board of Directors shall determine the amount of assessment annually, but may do so at more frequent intervals should circumstances require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annually or annual basis rather than the monthly basis hereinabove provided for. Any member may prepay one or more installments of any annual assessment levied by the Association, without premium or penalty.

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner after reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect, of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any common areas or community areas or facilities (if any) or by the abandonment of the lot belonging to him.

1. Proportionate Share. The total amount of the assessment payable by the members shall be apportioned equally among all lots. The amount of the general assessment for any fiscal period payable with respect to each lot coming into existence during such fiscal year, shall be the pro-rata of days the lot has been in existence to the total number of days in the period.

2. Special Assessments. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of any capital improvement located upon the common areas or community facilities, including the necessary fixtures and personal property related thereto, or for such other purposes as the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of the members representing fifty one (51%) percent of the members of the Association.

A meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days, but not more than thirty (30) days in advance of such meeting, which notice shall set forth the purpose of the meeting.

Needed grounds and facility maintenance. Should any property owner fail to properly maintain the green areas, grounds, parking accommodations, or in any manner shall allow its property to

become detrimental to the aesthetic scheme of the subdivision, or violate these restriction 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.

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 shall result in the Association's entry upon the property to remedy the situations complained of.

iii) The Association shall assess the property owner for 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 restrictive covenants.

3. 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, by resolution of the Board of Directors, subject the member(s) obligated to pay the same to the payment of such other penalty or "late charge" as the Board may fix.

The Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent, in any prominent location within the subdivision.

4. Enforcement of Assessments and Restrictions. Any assessment authorized hereunder shall be a debt obligation of the lot, and the owner of the lot against which it is levied. In the event of a 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 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.

5. 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 as 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 delivered, to be paid by the requestor.



6. 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 Board of Directors and be declared due and payable in full.

7. Additional Default. Any recorded first mortgage secured on 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. STANDARDS FOR CONTROL OF CONSTRUCTION

In addition to the requirements set forth in these restrictions, all construction shall conform to the requirements of the governing authority of the political subdivision having authority thereover with respect to size of building, setback lines, parking requirements and the like.

#### X. SUBDIVISION OF LOTS AND OWNERSHIP

No lot within the subdivision shall be divided into smaller lots or parcels of ground except with the approval of all other lot owners in the subdivision herein, the QCACC, and the proper government authorities.

#### XI. NOTICE

The rules and/or By-Laws of the Association shall provide that notice shall be directed to all property owners of record to any meeting at least ten (10) days prior to the date of said meeting setting forth the time, date and place thereof. A vote by a majority of the property owners in attendance at the meeting shall bind all members, present or not, and the Articles of Incorporation and/or By-Laws shall so provide.

#### XII. SPECIAL PROVISIONS

1. Approval of Plans. The owner/builder shall submit two (2) sets of plans to the QCACC at the office of Kelly McHugh & Associates. 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 process.

2. Approval of Site Plan. The owner/builder shall submit a site plan showing building size, setback lines, driveway location, any other paving, fences and culverts to scale, to the office of Kelly McHugh & Associates. The office of Kelly McHugh & Associates will furnish the necessary culvert invert information and the builder will be responsible for implementing it. If the builder is found to have not properly implemented the culvert installation, and fails to correct it within five (5) days of notice from the QCACC, then the QCACC will correct the error and assess the lot owner/builder with the cost thereof.

3. Dwelling Size. No dwelling shall be constructed on any lot having less than one thousand seven hundred (1,700) square feet of living area, this exclusive of open porches, garages and carports. For a structure of more than one (1) story, there will be not less than one thousand

(1,000) square feet of living area on the ground floor. Each residence will have in addition, a two-car garage or carport. If a carport is built, it must be entirely located behind the midpoint of the house.

#### 4. Building Location-Culverts-Elevations.

(A) The following front, rear and side setback requirements shall apply to all lots in the subdivision.

(1) No building, structure or residence shall be located less than thirty (30') feet from the front property line.

(2) No residence or main residential structure shall be located less than twenty five (25') feet from the rear property line.

(3) No residence or main residential structure shall be located less than seven and one half (7.5') feet from the side property line, except on a corner lot, that is, any lot which has street frontage on two (2) sides, no structure shall be located less than twenty (20') feet from the side adjacent to the street.

(4) A subordinate building is a portion of the main building, the use of which is incidental to that of the main structure but is not used for habitation. An accessory use is one which is incidental to the main use of the premises. Greenhouses, storage building, sheds, garages and such are accessory buildings. A detached carport or detached garage is an accessory building. Accessory building shall not be located any closer to the rear property line than ten (10') feet, or any closer to the side property line or greenbelt than seven and one half (7.5') feet. Accessory building on corner lots must be set back a minimum of twenty (20') feet from the side adjacent to the street. Accessory buildings cannot extent one (1) story in height. The architectural style, proportions and materials of the accessory building should match that of the primary structure, and plans therefore must be submitted just as for the primary structure.

(5) All driveways and aprons must be concrete and must connect from the street to the garage or carport. All driveways must have a culvert, approved in size and invert by Kelly McHugh & Associates in advance, to insure the proper flow of drainage. No driveway can be located any closer to the side property line than two (2') feet. Each driveway must have two (2) expansion joints, one on either side of the culvert. There shall be no access directly onto any lot from Soult St. or La. Hwy. 1088, and a "no access" servitude is established on the rear of any such lot which abuts either Soult St. or La. Hwy. 1088. Lots 1 and 38 are not allowed to have driveways off Torrence Drive.

(6) The placement of driveways on lots must be approved by the QCACC to assure that there are no entrances or exits of driveways which interfere with traffic flow at intersections and to assure that aesthetics of the overall subdivision are preserved.

(7) 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.

(8) Construction of any nature except fences is prohibited in utility easements.

(9) 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.

(10) The QCACC 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 materials be used to close/skirt in the open areas between the piers.

5. Fences. All fences must be approved prior to construction by the QCACC. No fence or wall shall be erected, placed or altered on any subdivision lot nearer to the street than the building setback line. Fences shall 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 line 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 or to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

### XIII. 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 said twenty-five (25) year period, or within one (1) year prior to the expiration of any ten (10) year period of extended duration, this act is terminated by recorded instrument signed by the owners of not less than fifty-one (51%) of the lots of record as of the date of the instrument of termination.

2. Amendments. Any provision contained in this act may be amended by the recordation of a written instrument or instruments specifying the amendment or repeal, executed by the owners of fifty-one (51%) percent of the lots of record as of the date of the instrument or instruments. 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 of 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 provision 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 of the date set forth above in the presence of the undersigned competent witnesses, after reading the whole and for the purposes stated herein.

WITNESSES: QUAIL CREEK DEVELOPMENT, INC.

BY: GARY M. INTRAVIA, PRESIDENT

MARTHA L. JUMONVILLE, NOTARY

STATE OF LOUISIANA, PARISH OF ST. TAMMANY

ACT AMENDING AND MODIFYING THE DEED RESTRICTIONS AND COVENANTS FOR QUAIL CREEK SUBDIVISION, ADDING PHASE TWO TO THE EFFECTS THEREOF

BY: QUAIL CREEK DEVELOPMENT, INC.

BE IT KNOWN, that on this 19th day of June, 1992,

BEFORE ME, MARTHA L. JUMONVILLE, Notary Public, in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

QUAIL CREEK DEVELOPMENT, INC., a corporation organized under the laws of the State of Louisiana, domiciled in the Parish of St. Tammany, Louisiana, herein represented by its duly authorized undersigned officer, GARY M. INTRAVIA, by resolution of the Board of Directors duly filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is declared to be 2000 Causeway Blvd., Mandeville, LA 70448 (hereinafter referred to as "Developer"),

WHO DECLARED, that said developer is the owner of record of a portion of ground located in Section 6, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana, containing 8.824 acres of land, on which 22 residential lots have been developed, known as QUAIL CREEK SUBDIVISION, PHASE TWO (2). Said property is described and has been developed in accordance with the subdivision plat and survey prepared by Kelly McHugh & Associates, Inc. dated or last revised as of June 10, 1992, hereinafter referred to as the "Plat". A full legal description of the property and the location of said lots, are shown on the said subdivision plat which has been duly filed with the Clerk of Court, St. Tammany Parish, as Map File No. 1079-B, all of which is incorporated herein by reference.

AND WHO FURTHER DECLARED, that Developer does hereby and by these presents amend and modify the said restrictions previously filed with regard to the adjacent Phase One, which were created by act dated January 8, 1992, and recorded with the Clerk of Court, St. Tammany Parish in COB 1491, folio 392, so as to add to the affects thereof, the residential lots in Phase Two (2) of the subdivision as referenced above, so that hereafter, these deed restrictions shall provide for the preservation of values and amenities in the subdivision, and so that hereafter, the Lots shown on the referenced subdivision plat, as being located in QUAIL CREEK SUBDIVISION, PHASE TWO (2) shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and owned subject to the conditions, 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 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 unenforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

By reference to the restrictions now in place for Phase One of the development herein, Sections I, II, and III, said sections are adopted and applied to Phase Two (2) herein as originally stated therein. With regard to Section IV, the provisions as contained in the Phase One restrictions are adopted but are supplemented to provide that developer has installed certain "berms", fences and landscaping along the rear of certain lots in Phase Two (2), which are dedicated to the Property Owner's Association by way of a predial servitude for the maintenance and as necessary, the improvement thereof, so that the Association shall at all times have reasonable access to the said landscaped areas for these purposes, although the said property shall remain the property of the owner of the lot on which same may be located at the time of sale from the Developer.

By reference to the restrictions now in place for Phase One of the development herein, Section V is adopted and applied to Phase Two (2) herein, so that all owners of lots in QUAIL CREEK SUBDIVISION, PHASE TWO (2) shall be members of the Property Owners Association.

By reference to the restrictions now in place for Phase One of the development herein, Sections VI, VII, VIII, IX, X AND XI are adopted and applied to Phase Two (2) as originally stated therein.

By reference to the restrictions now in place for Phase One of the development herein, Section XII, Subparts 1, 2, and 3 are adopted and applied to Phase Two (2) as originally stated therein. By reference to Section XII, Subpart 4, with regard to Phase Two (2) only, Section XII, Subpart 4, shall be amended to read as follows:

#### XII....4. Building Location-Culverts-Elevations.

(A) The following front, rear and side setback requirements shall apply to all lots in the subdivision.

(1) No building, structure or residence shall be located less than thirty (30') feet from the front property line.

(2) No residence or main residential structure shall be located less than twenty five (25') feet from the rear property line.

(3) No residence or main residential structure shall be located less than seven and one half (7.5') feet from the side property line, except on a corner lot, that is, any lot which has a street frontage on two (2) sides, no structure shall be located less than (20') feet from the side adjacent to the street.

(4) A subordinate building is a portion of the main building, the use of which is incidental to that of the main structure but is not used for habitation. An accessory use is one which is incidental to the main use of the premises. Greenhouses, storage buildings, sheds, gazebos and such are accessory buildings. A detached carport or detached garage is an accessory building. Accessory buildings shall not be located any closer to the rear property line than ten (10') feet, or any closer to the side property line or greenbelt than seven and one half (7.5') feet. Accessory buildings on corner lots must be set back a minimum of twenty (20') feet from the side adjacent to the street. Accessory buildings cannot exceed one (1) story in height. The architectural style, proportions and materials of the accessory building should match that of the primary structure, and plans therefore must be submitted just as for the primary structure.

(5) All driveways and aprons must be concrete and must connect from the street to the garage or carport. All driveways must have a culvert, approved in size and invert by Kelly McHugh & Associates in advance, to insure the proper flow of drainage. No driveway can be located any closer to the side property line than two (2') feet. Each driveway must have two (2) expansion joints, one on either side of the culvert. There shall be no access directly onto any lot from La. Hwy. 1088. Lot 114 is not allowed to have a driveway off Trinity Drive.

(6) Adopted and applied to Phase Two (2) as originally stated in the restrictions.

(7) Adopted and applied to Phase Two (2) as originally stated in the restrictions.

(8) Adopted and applied to Phase Two (2) as originally stated in the restrictions.

(9) Adopted and applied to Phase Two (2) as originally stated in the restrictions.

(10) Adopted and applied to Phase Two (2) as originally stated in the restrictions.

By reference to the restrictions now in place for Phase One of the development herein, Section XII, Subpart 5 is adopted and applied to Phase Two (2) herein as originally stated therein.

By reference to the restrictions now in place for Phase One of the development herein, Section XIII in its entirety is adopted and applied to Phase Two (2) herein as originally stated therein.

AND NOW, the Developer declared that it does hereby request the Clerk of Court, St. Tammany Parish, to record this act in the Conveyance Records of this parish, and to note same in the margin of the Act Creating Deed Restrictions and Covenants which was recorded with the Clerk of Court, St. Tammany Parish, on January 8, 1992, in COB 1491, folio 392, to serve as may hereafter be necessary.

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 19th day of June 1992, Covington, Louisiana.

WITNESSES: QUAIL CREEK DEVELOPMENT, INC.

BY: GARY M. INTRAVIA, PRESIDENT

MARTHA L. JUMONVILLE, NOTARY PUBLIC

STATE OF LOUISIANA, PARISH OF ST. TAMMANY

SECOND ACT AMENDING AND MODIFYING THE DEED RESTRICTIONS AND COVENANTS FOR QUAIL CREEK SUBDIVISION, ADDING PHASE THREE TO THE EFFECTS THEREOF

BY: QUAIL CREEK DEVELOPMENT, INC.

BE IT KNOWN, that on this 2nd day of October, 1992,

BEFORE ME, MARTHA L. JUMONVILLE, Notary Public, in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and

appeared:

QUAIL CREEK DEVELOPMENT, INC., a corporation organized under the laws of the State of Louisiana, domiciled in the Parish of St. Tammany, Louisiana, herein represented by its duly authorized undersigned officer, by resolution of the Board of Directors, duly filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is 2000 Causeway Blvd., Mandeville, LA 70448 (hereinafter referred to as "Developer"),

WHO DECLARED, that said Developer is the owner of record of a parcel of ground located in Section 6, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana, which contains 7.192 acres of land, on which 23 residential lots have been developed, known as QUAIL CREEK SUBDIVISION, PHASE THREE (3). Said property is described and has been developed in accordance with a subdivision plat and survey prepared by Kelly McHugh & Associates, Inc., dated or last revised as of June 18, 1992, hereinafter referred to as the "Plat". A full legal description of the property and the location of said lots, are shown on the said subdivision plat, which has been duly filed with the Clerk of Court, St. Tammany Parish, as Map File No. 1089 B, all of which is incorporated herein by reference.

AND WHO FURTHER DECLARED, that Developer does hereby and by these presents amend and modify the said restrictions previously filed with regard to the first two phases of the said subdivision, previously recorded with the Clerk of Court, St. Tammany Parish, in COB 1491, folio 392 and COB 1509, folio 374, so as to add to the effects thereof, the residential lots in Phase Three (3) of the subdivision as referenced above herein, so that hereafter these deed restrictions shall provide for the preservation of values and amenities in the subdivision, and so that hereafter, the Lots shown on the referenced subdivision plat, as being located in QUAIL CREEK SUBDIVISION, PHASE THREE(3), shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and owned subject to the conditions, 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 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.

By reference to the restrictions now in place for Phase One of the subdivision, Sections I, II, and III of the original restrictions are adopted and applied to Phase Three (3) herein as originally stated therein. With regard to Section IV, the provisions contained in the Phase One original restrictions are adopted but are supplemented to provide that Developer has installed certain "berms"/fences and/or landscaping along the rear of certain lots in Phase Three (3), being those lots the rear of which abut Sout Street, all within twenty five (25') foot greenbelt area shown on the subdivision plat. Therefore, with regard to the said "berms"/fences and/or landscaping, same are dedicated for maintenance to the Property Owners Association by way of a predial servitude, so that the Property Owners Association shall at all times have reasonable access to the said area(s) for the purpose of maintenance and as necessary or desirable, improvement thereof, although at all times, the property shall remain the property of the owner of the lot on which same may be located.

By reference to the restrictions now in place for Phase One of the development, Section V is



adopted and applied to Phase Three (3) herein, so that all owners of lots in QUAIL CREEK SUBDIVISION, PHASE THREE (3) shall be members of the Property Owners Association.

By reference to the restrictions now in place for Phase One of the Development, Sections VI, VII, VIII, IX, X and XI are adopted and applied to Phase Three (3) as originally stated therein.

By reference to the restrictions now in place for Phase One of the development herein, Section XII is adopted and applied to Phase Three (3) herein as originally stated therein, except that with regard to this particular phase, Phase Three (3), Section XII (4) (A) (5) is amended to read as follows:

"All driveways and aprons must be concrete and must connect from the street to the garage of carport. All driveways must have a culvert, approved in size and invert by Kelly McHugh & Associates in advance to insure the proper flow of drainage. No driveway can be located any closer to the side property line than two feet (2'). Each driveway must have two (2) expansion joints, one on either side of the culvert. There shall be no access directly onto any lot from Sault Street, and the subdivision plat establishes by depiction a "no access" easement along the rear of these lots abutting Sault Street for this reason so that the sole access of any lot in this phase of the subdivision is West Ridge Drive."

By reference to the restrictions now in place for Phase One of the development herein, Section XIII is adopted and applied to Phase Three (3) herein as originally stated.

AND NOW, the Developer declared that it does hereby request the Clerk of Court, St. Tammany Parish to record this act in the Conveyance Records of this parish, and to note same in the margin of the Act Creating Deed Restrictions and Covenants which was recorded with the Clerk previously at COB 1491, folio 392, to serve as may hereinafter be necessary.

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 2nd day of October, 1992, Covington, Louisiana.

WITNESSES: QUAIL CREEK DEVELOPMENT, INC.

BY: GARY M. INTRAVIA, PRESIDENT

MARTHA L. JUMONVILLE, NOTARY



STATE OF LOUISIANA, PARISH OF ST. TAMMANY

THIRD ACT AMENDING AND MODIFYING THE DEED RESTRICTIONS AND COVENANTS FOR QUAIL CREEK SUBDIVISION, ADDING PHASE FOUR TO THE EFFECTS THEREOF

BY: QUAIL CREEK DEVELOPMENT, INC.

BE IT KNOWN, that on this 2nd day of March, 1993,

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

QUAIL CREEK DEVELOPMENT, INC., a corporation organized under the laws of the State of Louisiana, domiciled in the Parish of St. Tammany, Louisiana, herein represented by its duly authorized undersigned officer, by resolution of the Board of Directors, duly filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is 2000 Causeway Blvd., Mandeville, LA 70448, (hereinafter referred to as "Developer"), and also intervening herein, VALENTI HOMES, INC., a corporation organized under the laws of the State of Louisiana, domiciled in the Parish of St. Tammany, Louisiana, herein represented by its duly authorized undersigned officer, by resolution of the Board of Directors, duly filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is 6003 Walden Place, Mandeville. LA 70448. The said Valenti having purchased property in the subdivision herein prior to the time the deed restrictions were filed, appears herein to consent to, ratify and restrict the property owned by it as follows:

THE DEVELOPER is the owner of record of a parcel of ground located in Section 6, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana, which contains 13.158 acres of land, on which 36 residential lots have been developed in accordance with the subdivision plat and survey prepared by Kelly McHugh & Associates, Inc., dated or last revised December 23, 1992, hereinafter referred to as the "Plat". This property is known as QUAIL CREEK SUBDIVISION, PHASE FOUR (4). A full legal description of the property and the location of said lots, are shown on the said subdivision plat, which as been duly filed with the Clerk of Court, St. Tammany Parish as Map File No. 1107, all of which is incorporated herein by reference

AND WHO FURTHER DECLARED, that the Developer does hereby and by these presents amend and modify the said restrictions previously filed with regard to the prior phases of the said subdivision, which are those filed with the Clerk of Court, St. Tammany Parish, in COB 1491, folio 392, COB 1509, folio 374, and COB 1524, folio 912, so as to add to the effects thereof, the residential lots in Phase Four (4) of the subdivision as referenced above herein, so that hereafter,

these deed restrictions shall provide for the preservation of values and amenities in the subdivision, and so that hereafter, the lots shown on the referenced subdivision plat, as being in QUAIL CREEK SUBDIVISION, PHASE FOUR (4), shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and owned subject to the conditions, covenants, privileges, restrictions and contractual obligations and rights as hereinafter set fourth, all of which are declared to be in aid of a plan for 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/or assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

By reference to the restrictions now in place for Phase One of the subdivision, the said restrictions are adopted and applied to Phase Four (4) herein, except as follows:

Section XII, 4, (A) (1) of the restrictions is amended so as to provide as follows:

(1) No building, structure or residence shall be located less than THIRTY (30') feet from the front property line, this despite the fact that the plat as filed shows less. The plat is being corrected so as to reflect the correct THIRTY (30') foot setback.

Section XII, 4, (A), (5) of the restrictions is amended so as to provide as follows:

(5) All driveways and aprons must be concrete and must connect from the street to the garage or carport. All Driveways must have a culvert, approved in size and invert by Kelly McHugh & Associates in advance to insure the proper flow of drainage. No driveway can be located any closer to the side property line than two (2') feet. Each driveway must have two (2) expansion joints, one on either side of the culvert. There shall be no access directly onto any lot from LA Hwy 1088, and the subdivision plat establishes by depiction and dedication a "no access" easement along the rear of this lot abutting LA Hwy 1088 in this phase. Further, there shall be no access for driveway purposes from Trinity Drive for Lot 112, which shall have access on Olvey Drive at such location as the Architectural Control Committee shall allow, to assure the safe and proper flow of traffic at the intersection of Olvey and Trinity Drives.

AND NOW, the Developer declared that it does hereby request the Clerk of Court, St. Tammany Parish, to record this act in the Conveyance Records of this parish, and to note same in the margin of the Act Creating Deed Restrictions and Covenants which was recorded with the Clerk of Court, previously at COB 1491, folio 392, to serve as may hereafter be necessary.

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 2nd day of March, 1993, Covington, Louisiana.

WITNESSES: QUAIL CREEK DEVELOPMENT, INC

BY: GARY M. INTRAVIA, PRESIDENT

VALENTI HOMES, INC.

BY: JAY VALENTI, PRESIDENT

NOTE: Valenti Homes will sign separate act filed separately

MARTHA L. JUMONVILLE, NOTARY

STATE OF LOUISIANA, PARISH OF ST. TAMMANY

FOURTH ACT AMENDING AND MODIFYING THE DEED RESTRICTIONS AND COVENANTS FOR QUAIL CREEK SUBDIVISION ADDING QUAIL CREEK SOUTH, PHASE 1 TO THE EFFECTS THEREOF WITH CERTAIN MODIFICATIONS

BY: QUAIL CREEK DEVELOPMENT, INC.

BE IT KNOWN, that on this 25th day of March, 1993,

BEFORE ME, Martha L. Jumonville, Notary Public, in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared QUAIL CREEK DEVELOPMENT, INC., a corporation organized under the laws of the State of Louisiana, domiciled in St. Tammany Parish, Louisiana, represented herein by its duly authorized undersigned officer, by resolution of the Board of Directors, duly filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is declared to be 2000 Causeway Blvd., Mandeville, LA 70448 (hereinafter referred to as "Developer").

WHO DECLARED, that the Developer is the owner of record of a portion of ground located in Section 6, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana, containing 10.068

acres of land, on which 36 residential lots have been developed, known as QUAIL CREEK SOUTH, PHASE 1. Said property is described on and has been developed in accordance with the subdivision plat and survey prepared by Kelly J. McHugh & Associates, inc., dated or last revised February 1, 1993, hereinafter referred to as the "Plat". A full legal description of the property and the location of said lots are shown on the said subdivision plat which has been approved by the proper parish authorities and has been duly filed with the Clerk of Court, St. Tammany Parish, as Map File No. 1111, all of which is incorporated herein by reference.

AND WHO DECLARED that in the Deed Restrictions and Covenants for Quail Creek Subdivision, dated January 8, 1992, recorded in COB 1491, folio 392, Developer did establish certain restrictions for Quail Creek Subdivision which were amended to add Phases 1, 2, 3, and 4 to the effects thereof, with certain modifications.

AND WHO DECLARED, that the Developer, in Section V of the said restrictions, reserved the right to add additional property to the original or similar restrictions and covenants and to designate that the future purchasers of lots therein would become members of Quail Creek Property Owners Association.

AND WHO DECLARED, that Developer does hereby and by these presents, amend and modify the said restrictions previously filed for Quail Creek Subdivision, in COB 1492, folio 392, so as to add to the effects thereof the adjacent but separate subdivision, referred to as QUAIL CREEK SOUTH, PHASE 1, so that all residential lots in Quail Creek South, Phase One (1) shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and owned, subject to the conditions, covenants, privileges, restrictions, and contractual obligations and rights as set forth in the said restrictions, except as modified herein, all of which re declared to in aid of a plan for 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 or entity acquiring or owning an interest in the Property and improvements or any portion thereof.

By reference to the restrictions now in place for Quail Creek Subdivision, in COB 1491, folio 392, Sections I, II, and III of the original restrictions are adopted and applied to Quail Creek South, Phase One (1) herein as originally stated therein.

By reference to Section IV, the provisions contained in the said restrictions are adopted but are supplemented to provide that the Developer or the Property Owners Association may in stall certain berms, fences and/or landscaping along the rear of certain lots which abut Soutl Street, all within the fifteen (15') foot greenbelt area shown on the subdivision plat. Therefore, with regard to any such berms, fences and/or landscaping, same are dedicated for maintenance to the Property Owners Association by way of a predial servitude, so that the Property Owners Association shall at all times have reasonable access to the said area(s) for the purpose of maintenance and as necessary or desirable, improvement thereof, although at all times, the property shall remain the property of the owner of the lot on which the servitude may be located.

By reference to Section V, said section is adopted and applied to Quail Creek South, Phase 1, so that all owners of lots in Quail Creek South, Phase 1, shall be members of the Property Owners Association.

By reference to Sections VI, VII, VIII, IX, X and XI, all are adopted and applied to Quail Creek South, Phase 1 as originally stated.

By reference to Section XII, Subparts 1 and 2 are adopted and applied to Quail Creek South, Phase 1, as originally stated therein. By reference to Section XII, Subpart 3, is changed for Quail Creek South, Phase 1. Said section with regard to Quail Creek South, Phase 1, is amended to read as follows:

3. Dwelling size. No dwelling shall be constructed on any lot having less than one thousand five hundred (1,500) square feet of living area, this being exclusive of open porches, and garages. Each dwelling shall have a garage of at least three hundred (300) square feet. For structures of more than one (1) story, there will be no less than one thousand (1,000) square feet of living area on the ground floor.

By reference to Section XII, subpart 4, with regard to Quail Creek South, Phase 1, said section is amended to read as follows:

XII..... 4. Building Location-Culverts-Elevations.

(A) The following front, rear and side setback requirements shall apply to all lots in Quail Creek South, Phase 1:

(1) No building, structure or residence shall be located less than twenty five (25') feet from the front property line.

(2) No residence or main residential structure shall be located less than twenty five (25') feet from the rear property line.

(3) No residence or main residential structure shall be located less than five (5') feet from the side property line, except on a corner lot, that is, any lot which has a street frontage on two (2) sides, no structure shall be located less than ten (10') feet from the side adjacent to the street, or as shown on the subdivision plat, whichever is less.

(4) A subordinate or accessory building is one the use of which is incidental to the main building, such as greenhouses, storage buildings, sheds, gazebos, detached garage or the like. These structures shall not be located nearer to the rear property line than ten (10') feet, or any closer to the side property line than five (5') feet, or if the sideline is adjacent to a street, then ten (10') feet from the sideline. Accessory buildings cannot exceed one (1) story in height. The architectural style, proportions and materials of the accessory building(s) should match that of the primary structure, and plans therefore must be submitted just as for the primary structure.

(5) All driveways and aprons must be concrete and must connect from the street to the garage. All driveways must have a culvert, approved in size and invert by Kelly McHugh & Associates in advance to insure proper drainage. No driveway can be located any closer to the side property line than two (2') feet. Each driveway must have two (2) expansion joints, one on either side of the culvert. There shall be no access directly onto any lot from Sault Street.

All remaining Subparts of Section XII, being 6-10 inclusive are adopted without change.

By reference to Section XII, 5 regarding fences is adopted and applied to Quail Creek South,



Phase 1 as originally written.

By reference to Section XIII, it is adopted and applied to Quail Creek South, Phase 1 as originally written.

AND NOW, the Developer declared that it does hereby request the Clerk of Court, St. Tammany Parish, to record this act in the Conveyance Records of this parish, and to note same in the margin of the Act Creating Deed Restrictions and Covenants which was recorded with the Clerk of Court, St. Tammany Parish, on January 8, 1992, in COB 1491, folio 392, to serve as may hereafter be necessary.

THUS DONE AND PASSED, in the presence of my, Notary, and that of the undersigned competent witnesses, after reading the whole and for the purposes stated herein, this 25th day of March, 1993, Covington, Louisiana.

WITNESSES: QUAIL CREEK DEVELOPMENT, INC.

BY: GARY M. INTRAVIA, PRESIDENT

MARTHA L. JUMONVILLE, NOTARY

STATE OF LOUISIANA, PARISH OF ST. TAMMANY

AMENDMENT OF PLAT AND FIFTH ACT AMENDING AND MODIFYING THE DEED  
RESTRICTIONS AND COVENANTS FOR QUAIL CREEK SUBDIVISION, ADDING  
PHASE FIVE TO THE EFFECTS THEREO

BY: QUAIL CREEK DEVELOPMENT, INC., ET AL

BE IT KNOWN, that on this 3rd day of September, 1993,

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

QUAIL CREEK DEVELOPMENT, INC., a corporation organized under the laws of the State of Louisiana, domiciled in the Parish of St. Tammany, Louisiana, represented herein by the duly authorized undersigned officer, by resolution of the Board of Directors, duly filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is 2000 Causeway Blvd., Mandeville, LA 70448, (hereinafter "Developer"), who developed Quail Creek Subdivision, Phase Five, and who after being duly sworn did declare and say as follows:

DEVELOPER placed certain restrictions on property located known as Quail Creek Subdivision, Phase One, by act dated January 8, 1992, which act is recorded with the Clerk of Court, St. Tammany Parish in COB 1491, folio 392. And therein, Developer indicated that additional phases would be added to the subdivision and the restrictions thereafter, as and when developed.

DEVELOPER, in the original restrictions, retained the right to amend the restrictions to add additional phases of the subdivision as developed, and to amend the restrictions for any legitimate business purposes, acting alone.

DEVELOPER, did execute the final subdivision plat on Quail Creek Subdivision, Phase Five, which is comprised of 25 residential lots, and which map was further executed by all the proper parish authorities, and which map was duly filed with the Clerk of Court, St. Tammany Parish as Map File No. 1134, all as is more fully shown by reference to the legal description contained on the face of the plat, but which property is briefly described as being 9.592 acres located in Section 6, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana.

DEVELOPER, did show on the said face of the plat certain restrictions and did also, in item 10, state that additional restrictions were filed in COB \_\_\_\_\_, folio \_\_\_\_\_, these being inadvertently left blank.

DEVELOPER, shows that any party purchasing any lot in this phase was put on notice by virtue of the restrictions filed in COB 1491, folio 392, that additional phases of Quail Creek Subdivision, as developed, would be added to the effects of the restrictions, and further, that the plat filed before the sell out of any lots specifically referenced the said restrictions, but through inadvertence and error, the map did not complete the blanks for the COB and folio of the restrictions.

AND NOW, Developer does hereby and by these presents amend the plat filed as Map File No. 1134, and particularly item 10 under the "Minimum Restrictive Covenants" to read hereafter as follows:

"10. The minimum restrictive covenants cited above are as per Section 7.08 of Parish Ordinance No. 499 (Subdivision Regulation). Additional Building Restrictions and Covenants are recorded in COB 1491, folio 392.",

AND THE Clerk of Court, St. Tammany Parish is hereby requested to make note of this amendment on the face of the said plat, to serve as may hereafter be required.

AND FURTHER, Developer does hereby and by these presents, amend and modify the said restrictions previously filed in COB 1491, folio 392, so as to add to the effects thereof, the residential lots in Phase Five of the subdivision so that hereafter, the lots shown on the referenced subdivision plan, Map File No. 1134, shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and owned subject to the conditions, 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 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/or assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

By reference to the restrictions now in place for Phase One of the subdivision, the said restrictions are adopted and applied to Phase Five herein, except that specific note is made to the setback lines, servitudes, greenbelt areas, etc. as shown on the final and official subdivision plat referenced herein, and same are specifically incorporated herein and made to apply to this phase.

AND NOW, the Developer has declared that it does hereby request the Clerk of Court, St. Tammany Parish, to record this act in the Conveyance Records of this parish, and to note same in the margin of the Act Creating Deed Restrictions and Covenants which was recorded with the Clerk of Court, previously files at COB 1491, folio 392, to serve as may hereafter be necessary.

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 3rd day of September, 1993, Covington, Louisiana.

WITNESSES: QUAIL CREEK DEVELOPMENT, INC.

BY: GARY M. INTRAVIA, PRESIDENT

MARTHA L. JUMONVILLE, NOTARY

STATE OF LOUISIANA, PARISH OF ST. TAMMANY

SIXTH ACT AMENDING AND MODIFYING THE DEED RESTRICTIONS AND COVENANTS FOR QUAIL CREEK SUBDIVISION, ADDING QUAIL CREEK SOUTH, PHASE 2, TO THE EFFECTS THEREOF WITH CERTAIN MODIFICATIONS

BY: QUAIL CREEK DEVELOPMENT, INC.

BE IT KNOWN, that on this 26th day of October, 1993,

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

QUAIL CREEK DEVELOPMENT, INC., which is a corporation organized under the laws of the State of Louisiana, and domiciled in St. Tammany Parish, represented herein by its duly authorized undersigned officer, 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 2000 Causeway Blvd., Mandeville, LA 70448 (hereinafter referred to as "Developer")

WHO DECLARED, that the Developer is the owner of record of a portion of ground located in Section 6, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana, containing 7.49 acres of land, on which 27 residential lots have been developed, all in accordance with the subdivision plat and survey prepared by Kelly J. McHugh & Associates, Inc., dated or last revised October 4, 1993, hereinafter referred to as the "Plat". A full legal description of the property and the location of said lots are given on the said plat, which has been approved by the proper parish authorities and has been duly filed with the Clerk of Court, St. Tammany Parish, as Map File No. 1167, all of which is incorporated herein by reference.

AND WHO DECLARED that in the Deed Restrictions and Covenants for Quail Creek Subdivision, dated January 8, 1992, recorded in COB 1491, folio 392, Developer did reserve and retain unto itself the right to amend the restrictions to add additional property to the effects of the restrictions and to amend the restrictions for any legitimate business purpose of the Developer, acting alone.

AND WHO DECLARED that by act entitled "Fourth Act Amending and Modifying the Deed Restrictions and Covenants for Quail Creek Subdivision", dated March 25, 1993, recorded in COB 1544, folio 873, Developer did add QUAIL CREEK SOUTH, PHASE 1, to the effects of the said Deed Restrictions and Covenants, with certain modifications necessary for the scheme of development of Quail Creek South.

AND WHO DECLARED, that Developer does hereby and by these presents, amend and modify the said restrictions previously filed for Quail Creek Subdivision, in COB 1492, folio 392, and as adopted and modified for Quail Creek South by act recorded in COB 1544, folio 873, all as aforesaid and described, so as to add to the effects thereof, QUAIL CREEK SOUTH, PHASE 2, so that all residential lots in Quail Creek South, Phase 2 shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and owned, subject to the conditions, covenants, privileges, restrictions, and contractual obligations and rights as set forth in the said restrictions, so that hereafter the restrictions for Quail Creek South, Phase 2 shall be identical to the restrictions for Quail Creek South, Phase 1.

AND WHO DECLARED, that the said restrictions are declared to be in aid of a plan for 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 or entity acquiring or owning an interest in the Property and improvements or any portion thereof.

AND NOW, the Developer declared that it does hereby request the Clerk of Court, St. Tammany Parish, to record this act in the conveyance records, and to note same in the margin of the Acts filed in COB 1491, folio 392 and COB 1544, folio 873, to serve as hereafter may be necessary.

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 26th day of October, 1993, Covington, Louisiana.

WITNESSES: QUAIL CREEK DEVELOPMENT, INC.

BY: GARY M. INTRAVIA, PRESIDENT

MARTHA L. JUMONVILLE, NOTARY

STATE OF LOUISIANA, PARISH OF ST. TAMMANY

SEVENTH ACT AMENDING AND MODIFYING THE DEED RESTRICTIONS AND

COVENANTS FOR QUAIL CREEK SUBDIVISION, ADDING QUAIL CREEK  
SUBDIVISION PHASE 6, TO THE EFFECTS THEREOF

BY: QUAIL CREEK DEVELOPMENT, INC.

BE IT KNOWN, that on this 10th day of November 1993,

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

QUAIL CREEK DEVELOPMENT, INC., a corporation organized under the laws of the State of Louisiana, domiciled in St. Tammany Parish, Louisiana, represented herein by its duly authorized undersigned officer, by resolution of the Board of Directors, previously filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is 2000 Causeway Blvd., Mandeville, LA 70448 (hereinafter "Developer"),

WHO AFTER BEING DULY SWORN, did declare and say that Developer did develop Quail Creek Subdivision, Phase 6, which is located on a parcel of ground being 6.485 acres of ground located in Section 6, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana, all as is more fully shown on the final subdivision plat of Kelly J. McHugh & Associates, Inc., dated August 18, 1993, which phase contains 20 residential lots, and which was approved by the proper parish authorities and therefore duly filed with the Clerk of Court, St. Tammany Parish as Map File No. 1172, (The "Property").

AND WHO FURTHER DECLARED, that Developer has previously placed restriction for Quail Creek Subdivision, Phase One, by act dated January 8, 1992, which act was recorded with the Clerk of Court, St. Tammany Parish in COB 1491, folio 392, in which the Developer indicated that additional phases of the subdivision would be added to the effects of the restrictions as and when developed. Further, Developer, in the original restrictions, retained the right to amend the restrictions for any legitimate business purpose, acting along.

AND WHO DECLARED, that Developer does hereby and by these presents amend and modify the said restrictions previously filed for Phase One of the subdivision, so as to add to the effects thereof, the residential lots in Phase 6, as shown on the final plat referenced herein, so that thereafter, all lots shown on the reference plat shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and owned subject to the conditions, 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 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.

By reference to the restrictions now in place for Phase One of the subdivision are adopted and applied to Phase 6 of the subdivision, except as follow:

Section XII, (A), (3) is amended to read as follows:

(3) No residence or main residential structure shall be located less than seven and one half (7.5') feet from the side property line, except on a corner lot, that is, any lot which has a frontage on

two (2) sides, no structure shall be located less than fifteen (15') feet or as shown on the plat from the side adjacent to the street.

Section XII, 4 (A) (5) of the restrictions is amended so as to provide as follows:

(5) All driveways and aprons must be concrete and must connect from the street to the garage or carport. All driveways must have a culvert, approved in size and invert by Kelly McHugh & Associates in advance to insure the proper flow of drainage. No driveway can be located any closer to the side property line than two (2') feet. Each driveway must have two (2) expansion joints, one on either side of the culvert. The locations of driveways for Lots 169 and 224 and the streets from which these lots shall have driveway access shall be subject to the Architectural Control Committee, to assure the safe and proper flow of traffic.

AND NOW, Developer requests that the Clerk of Court record this amendment to serve as may hereafter be required.

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 10th day of November, 1993, Covington, Louisiana.

WITNESSES: QUAIL CREEK DEVELOPMENT, INC.

BY: GARY M. INTRAVIA, PRESIDENT

MARTHA L. JUMONVILLE, NOTARY

STATE OF LOUISIANA, PARISH OF ST. TAMMANY



EIGHTH ACT AMENDING AND MODIFYING THE DEED RESTRICTIONS AND COVENANTS FOR QUAIL CREEK SUBDIVISION

BY: QUAIL CREEK DEVELOPMENT, INC.

BE IT KNOWN, that on this 5th day of January 1994,

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

QUAIL CREEK DEVELOPMENT, INC., a corporation organized under the laws of the State of Louisiana, domiciled in St. Tammany Parish, Louisiana, represented herein by its duly authorized undersigned officer, by resolution of the Board of Directors, previously filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is 2000 Causeway Blvd., Mandeville, LA 70448 (hereinafter "Developer"),

WHO AFTER BEING DULY SWORN, did declare and say that Developer place certain master deed restrictions on property known as Quail Creek Subdivision, all by act dated January 8, 1992, and recorded with the Clerk of Court, St. Tammany Parish, Louisiana, which restrictions are filed at COB 1491, folio 392. These restrictions have been amended from time to time to add additional properties being developed as Quail Creek Subdivision and Quail Creek South Subdivision, and will continue to be amended to add such additional phases as they are hereafter developed over a period of time as the market demands.

AND WHO AFTER BEING DULY SWORN, did declare and say that the said restrictions do establish an Architectural Control Committee, all as set out in Section VI., #1, of the original restrictions, which is to be composed of between 3 and 5 persons.

AND WHO DECLARED, that the said restrictions in Section XIII., #2, of the original restrictions make specific provisions for the Developer, acting alone, to amend the restrictions to the extent deemed necessary and advisable for its legitimate business purpose.

AND WHO DECLARED, that the Developer, which continues to own property in the said subdivision, does hereby deem it necessary and advisable, and does therefore and by this act, amend the restrictions as recorded in COB 1491, folio 392, as thereafter amended, to add Section VI., #1 (a) pertaining to the composition of the QCACC (Quail Creek Architectural Control Committee), as follows:

VI. ARCHITECTURAL CONTROL AND RESTRICTIONS

1. (No changes as originally set out in original restrictions as referenced)

1(a) So long as Developer continues to own at least one lot in Quail Creek Subdivision or Quail Creek South Subdivision, or any later phase of either of these subdivisions, which are now or hereafter made subject to the provisions of these restrictions, the Quail Creek Architectural Control Committee (QCACC) shall be comprised of Gary M. Intravia, Kelly J. McHugh, and E.J. Dazet, or if any one of these persons shall be unable or unwilling to serve in that capacity, such other person as the Developer may designate. For a period of 60 days following the sale of the last lot in said subdivisions or additional phases thereof, the said QCACC as set out herein

shall continue to serve. After such time, the Home Owners Association shall have the right to elect a replacement QCACC to have between 3 and 5 members as originally set out. Nothing herein shall impede the said QCACC members from abdicating its authority in whole or in part prior to that time.

2. et seq. (No changes as originally set out in original restrictions as referenced)

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 10th day of November, 1993, Covington, Louisiana.

WITNESSES: QUAIL CREEK DEVELOPMENT, INC.

BY: GARY M. INTRAVIA, PRESIDENT

MARTHA L. JUMONVILLE, NOTARY

STATE OF LOUISIANA, PARISH OF ST. TAMMANY

NINTH ACT AMENDING AND MODIFYING THE DEED RESTRICTIONS AND COVENANTS FOR QUAIL CREEK SUBDIVISION

BY: QUAIL CREEK DEVELOPMENT, INC.

BE IT KNOWN, that on this 23rd day of August 1994,

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

QUAIL CREEK DEVELOPMENT, INC., a corporation organized under the laws of the State of Louisiana, domiciled in St. Tammany Parish, Louisiana, represented herein by its duly authorized undersigned officer, by resolution of the Board of Directors, previously filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is 845 Galvez St., Mandeville, LA 70448 (hereinafter "Developer"),

WHO AFTER BEING DULY SWORN, did declare and say that Developer did place certain master deed restrictions on property known as Quail Creek Subdivision, all by act dated January 8, 1992, and recorded with the Clerk of Court, St. Tammany Parish, Louisiana, which restrictions are filed with the Clerk of Court, St. Tammany Parish, at COB 1491, folio 392. These restrictions have been amended from time to time to add additional properties being developed as Quail Creek Subdivision and Quail Creek South Subdivision, and will continue to be amended to add such additional phases as they are hereafter developed.

AND WHO AFTER BEING DULY SWORN, did declare and say that the Developer has obtained approval for the following:

A. Quail Creek Subdivision, Phase 7, which is located on a parcel of ground being 17.7848 acres of ground located in Section 6, Township 8 South, Range 12 East, St. Tammany Parish, all as is more fully shown on the final subdivision plat of Kelly J. McHugh & Associates, Inc., dated December 16, 1993, as thereafter revised, which phase contains 42 residential lots, and which was approved by the proper parish authorities and thereafter filed with the Clerk of Court, St. Tammany Parish as Map File No. 1248, on August 17, 1994.

B. Quail Creek South, Phase 3, which is located on a parcel of ground being 5.79 acres of ground located in Section 6, Township 8 South, Range 12 East, St. Tammany Parish, all as is more fully shown on the final subdivision plat of Kelly J. McHugh & Associates, Inc., dated June 7, 1994, as thereafter revised, which phase contains 19 residential lots, and which was approved by the proper parish authorities and thereafter filed with the Clerk of Court, St. Tammany Parish as Map File No. 1247, on August 17, 1994.

AND WHO DECLARED, that Developer does hereby and by these presents amend and modify the said restrictions previously filed in COB 1491, folio 392, so as to add to the effects of said restrictions, the residential lots in Quail Creek Subdivision, Phase 7, and Quail Creek South, Phase 3, subject to any and all later amendments affecting the general restrictions which have been placed on record since the filing of the original restrictions, and further, subject to the amendment which is made hereinafter. In so doing, all lots shown on the said referenced plats shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and owned subject to the said conditions, covenants, privileges, restrictions, and contractual rights and obligations set forth therein, all of which are declared to in aid of a plan for the improvement of the said property shown on the said plats of subdivisions described herein.

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.

By reference to the restrictions now in place as amended, the original "base" restrictions Section III, 17, contained at the bottom of page 3 of the restrictions on COB 1491, folio 392, states "17. No owner shall install or cause to be installed any mailbox except a standardized one supplied by the QCACC for the cost of the supplies." This restriction was never implemented and has been abandoned, so to that end, the provisions contained in said paragraph are deleted.

By reference to the other restrictions now in place as amended, the original "base" restrictions are adopted and applied to Quail Creek Subdivision, Phase 7, and Quail Creek South, Phase 3, except as follows:

The square footage requirements established for Quail Creek Subdivision in COB 1491, folio 392, are continued for Quail Creek Subdivision, Phase 7.

The square footage requirements established for Quail Creek South, in COB 1544, folio 873, are continued for Quail Creek South, Phase 3.

Section XII, 4 (A) (3) of the restrictions is amended so that the setback lines for these two phases shall be those shown on the top right hand corner of the recorded subdivision plats referenced herein.

Section XII, 4 (A) (5) of the restrictions is amended so as to provide as follows:

(5) All driveways and aprons must be concrete and must connect from the street to the garage or carport. All driveways must have a culvert, approved in size and invert by Kelly McHugh & Associates in advance, to insure the proper flow of drainage. No driveway can be located any closer to the side property line than two (2') feet. Each driveway must have two (2) expansion joints, one on either side of the culvert. The locations of the driveways for any corner lots shall be subject to approval by the QCACC to assure the safe and proper flow of traffic.

AND NOW, Developer requests that the Clerk of Court record this amendment to serve as may hereafter be required.

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 19th day of August, 1993, Covington, Louisiana.

WITNESSES: QUAIL CREEK DEVELOPMENT, INC.

BY: GARY M. INTRAVIA, PRESIDENT

MARTHA L. JUMONVILLE, NOTARY

STATE OF LOUISIANA, PARISH OF ST. TAMMANY

TENTH ACT AMENDING AND MODIFYING THE DEED RESTRICTIONS AND COVENANTS FOR QUAIL CREEK SUBDIVISION ADDING QUAIL CREEK SUBDIVISION, PHASE 8 AND QUAIL CREEK SOUTH, PHASE 4 TO THE EFFECTS THEREOF AND MAKING OTHER CERTAIN AMENDMENTS

BY: QUAIL CREEK DEVELOPMENT, INC.

BE IT KNOWN, that on this 15th day of March 1995,

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

QUAIL CREEK DEVELOPMENT, INC., a corporation organized under the laws of the State of Louisiana, domiciled in St. Tammany Parish, Louisiana, represented herein by its duly authorized undersigned officer, by resolution of the Board of Directors, previously filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is 845 Galvez St., Mandeville, LA 70448 (hereinafter "Developer"),

WHO AFTER BEING DULY SWORN, did declare and say that Developer did place certain master deed restrictions on property known as Quail Creek Subdivision, all by act dated January 8, 1992, and recorded with the Clerk of Court, St. Tammany Parish, Louisiana, which restrictions are filed with the Clerk of Court, St. Tammany Parish, at COB 1491, folio 392. These restrictions have been amended from time to time to add additional properties being developed as Quail Creek Subdivision and Quail Creek South Subdivision, and will continue to be amended to add such additional phases as they are hereafter developed.

AND WHO AFTER BEING DULY SWORN, did declare and say that the Developer has obtained approval for the following:

A. Quail Creek Subdivision, Phase 8, which is located on a parcel of ground being 10.058 acres of ground located in Section 6, Township 8 South, Range 12 East, St. Tammany Parish, all as is more fully shown on the final subdivision plat of Kelly J. McHugh & Associates, Inc., dated January 10, 1995, as thereafter revised, which phase contains 31 residential lots, and which was approved by the proper parish authorities and thereafter filed with the Clerk of Court, St. Tammany Parish as Map File No. 1308.

B. Quail Creek South, Phase 4, which is located on a parcel of ground being 5.191 acres of ground located in Section 6, Township 8 South, Range 12 East, St. Tammany Parish, all as is more fully shown on the final subdivision plat of Kelly J. McHugh & Associates, Inc., dated September 15, 1995, as thereafter revised, which phase contains 17 residential lots, and which was approved by the proper parish authorities and thereafter filed with the Clerk of Court, St. Tammany Parish, as Map File No. 1307.

AND WHO DECLARED, that Developer does hereby and by these presents amend and modify the restrictions previously filed in COB 1492, folio 392, so as to add to the effects of said restrictions, the residential lots in Quail Creek Subdivision, Phase 8, and Quail Creek South, Phase 4, subject to any and all later amendments affecting the general restrictions which have been placed on record since the filing of the original restrictions, and further, subject to the amendment to the original which is made hereinafter. In so doing, all lots shown on the said referenced plats shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and owned subject to the said conditions, covenants, privileges, restrictions, and contractual rights and obligations set forth therein, all of which are declared to in aid of a plan for the improvement of the said property shown on the said plats of subdivision described herein.

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.

By reference to the restrictions now in place, as amended, the original "base" restrictions, Section III. Prohibited Activities, Item 12 is hereby amended so as to apply to all lots, all phases, in Quail Creek Subdivision and Quail Creek South and to hereafter read as follows:

III. 12. No antennas (including television antennas) shall be visible, but must be concealed and installed in attic crawl space or other enclosure. Satellite dishes are permitted provided they do not exceed eighteen (18") inches in diameter, is installed so as not to be visible from the street. On corner lots, the dish must be placed in the least conspicuous location available at the back of the house.

By reference to the other restrictions now in place as amended, the original "base" restrictions are adopted and applied to Quail Creek Subdivision, Phase 8, and Quail Creek South, Phase 4, except as follows:

The square footage requirements established for Quail Creek Subdivision in COB 1492, folio 392, are continued for Quail Creek Subdivision, Phase 8.

The square footage requirements established for Quail Creek South, in COB 1544, folio 873, are continued for Quail Creek South, Phase 4.

Section XII, 4 (A) (3) of the restrictions is amended so that the setback lines for the two phases herein named shall be those shown on the top right hand corner of the recorded subdivision plats referenced herein.

Section XII, 4 (A) (5) of the restrictions is amended so as to provide as follows:

(5) All driveways and aprons must be concrete and must connect from the street to the garage or carport. All driveways must have a culvert, approved in size and invert by Kelly McHugh & Associates in advance, to insure the proper flow of drainage. No driveway can be located any closer to the side property line than two (2') feet. Each driveway must have two (2) expansion joints, one on either side of the culvert.

The locations of the driveways for any corner lots shall be subject to approval by the QCACC to assure the safe and proper flow of traffic.

AND NOW, Developer requests that the Clerk of Court record this amendment to serve as may hereafter be required.

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 15th day of March, 1995, Covington, Louisiana.

WITNESSES: QUAIL CREEK DEVELOPMENT, INC.

BY: GARY M. INTRAVIA, PRESIDENT

MARTHA L. JUMONVILLE, NOTARY



STATE OF LOUISIANA, PARISH OF ST. TAMMANY

ELEVENTH ACT AMENDING AND MODIFYING THE DEED RESTRICTIONS AND COVENANTS FOR QUAIL CREEK SUBDIVISION ADDING QUAIL CREEK EXTENSION, PHASE 1, TO THE EFFECTS THEREOF AND MAKING OTHER CERTAIN AMENDMENTS

BY: QUAIL CREEK DEVELOPMENT, INC.

BE IT KNOWN, that on this 28th day of December 1995,

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

QUAIL CREEK DEVELOPMENT, INC., a corporation organized under the laws of the State of Louisiana, domiciled in St. Tammany Parish, Louisiana, represented herein by its duly authorized undersigned officer, by resolution of the Board of Directors, previously filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is 845 Galvez St., Mandeville, LA 70448 (hereinafter "Developer"),

WHO AFTER BEING DULY SWORN, did declare and say that Developer did place certain master deed restrictions on property known as Quail Creek Subdivision, all by act dated January

8, 1992, and recorded with the Clerk of Court, St. Tammany Parish, Louisiana, which restrictions are filed with the Clerk of Court, St. Tammany Parish, at COB 1491, folio 392. These restrictions have been amended from time to time to add additional properties being developed as Quail Creek Subdivision and Quail Creek South Subdivision, are now being amended to add Quail Creek Extension, Phase 1, which has now been developed.

AND WHO AFTER BEING DULY SWORN, did declare and say that the Developer has obtained approval for Quail Creek Extension, Phase 1, which is located on a parcel of ground being 6.256 acres of ground located in Section 6, Township 8 South, Range 12 East, St. Tammany Parish, all as is more fully shown on the final subdivision plat of Kelly J. McHugh & Associates, Inc., dated October 11, 1995, as thereafter revised, which phase contains 15 residential lots, and which was approved by the proper parish authorities and thereafter filed with the Clerk of Court, St. Tammany Parish as Map File No. The particular lot numbers are Lots 430-441 inclusive, Lots 416, 417 and 448.

AND WHO DECLARED, that Developer does hereby and by these presents amend and modify the said restrictions previously filed in COB 1492, folio 392, so as to add to the effects of said restrictions, the residential lots in Quail Creek Extension, Phase 1, subject to any and all later amendments affecting the general restrictions which have been placed of record since the filing of the original restrictions. In so doing, all lots shown on the said referenced plats shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and owned subject to the said conditions, covenants, privileges, restrictions, and contractual rights and obligations set forth therein, all of which are declared to in aid of a plan for the improvement of the said property shown on the said plats of subdivision described herein.

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.

By reference to the restrictions now in place as, amended, the original "base" restrictions, Section III. Prohibited Activities, Item 12, is hereby amended so as to apply to all lots, all phases, in Quail Creek Extension, and to hereafter read as follows:

III. 12. No antennas (including television antennas) shall be visible, but must be concealed and installed in attic crawl space or other enclosure. Satellite dishes are permitted provided they do not exceed eighteen (18') inches in diameter, is installed so as not to be visibly from the street. On corner lots, the dish must be placed in the least conspicuous location available at the back of the house.

By reference to the other restrictions now in place as amended, the original "base" restrictions are adopted and applied to Quail Creek Extension, Phase 1, except as follows:

The square footage requirements established for Quail Creek Subdivision in COB 1492, folio 392, Section XII, 3, are continued for Quail Creek Extension, Phase 1.

Section XII, 4 (A) (3) of the restrictions is amended so that the setback lines for the phase herein named shall be those shown on the top right hand corner of the recorded subdivision plats referenced herein.

Section XII, 4 (A) (5) of the restrictions is amended so as to provide as follows:

(5) All driveways and aprons must be concrete and must connect from the street to the garage or carport. All driveways must have a culvert, approved in size and invert by Kelly McHugh & Associates in advance, to insure the proper flow of drainage. No driveway can be located any closer to the side property line than two (2') feet. Each driveway must have two (2) expansion joints, one on either side of the culvert. The locations of the driveways for any corner lots shall be subject to approval by the QCACC to assure the safe and proper flow of traffic.

AND NOW, Developer requests that the Clerk of Court record this amendment to serve as may hereafter be required.

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 28th day of December, 1995, Covington, Louisiana.

WITNESSES: QUAIL CREEK DEVELOPMENT, INC.

BY: GARY M. INTRAVIA, PRESIDENT

MARTHA L. JUMONVILLE, NOTARY

STATE OF LOUISIANA, PARISH OF ST. TAMMANY

TWELFTH ACT AMENDING AND MODIFYING THE DEED RESTRICTIONS AND  
COVENANTS FOR QUAIL CREEK SUBDIVISION ADDING QUAIL CREEK

SUBDIVISION, PHASE 9, TO THE EFFECTS THEREOF

BY: QUAIL CREEK DEVELOPMENT, INC.

BE IT KNOWN, that on this 17th day of January 1996,

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

QUAIL CREEK DEVELOPMENT, INC., a corporation organized under the laws of the State of Louisiana, domiciled in St. Tammany Parish, Louisiana, represented herein by its duly authorized undersigned officer, by resolution of the Board of Directors, previously filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is 845 Galvez St., Mandeville, LA 70448 (hereinafter "Developer"),

WHO AFTER BEING DULY SWORN, did declare and say that Developer did place certain master deed restrictions on property known as Quail Creek Subdivision, all by act dated January 8, 1992, and recorded with the Clerk of Court, St. Tammany Parish, Louisiana, which restrictions are filed with the Clerk of Court, St. Tammany Parish, at COB 1491, folio 392. These restrictions have been amended from time to time to add additional properties being developed as Quail Creek Subdivision and Quail Creek South Subdivision and Quail Creek Extension, and will continue to be amended to add such additional phases as they are hereafter developed.

AND WHO AFTER BEING DULY SWORN, did declare and say that the Developer has obtained approval for the following new phase:

Quail Creek Subdivision, Phase 9, which is located on a parcel of ground being 9.530 acres of ground located in Section 6, Township 8 South, Range 12 East, St. Tammany Parish, all as is more fully shown on the final subdivision plat of Kelly J. McHugh & Associates, Inc., dated October 12, 1995, as thereafter revised through January 9, 1996, which phase contains 29 residential lots, and which was approved by the proper parish authorities and thereafter filed with the Clerk of Court, St. Tammany Parish as Map File No. 1395.

AND WHO DECLARED, that Developer does hereby and by these presents amend and modify the said restrictions previously filed in COB 1492, folio 392, so as to add to the effects of said restrictions, the residential lots in Quail Creek Subdivision, Phase 9, subject to any and all later amendments affecting the general restrictions which have been placed of record since the filing of the original restrictions. In so doing, all lots shown on the said referenced plats shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and owned subject to the said conditions, covenants, privileges, restrictions, and contractual rights and obligations set forth therein, all of which are declared to in aid of a plan for the improvement of the said property shown on the said plats of subdivision described herein.

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.

By reference to the restrictions now in place as amended, the original "base" restrictions are

adopted and applied to Quail Creek Subdivision, Phase 9, as follows:

The square footage requirements established for Quail Creek Subdivision in COB 1492, folio 392, are continued for Quail Creek Subdivision, Phase 9.

Section XII, 4 (A) (3) of the restrictions is amended so that the setback lines for Phase 9 herein named shall be those shown on the top right hand corner of the recorded subdivision plats referenced herein.

Section XII, 4 (A) (5) of the restrictions is amended so as to provide as follows:

(5) All driveways and aprons must be concrete and must connect from the street to the garage or carport. All driveways must have a culvert, approved in size and invert by Kelly McHugh & Associates in advance, to insure the proper flow of drainage. No driveway can be located any closer to the side property line than two (2') feet. Each driveway must have two (2) expansion joints, one on either side of the culvert. The locations of the driveways for any corner lots shall be subject to approval by the QCACC to assure the safe and proper flow of traffic.

AND NOW, Developer requests that the Clerk of Court record this amendment to serve as may hereafter be required.

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 17th day of January, 1996, Covington, Louisiana.

WITNESSES: QUAIL CREEK DEVELOPMENT, INC.

BY: GARY M. INTRAVIA, PRESIDENT

MARTHA L. JUMONVILLE, NOTARY

STATE OF LOUISIANA, PARISH OF ST. TAMMANY

THIRTEENTH ACT AMENDING AND MODIFYING THE DEED RESTRICTIONS AND COVENANTS FOR QUAIL CREEK SUBDIVISION ADDING QUAIL CREEK SUBDIVISION, PHASE 10, TO THE EFFECTS THEREOF

BY: QUAIL CREEK DEVELOPMENT, INC.

BE IT KNOWN, that on this 6th day of September 1996,

BEFORE ME, Gay Cook, Notary Public, in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

QUAIL CREEK DEVELOPMENT, INC., a corporation organized under the laws of the State of Louisiana, domiciled in St. Tammany Parish, Louisiana, represented herein by its duly authorized undersigned officer, by resolution of the Board of Directors, previously filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is 845 Galvez St., Mandeville, LA 70448 (hereinafter "Developer"),

WHO AFTER BEING DULY SWORN, did declare and say that Developer did place certain master deed restrictions on property known as Quail Creek Subdivision, all by act dated January 8, 1992, and recorded with the Clerk of Court, St. Tammany Parish, Louisiana, which restrictions are filed with the Clerk of Court, St. Tammany Parish, at COB 1491, folio 392. These restrictions have been amended from time to time, and have added additional properties later developed as Quail Creek Subdivision and Quail Creek South Subdivision, and Quail Creek Extension.

AND WHO AFTER BEING DULY SWORN, did declare and say that the Developer has obtained approval for the following new phase:

Quail Creek Subdivision, Phase 10, which is located on a parcel of ground being 6.504 acres of ground located in Section 6, Township 8 South, Range 12 East, St. Tammany Parish, all as is more fully shown on the final subdivision plat of Kelly J. McHugh & Associates, Inc., dated May 28, 1996, as thereafter revised through August 12, 1996, which phase contains 21 residential lots, and which was approved by the proper parish authorities and thereafter filed with the Clerk of Court, St. Tammany Parish as Map File No. 1467.

AND WHO DECLARED, that Developer does hereby and by these presents amend and modify the said restrictions previously filed in COB 1492, folio 392, so as to add to the effects of said restrictions, the residential lots in Quail Creek Subdivision, Phase 10, subject to any and all later amendments affecting the general restrictions which have been placed of record since the filing of the original restrictions. In so doing, all lots shown on the said referenced plats shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and owned subject to the said conditions, covenants, privileges, restrictions, and contractual rights and obligations set forth therein, all of which are declared to in aid of a plan for the improvement of the said property shown on the said plat of subdivision described herein.

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.

By reference to the restrictions now in place as amended, the original "base" restrictions are adopted and applied to Quail Creek Subdivision, Phase 10, as follows:

The square footage requirements established for Quail Creek Subdivision in COB 1492, folio 392, are continued for Quail Creek Subdivision, Phase 10.

Section XII, 4 (A) (3) of the restrictions is amended so that the setback lines for Phase 10 herein

named shall be those shown on the top right hand corner of the recorded subdivision plats referenced herein.

Section XII, 4 (A) (5) of the restrictions is amended so as to provide as follows:

(5)All driveways and aprons must be concrete and must connect from the street to the garage or carport. All driveways must have a culvert, approved in size and invert by Kelly McHugh & Associates in advance, to insure the proper flow of drainage. No driveway can be located any closer to the side property line than two (2') feet. Each driveway must have two (2) expansion joints, one on either side of the culvert. The locations of the driveways for any corner lots shall be subject to approval by the QCACC to assure the safe and proper flow of traffic.

AND NOW, Developer requests that the Clerk of Court record this amendment to serve as may hereafter be required.

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 6th day of September, 1996, Covington, Louisiana.

WITNESSES: QUAIL CREEK DEVELOPMENT, INC.

BY: GARY M. INTRAVIA, PRESIDENT

GAY COOK, NOTARY



