

**DECLARATION OF COVENANTS, RESTRICTIONS,
AND SERVITUDE FOR
THE COMMONS AT LAKE TIMBERLANE**

STATE OF LOUISIANA

PARISH OF JEFFERSON

BE IT KNOWN , that on this 30th day of January, 1998;

BEFORE ME, the undersigned Notary Public, personally came and appeared:

GOLDEN ESTATES, LLC

a Louisiana limited liability company domiciled in Jefferson Parish (hereinafter referred to as "Declarant");

Who, after being duly sworn, declared that:

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described as The Commons At Lake Timberlane, described in Article II of this Declaration and desires to create thereon a gated residential community, for the benefit of the said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas; and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the said efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Louisiana, as a nonprofit corporation, THE COMMONS AT LAKE TIMBERLANE HOMEOWNERS' ASSOCIATION, INC., for the purposes of exercising the functions aforesaid:

NOW THEREFORE, the Declarant hereby declares that all of the property described in Exhibit "A" shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and servitude, which shall run with the title to the real property subjected to this Declaration. This declaration shall be binding upon all parties having any right, title, or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns and shall inure to the benefit of each owner of any portion of the properties.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "Association": Shall mean and refer to THE COMMONS AT LAKE TIMBERLANE HOMEOWNERS' ASSOCIATION, INC.

1.2 "The Properties": Shall mean and refer to all such existing properties, as are subject to this Declaration.

1.3 "Common Properties": Shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties. Included as Common Properties are any community servitude on Parish property, which are to be maintained by the Association.

1.4 "Lot": Shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

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1.5 "Owner": Shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding, any applicable theory of the mortgage, shall not mean to refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.6 "Member": Shall mean and refer to all those Owners who are members of the Association as provided in Article 3.1, hereof.

1.7 "By Laws": The By Laws of The Commons At Lake Timberlane Homeowners' Association, Inc.

1.8 "Annual Assessments": Assessments levied for the exclusive use for the maintenance of the common areas, promoting the recreation, health, safety, and welfare of all residents, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

1.9 "Special Assessments": Assessments applicable for a given year for the purpose of defraying the cost of reconstruction or unexpected repairs or replacement.

1.10 "Specific Assessments": Are costs incurred in bringing a said Lot into compliance with the terms of this Declaration.

1.11 "Class "B" Control Period": Shall be the period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors as provided in Section 3.2.

1.12 "Declarant": Willow Incorporated, a Louisiana corporation, or any successor, successor-in-title, or assign who takes title to any portion of the property described on Exhibit "A" for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

1.13 "Master Plan": The plan of resubdivision of The Commons At Lake Timberlane by Landmark Surveying, Inc. approved by the Jefferson Parish Council, said property being described on Exhibit "A".

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

2.1 Existing Property. The real property, which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Jefferson Parish, State of Louisiana, and is known as THE COMMONS AT LAKE TIMBERLANE, comprised of Square A, Lots 1- 123, inclusive, and the Common Property, including Parcels G-1, G-2, G-3, G-4, G-5, and G-6, as designated on the plan of resubdivision by Landmark Surveying, Inc., dated August 15, 1997, approved by the Jefferson Parish Council by Ordinance No. 20221, recorded under Instr. No. 9802013, made a part hereof by reference.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Membership. Every person or entity who is a record owner of a fee interest or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of THE COMMONS AT LAKE TIMBERLANE HOMEOWNERS' ASSOCIATION, INC., provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

There shall be only one membership per Lot. If a Lot is owned by more than one person, all co-owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 3.2 and all such co-owners shall be jointly, severally and in solido obligated to perform the responsibilities of Owners. The membership of an Owner which is not a natural person may be exercised by an officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3.2 Voting. The Association shall have two classes of membership, Class "A" and Class "B".

Class "A". Members shall be all Owners except the Class "B" Member. Class "A" Members shall have one equal vote for each Lot in which they hold interest required for membership in Section 3.1; provided, there shall be only one vote per Lot and shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class "B". The sole Class "B" Member shall be the Developer. The rights of the Class "B" Member, includes the right to approve, or withhold approval of, actions proposed under this Declaration, the By-Laws and the Articles of Incorporation. The Class "B" Member may appoint a majority of the members of the Board of Directors during the Class "B" Control Period.

The Class "B" membership shall terminate upon the earlier of:

- (1) two years after expiration of the Class "B" Control Period pursuant to the By-Laws; or
- (2) when, in its discretion, the Declarant so determines and declares in a recorded instrument.

Upon termination of the Class "B" membership, the Declarant shall be a Class "A" Member entitled to Class "A" votes for each Lot which it owns.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessment. The Developer for each Lot owned by him within the Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay the Association; (1) annual assessments of charges; (2) special assessments for capital improvements, (3) specific assessments for bringing any Lot in compliance of this Declaration, to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof is hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due.

4.2 Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties related to the use and enjoyment of the Common Properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

It is specifically acknowledged that the Association is responsible for the maintenance of the private street and the lighting of the private street. In addition thereof access to all Lots and the streets within THE COMMONS AT LAKE TIMBERLANE shall be controlled by an electronically controlled gate system at the entrance to the development. Accordingly, assessments levied by the Association shall include the maintenance of the streets and street lighting.

4.3 Basis and Present Annual Assessment. An annual assessment fee of Two Hundred Forty Dollars (\$240.00) will be required of each Class "A" Property Owner, with the first year's fee to be paid at the Act of Sale.

4.4 Declarant's Obligation for Assessments. During the Class "B" Control period, Declarant will pay the difference between the amount of assessments levied on all other Lots subject to assessment and the amount of actual expenditures by the Association during the physical year. The Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Class "B" Control Period, the Declarant shall pay assessments on its unsold Lots in the same manner as any other owner.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, propose the actual assessment for any year at a decreased amount.

4.5 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in an assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least (30) days in advance and set forth the purpose of the meeting, unless said notice is otherwise waived.

4.6 Change in Basis Assessments. At least sixty (60) days before the beginning of each fiscal year, the Board of Directors shall prepare a budget covering the estimated Common Expenses during the coming year. Basis Assessments shall be levied equally against all Lots and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses.

4.7 Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence on the first day of January, fixed by the Board of Directors of the Association to be the date of commencement.

Because the first year of annual assessments will be paid at the Act of Sale of the property, the amount of the annual assessment levied for the balance remaining after the first year has ended, will be the remaining number of months in that year. For instance, where a Class "A" Member goes to an Act of Sale in July, on the first of July of the following year, the Class "A" Member will be responsible for the remaining 6 months of that year. Thereafter, the annual assessment for the next year will be due January 1st.

4.8 Duties of the Board of Directors. Once the Annual Budget has been prepared as per 4.6 above, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period of at least thirty (30) days prior to the beginning of the fiscal year which it is to be effective and, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereafter be sent to every Owner subject thereto.

Within 72 hours of request by written notice, the Association shall furnish to any Owner liable for said assessment a certificate signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

4.9 Effect of Non-Payment of Assessments. The personal obligation of the Owner; The Lien; Remedies of the Association. If the assessments are not paid on the date when due (being the date specified in 4.8 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, assigns and personal representatives.

If the assessment is not paid in thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event of a judgment obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with cost of the action.

4.10 Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

4.11 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

(a) to cover costs incurred in bringing any said Lot into compliance with the terms of this Declaration;

(b) provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, pursuant to the By-Laws, before levying any Specific Assessment.

ARTICLE V

SECURITY AND INDEMNIFICATION AND INSURANCE

5.1 Security. The Association may, but shall not be obligated to maintain or support certain activities within the Properties to make the Properties safer than otherwise might be. Neither the Association, the original Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any system, including any mechanism or system for limiting access to the Properties, can not be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and covenants to inform its tenants and all occupants of its Lot that the Association, its Board of Directors and Committees, Declarant, and any successor Declarant are not insurers and that each Person using the Properties assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.

5.2 Indemnification. The Association shall indemnify, hold harmless, and defend every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, including, without limitation, any and all claims for personal injury, death or property damage, except that such obligation to indemnify, hold harmless, and defend shall be limited to those actions for which liability is limited under the Louisiana Law of Corporations.

The officers, directors, and committee members past and present, shall not be liable if she or he acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, nor reasonably such conduct to be unlawful.

The officers and directors past and present shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify, hold harmless, and defend each such officer, director, and committee member from any and all liability to others on account of any such contract, commitment, or action.

5.3 Insurance. The Association, acting through its Board of Directors or its duly authorized agent, shall, when necessary, obtain and continue in effect adequate insurance to cover the following:

(a) Blanket property insurance covering "risks of direct physical loss" for all insurable improvements on the Common Areas to which it has assumed responsibility for maintenance, repair, or replacement in event of casualty.

(b) Commercial general liability insurance on the Areas of Common Responsibility, insuring the Association and its members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. The policy limits per occurrence with respect to bodily injury, personal injury, and property damage shall be determined by the Board of Directors.

5.4 Annual Review. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons.

5.5 Premiums. Premiums for all insurance on the Areas of Common Responsibility shall be Common Expenses and shall be included in the Annual Base Assessment.

ARTICLE VI

THE COMMONS ARCHITECTURAL REVIEW COMMITTEE

6.1 Architectural Review Committee. There is hereby established and created an Architectural Review Committee, which committee shall consist of three members, which members shall serve for a term of ten years or until their successors are elected as hereinafter provided. The three members who shall serve during the first such term shall be FREDERICK R. HEEBE, ALBERT J. WARD, JR., and JOEY D. BALDASSARO. The term of office for members above named shall expire ten years after the date of this instrument.

A majority of the committee may designate a representative to act for it.

Any member may resign from said committee at any time by merely giving said committee notice of his resignation in writing. In the event of death or resignation of any member of the committee, the remaining members shall have the full authority to designate a successor.

No member shall receive any pay or compensation for his services as a member of said committee.

Said committee shall have the right to adopt rules for the conduct of its business.

After ten years from the date hereof, or after all of the above named members of the committee have resigned, then the owners of the lots being served by this committee shall have the right by majority vote to elect members thereof for ten-year terms. At any time after ten years from the date hereof, or after all of the above named members of the committee have resigned, the owners of the lots then being served by this committee may by majority vote elect to transfer all of the rights, powers, duties, purposes, and functions of this committee to any non-profit civic club or similar association or organization representing them, and upon such transfer this committee shall cease to exist and said civic club or similar association or organization shall succeed to all the rights, powers, duties, purposes, and functions of this committee.

At any and all elections each property owner shall be entitled to one vote for every Lot or residential building site owned by him.

The term, "**majority vote**", as used herein shall mean a majority of the votes cast at any election.

6.2 Requirements and Process for Review. No building or other improvements shall be erected, placed, or altered on any Lot described herein until the construction plans and specifications and a plan showing the location of the structure or improvements have been approved in writing by the Architectural Review Committee or its agent as to quality of materials and proposed workmanship, conformity, and harmony of external design with existing structures in the subdivision, conformity with these restrictions and as to location of building or improvements with respect to topography and finish grade elevation. The approval of the committee shall be evidenced by instrument signed by the agent of the committee and by the signature of the agent of the committee on the construction plans and specifications approved by it. In the event that the Architectural Review Committee fails to give its written approval or disapproval of the construction plans, specifications, and other material submitted to it within thirty (30) days after the same are submitted to it, such express approval of the Architectural Review Committee will not be necessary, and the approval required by this paragraph shall be conclusively presumed to have been had and obtained.

ARTICLE VII

LAND USE, DESIGN AND CONSTRUCTION GUIDELINES

7.1 LAND USE and Building Type. Unless expressly approved in writing by the Architectural Review Committee, each Lot described herein shall be used for residential purposes only. The term "**residential purposes**", as used herein shall be held and constructed to exclude, by illustration, not by limitation, the following: hospitals, clinics, boarding houses, board and care homes, hotels and to exclude commercial, professional uses whether of homes or otherwise, and any such use of said Lots is hereby expressly prohibited.

Unless expressly approved in writing by the Architectural Review Committee, no buildings shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed two and one-half (2-1/2) floors in height and a private garage for not more than three (3) cars. Accessory buildings, such as carports, utility sheds, storage sheds, and green houses, etc., must be of substantially the same construction as that of the main dwelling, and must be approved in writing by the Architectural Review Committee.

7.2 Lot Resubdivision. Unless expressly approved in writing by the Architectural Review Committee, no Lot or Lots shall be resubdivided. In the event any Lots are resubdivided, these restrictions shall apply to the property resubdivided.

7.3 Fences. Unless specifically approved in writing by the Architectural Review Committee, no fence or wall or similar structure shall be erected, placed, or altered on any Lot.

No fence, wall, hedge row, or plant material which obstructs sight lines at elevations between two (2) feet and six (6) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines; or, in the case of a rounded property corner, from the

intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. Further, the foliage line of all trees within such distance(s) of such intersection shall be maintained at a sufficient height to prevent obstruction of such sight lines.

No fence shall be erected on any Jefferson Parish drainage servitude on Lots.

ARTICLE VIII

GENERAL RESTRICTIONS

8.1 Noxious Activities. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No house trailers, boats, trucks, cars, or similar vehicles shall be stored, parked, or maintained in any front yard or side yard of the street adjacent thereto, unless expressly approved by the Architectural Review Committee. No house trailers, boats, trucks, cars, or similar vehicles 18 feet or larger shall be stored, parked, or maintained on any Lot or yard at any time without the specific and express written approval of the Architectural Review Committee.

8.2 Signs. Except for entrance signs, directional signs, signs for traffic control or safety, and such promotional signs as may be maintained by Developer, no signs or advertising of any character shall be erected, posted, or displayed upon, in, or about any Lot or dwelling situated on the property, provided that one temporary real estate sign, or builder's sign, not exceeding six (6) square feet in area may be erected upon any Lot or attached to any dwelling placed on the market for sale or rent during the construction and sale period, unless expressly approved in writing by the Architectural Review Committee.

8.3 Oil Operations. Said property may be validly leased for mineral-exploration and development, but no drilling rigs or other equipment utilized in drilling a well or wells in search of oil, gas, and other minerals may be located on any Lot unless expressly approved in writing by the Architectural Review Committee.

8.4 Commercial Farming. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept provided they are kept for household purposes.

8.5 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such trash, garbage, or other wastes shall be kept in a clean and sanitary condition and shall be kept and maintained at the rear of the residential structure on each Lot. All Lots shall be kept clean and free of unsightly obstacles at all times, and shall be mowed as often as may be necessary to keep the Lots in proper condition.

8.6 Burning. Burning of trash, scrap materials, or refuse of any kind is prohibited on any Lot or on any common areas within the subdivision, at any time.

8.7 Water and Sewerage. No private water wells may be drilled, installed, or maintained and no septic tanks or similar sewerage facilities may be installed or maintained on any Lot.

8.8 Speed Limit. The established speed limit within the subdivision is twenty (20) miles per hour for all vehicles.

8.9 Recreational Apparatus. There shall be no recreational apparatus, i. e. basketball goals, located in the front yard of any lot.

ARTICLE IX

SERVITUDE

9.1 Generally. This act shall be subject to all recorded servitude heretofore or hereafter granted by Developer, including those for the installation and maintenance of utilities and drainage facilities.

No structure, planting, or other obstacle shall be placed or permitted to remain, impede, or interfere with the use of any servitude granted.

9.2 Emergency Vehicle Servitude. There is hereby granted a servitude over and on the private street for emergency and other vehicles used in connection with the various governmental services which are furnished to the subdivision

ARTICLE X

GENERAL PROVISIONS

10.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Commons At Lake Timberlane Homeowners' Association, or owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that the owners of the majority of the Lots may change, alter, amend, or terminate the same after said twenty-five (25) year period, or at the end of any successive ten (10) year period thereafter, by executing, acknowledging, and filing for record in the office of the Clerk of Court, Jefferson Parish, Louisiana, an appropriate instrument or agreement in writing setting forth such change, alteration, amendment, or termination, at any time which exceeds twenty-five (25) years from date.

10.2 Amendments. This instrument may only be amended, altered, changed, or terminated, or made more stringent, in the first twenty-five (25) years by a majority vote of the Architectural Review Committee, or a vote of eighty-five (85%) per cent of the Lot owners. In the event there is a conflict between the Architectural Review Committee, and the eighty-five (85%) per cent of Lot owners, the Architectural Review Committee shall prevail; however, it is understood that the Architectural Review Committee shall not arbitrarily or capriciously frustrate the desires of the said eighty-five (85%) per cent Lot owners.

The Architectural Review Committee, or the eighty-five (85%) per cent Lot owners may, after a duly authorized vote, change, alter, amend, terminate, or make more stringent, by executing, acknowledging, and filing for record in the office of the Clerk of Court, Jefferson Parish, Louisiana, an appropriate instrument or agreement in writing setting forth such change, alteration, amendment, or termination, at any time within the first twenty-five (25) years.

10.3 Notices. Any notice required to be sent to any Member or Owner under the Provisions of the Declaration shall be deemed to have properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of The Commons At Lake Timberlane Homeowners' Association at the time of mailing.

10.4 Enforcement. Either The Commons At Lake Timberlane Homeowners' Association, through its Board of Directors, or any Lot Owner shall be entitled to seek enforcement of these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction.

10.5 Conflict With Other Regulations. Nothing in these residential area covenants shall be construed to minimize or lessen or reduce the minimum requirements of Jefferson Parish, and in any case of conflict between these regulations and/or requirements, the greater or more stringent shall take precedence or govern.

10.6 Severability. Invalidation of any one or more of these restrictions, covenants, or conditions by judgment, court order, or otherwise, shall not affect or invalidate any other restriction, covenant, condition, or provision hereof but all such other restrictions, covenants, and conditions and provisions hereof shall continue and remain in full force and effect.

THUS DONE AND SIGNED, at my office in Harvey, Louisiana, on the day and date hereinabove first written in the presence of the undersigned competent witnesses, who hereunto signed their names with Appearers and me, Notary, after reading of the whole.

WITNESSES:

Reggie [Signature]
Janita W. Bertacci

GOLDEN ESTATES, LLC

By: [Signature]
FREDERICK R. HEEBE, Manager

[Signature]
ADREA D. HEEBE, Notary Public

EXHIBIT "A"

THOSE CERTAIN PIECES OR PORTIONS OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in the Southeastern Land District of the State of Louisiana, Parish of Jefferson, Sections 14, 56, 86, and 88, Township 14 South, Range 24 East, West of the Mississippi River, in that part thereof known as Lake Timberlane Estates, composed of a portion of Destrehan Division, designated as Parcels FF-3-1 and FF-3-2 as shown on plan of resubdivision by J. J. Krebs & Sons, Inc., C.E.&S., dated May 9, 1986, approved by the Jefferson Parish Council under Ordinance No. 17031, recorded in the Clerk of Court's office for the Parish of Jefferson in COB 1590 folio 20; said property being further resubdivided into **THE COMMONS AT LAKE TIMBERLANE**, as per plan of resubdivision by Landmark Surveying, Inc., C.E. & S., dated August 15, 1997, as well as that plan entitled Privacy Entry Gate Plan for The Commons At Lake Timberlane, dated November 14, 1997, approved by the Jefferson Parish Council under Ordinance No. 20221, recorded in the Clerk of Court's office for the Parish of Jefferson, under Instrument No. 9802013, in COB 2976 folio 188, and according to which, said lots are more fully described as follows, to-wit:

LOTS 1 THROUGH AND INCLUDING 123, SQUARE A.

All in accordance with the above referenced plan of resubdivision by Landmark Surveying, Inc., C.E. & S., dated August 15, 1997, as well as that plan entitled Privacy Entry Gate Plan for The Commons At Lake Timberlane, dated November 14, 1997, approved by the Jefferson Parish Council under Ordinance No. 20221, recorded in the Clerk of Court's office for the Parish of Jefferson, under Instrument No. 9802013, in COB 2976 folio 188, copies of which are made a part hereof by reference.

ACT OF AMENDMENT TO:
DECLARATION OF COVENANTS,
RESTRICTIONS AND SERVITUDE
for THE COMMONS
AT LAKE TIMBERLANE

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF JEFFERSON

(REGISTERED IN COB 2977 FOLIO 687)

BE IT KNOWN, That on this 29th day of July, in the year of our Lord, One Thousand Nine Hundred and Ninety-Nine (1999);

BEFORE ME, ADREA D. HEEBE, Notary Public, duly commissioned and qualified in and for the Parish of Jefferson, State of Louisiana, in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

WILLOW INCORPORATED, a Louisiana corporation, domiciled in the Parish of Jefferson, State of Louisiana, bearing Tax I.D. Number 72-1167296, created by act before Adrea D. Heebe, N.P., dated May 15, 1990, filed and recorded with the Louisiana Secretary of State in the Records of Charters Book 343, and in the Parish of Jefferson under Entry No. 90-20469, in Charter Book 265, folio 138, on May 21, 1990; represented herein by the undersigned duly authorized per resolution adopted at a meeting of the Board of Directors, dated July 23, 1992, and recorded in the Office of the Clerk of Court for the Parish of Jefferson under Entry Number 9237079 in COB 2740 folio 231, and in the City of New Orleans under Notarial Archives No. 944256, and under Conveyance Instrument No. 55798, a copy of which is made a part hereof by reference, whose mailing address is P. O. Box 697, Harvey, Louisiana 70059-0697 (hereinafter referred to as DEVELOPER);

AND

THE COMMONS AT LAKE TIMBERLANE ARCHITECTURAL REVIEW COMMITTEE, appearing herein through its' three members: Albert J. Ward, Jr., Anthony Licciardi, and Peggy Lasseigne, whose mailing address is P. O. Box 697, Harvey, LA 70059-0697 (hereinafter referred to as ARCHITECTURAL REVIEW COMMITTEE);

who declared that:

WHEREAS, the members of Appearer, ARCHITECTURAL REVIEW COMMITTEE, have voted unanimously to amend various provisions of that document entitled "Declaration of Covenants, Restrictions and Servitudes for The Commons at Lake Timberlane" which said document was recorded in COB 2977 folio 687;

WHEREAS, Appearer, WILLOW, is the developer of The Commons at Lake Timberlane, and the Class "B" member under the above described Covenants, and concurs in the decision of the ARCHITECTURAL REVIEW COMMITTEE to amend certain provisions of said document.

NOW THEREFORE, Appearers do by these presents amend that document entitled "Declaration of Covenants, Restrictions and Servitudes for The Commons at Lake Timberlane," recorded in COB 2977 folio 687 as specified hereinafter.

NOW THEREFORE, ARTICLE II, PROPERTY SUBJECT OF THIS DECLARATION, shall be amended to state the following:

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2.1 Existing Property. The real property, which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Jefferson Parish, State of Louisiana, and is known as **THE COMMONS AT LAKE TIMBERLANE**, comprised of Square A, Lots 1A through and including 92A, inclusive with the Common Property, as designated on the plan of subdivision by Landmark Surveying, Inc., L.S., dated August 15, 1997, as well as that plan entitled Privacy Entry Gate Plan for The Commons At Lake Timberlane, dated November 14, 1997, approved by the Jefferson Parish Council under Ordinance No. 20221, recorded in the Clerk of Court's office for the Parish of Jefferson, under Instrument No. 9802013, in COB 2976 folio 188; said property being further resubdivided as per plan of resubdivision by Landmark Surveying, Inc., L.S., dated June 2, 1998, approved by the Jefferson Parish Council on February 10, 1999 under Ordinance No. 20578, filed and registered under Instrument No. 99-13038, in COB 3002 in folio 950; as corrected by plan of Landmark Surveying, Inc., L.S., entitled Act of Correction to The Commons At Lake Timberlane, dated May 10, 1999, copies of which are made a part hereof by reference.

NOW THEREFORE, Exhibit "A" referred to in said Declaration shall be amended to state the following:

THOSE CERTAIN PIECES OR PORTIONS OF GROUND, situated in the Southeastern Land District of the State of Louisiana, Parish of Jefferson, Sections 14, 56, 86, and 88, Township 14 South, Range 24 East, West of the Mississippi River, in that part thereof known as Lake Timberlane Estates, composed of a portion of Destrehan Division, designated as Parcels FF-3-1 and FF-3-2 as shown on plan of resubdivision by J. J. Krebs & Sons, Inc., C.E.&S., dated May 9, 1986, approved by the Jefferson Parish Council under Ordinance No. 17031, recorded in the Clerk of Court's office for the Parish of Jefferson in COB 1590 folio 20; said property being further resubdivided into **THE COMMONS AT LAKE TIMBERLANE**, as per plan of resubdivision by Landmark Surveying, Inc., L.S., dated August 15, 1997, as well as that plan entitled Privacy Entry Gate Plan for The Commons At Lake Timberlane, dated November 14, 1997, approved by the Jefferson Parish Council under Ordinance No. 20221, recorded in the Clerk of Court's office for the Parish of Jefferson, under Instrument No. 9802013, in COB 2976 folio 188; said property being further resubdivided as per plan of resubdivision by Landmark Surveying, Inc., L.S., dated June 2, 1998, approved by the Jefferson Parish Council on February 10, 1999 under Ordinance No. 20578, filed and registered under Instrument No. 99-13038, in COB 3002 in folio 950; as corrected by plan of Landmark Surveying, Inc., L.S., entitled Act of Correction to The Commons At Lake Timberlane, dated May 10, 1999, and according to which, said property is designated as **THE COMMONS AT LAKE TIMBERLANE**, Square A, Lots 1A through and including 92A, and Parcel G-1A (Wyndham Way (Private Street)), G-2A (Ashburne Circle (Private Street)), Parcel G-3A (Wyndham West (Private Street)), Parcel G-4 (Wyndham North (Private Street)), Parcel G-5A (Wyndham East (Private Street)), Parcel G-6 (Wyndham South (Private Street)), a copy of said plan being attached hereto and made a part hereof, and according to which said lots are more fully described as follows:

LOTS 1A THROUGH AND INCLUDING 92A, SQUARE A.

All in accordance with the above referenced plans of resubdivision by Landmark Surveying, Inc., L.S., copies of which are made a part hereof by reference.

NOW THEREFORE, ARTICLE III, MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION, shall be amended so that the portion of Section 3.2, Voting, describing the Class "B" member shall state the following:

3.2 Voting. The Association shall have two classes of membership, Class "A" and Class "B".

Class "A". See original document for complete text.

Class "B". The Class "B" member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership, or
- (b) on January 1, 2004.

NOW THEREFORE, ARTICLE IV, COVENANT FOR MAINTENANCE ASSESSMENTS, Section 4.3, Basis and Present Annual Assessment, Section 4.4, Declarant's Obligation of Assessments, and Section 4.6, Change in Basis assessments, shall be amended to state the following:

4.3 Basis and Present Annual Assessment. An annual assessment fee of Four Hundred Eighty Dollars (\$480.00) will be required of each Class "A" Property Owner, with the first year's fee to be paid at the Act of Sale.

4.4 Declarant's Obligation for Assessments. Declarant, the Class "B" member, shall pay an annual assessment fee equal to that assessed to and required of the Class "A" Property Owner.

4.6 Change in Basis Assessments. At least sixty (60) days before the beginning of each fiscal year, the Board of Directors shall prepare a budget covering the estimated Common expenses during the coming year. Basis-Assessments shall be levied equally against all Lots and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses. The maximum annual assessment shall be as follows:

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership;
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a majority vote of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

NOW THEREFORE, ARTICLE VI, THE COMMONS AT LAKE TIMBERLANE ARCHITECTURAL REVIEW COMMITTEE, shall be amended so that Section 6.1, Architectural Review Committee, shall state the following:

6.1 Architectural Review Committee. There is hereby established and created an Architectural Review Committee, which committee shall consist of no less than three members nor more than five members, which members shall be appointed by the Board of Directors and shall serve as follows.

The initial three members of the Architectural Review Committee who shall serve during the first term shall be Albert J. Ward, Jr., Peggy Lasseigne, and Anthony Licciardi. The first term of office of the above named members shall cease when the Class "B" membership shall cease and be converted to Class "A" membership, as specified hereinabove.

Thereafter, a committee of three members (or five members if so determined) shall be appointed by the Board of Directors, and each member shall serve for a period of two (2) years per term of office. No more than two of the three members,

or three of the five members, may be reappointed to serve additional and successive terms of office.

A majority of the committee may designate a representative to act for it.

Any member may resign from said committee at any time by merely giving said committee notice of his resignation in writing. In the event of death or resignation of any member of the committee, the remaining members shall have the full authority to designate a successor.

No member shall receive any pay or compensation or his services as a member of said committee.

Said committee shall have the right to adopt rules for the conduct of its business.

NOW THEREFORE, ARTICLE VIII, GENERAL RESTRICTIONS, Section 8.1, Noxious Activity shall be amended to state the following:

8.1 Noxious Activities. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

NOW THEREFORE, ARTICLE VIII, GENERAL RESTRICTIONS, shall be amended to state, in addition to the provisions already stated, the following:

8.10 Vehicles. No trucks, trailers, automobiles bearing advertisements or other commercial vehicles shall be stored or parked on the streets except when making delivery. The parking of trailers, boats, vehicles, except passenger automobiles in operating order, will not be allowed on the property unless inside enclosed garages or unless the same is not visible to other property or other roads and streets. Passenger vehicles and automobiles owned by a resident shall be stored or parked on the lot and not on the street.

On street parking in the common areas is specifically prohibited at all times.

Passenger vehicles and automobiles owned by guests shall not be parked on the streets in excess of 24 hours.

8.11 Covered Parking. Two covered off street parking spaces are required at all times.

8.12 Swimming Pools. Swimming pools, if and when erected, are to be approved by the Architectural Review Committee and must be of substantial and neat construction, and will only be permitted provided they are entirely surrounded by a fence not less than seventy-two (72") inches in height and shall conform to all fence requirements contained herein.

Above ground swimming pools are specifically prohibited.

NOW THEREFORE, ARTICLE IX, SERVITUDE, shall state, in addition to the provisions already stated, the following:

9.4 Servitude of Access and Utilities. There is a servitude of access and utilities established on various lots as created by and more fully shown on the above referenced plans of resubdivision by Landmark Surveying, Inc., L.S., copies of which are made a part hereof by reference.

9.5 Servitude For Fence Affecting Rear Property Line of All Lots. There is hereby created a five (5) foot servitude across the rear property line of all lots, as well as the side lot lines of Lots 1A, 2A, 91A, and 92A, Square A, THE COMMONS AT LAKE TIMBERLANE, within which Developer may construct a fence for the benefit of the Association. Class "A" members shall not remove or replace the existing fence without obtaining the prior approval of the Architectural Review Committee.

While it is the responsibility of the Class "A" member to maintain that portion of the fence on the property of the Class "A" member, there is reserved a right of access by the Association to repair or replace any portion of said fence which may have been damaged, destroyed or removed by the Class "A" member (or any other person or firm) without the prior approval of the Architectural Review Committee.

NOW THEREFORE, ARTICLE X, GENERAL PROVISIONS, Section 10.1, Duration, and Section 10.2, Amendments, shall be amended to state the following:

10.1 Duration. The covenants and restrictions of this Declaration shall run with the land, and inure to the benefit of and be enforceable by The Commons at Lake Timberlane Homeowners Association, or owner of any land subject to this Declaration, their respective legal representative, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

10.2 Amendments. This instrument may only be amended, altered, changed or terminated during the first twenty (20) year period by an instrument signed by not less than seventy-five (75%) of the Lot Owners, and thereafter by an instrument signed by not less than fifty-one (51%) of the Lot Owners. Any amendment must be recorded.

NOW THEREFORE, ARTICLE X, GENERAL PROVISIONS, shall state, in addition to the provisions already stated, the following:

10.7 FHAVA Approval. As long as there is a Class "B" membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Restrictions and Servitude.

NOW THEREFORE, Appearers do further agree by these presents that the terms of the Declaration of Covenants, Restrictions, and Servitude, as amended, shall be construed to be in full force and effect as of the date of the original document.

AND I, Notary, do hereby authorize and request the Clerk of Court for the Parish of Jefferson, State of Louisiana, to make mention of the within Act of Amendment in the margin of his records in Jefferson Parish, Louisiana, in COB 2977 Folio 687, to serve as occasion may arise.

THUS DONE AND PASSED, in duplicate original in my office in Harvey, Louisiana, on the day, month, and year hereinabove written, before the undersigned competent witnesses who hereunto sign their names with the said Appearers and me, Notary, after due reading of the whole.

WITNESSES

Donna Janeau

Rebecca M. Robles

THE COMMONS AT LAKE TIMBERLANE
ARCHITECTURAL REVIEW COMMITTEE

By: Albert J. Ward, Jr.

Albert J. Ward, Jr., Member

By: Anthony Licciardi

Anthony Licciardi, Member

By: Peggy Lasseigne

Peggy Lasseigne, Member

WILLOW INCORPORATED

By: Peggy Lasseigne

Peggy Lasseigne, Secretary

Adrea D. Heebe
ADREA D. HEEBE, Notary Public

Heebe & Heebe (PLC)
P. O. Box 697
Harvey, LA 70059-0697
Amendment to:

UNITED STATES OF AMERICA

Declaration of Covenants,
Restrictions and Servitude for
The Commons At
Lake Timberlane
(Registered in COB 2977 folio 687,
and amended in COB 3012 folio 734)

STATE OF LOUISIANA
PARISH OF JEFFERSON

BE IT KNOWN, That on this 9th day of November, in the year of our Lord, Two Thousand and One (2001);

BEFORE ME, ADREA D. HEEBE, Notary Public, duly commissioned and qualified in and for the Parish of Jefferson, State of Louisiana, in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

WILLOW INCORPORATED, a Louisiana corporation, domiciled in the Parish of Jefferson, State of Louisiana, bearing Tax I.D. Number 72-1167296, created by act before Adrea D. Heebe, N.P., dated May 15, 1990, filed and recorded with the Louisiana Secretary of State in the Records of Charters Book 343, and in the Parish of Jefferson under Entry No. 90-20469, in Charter Book 265, folio 138, on May 21, 1990; represented herein by the undersigned duly authorized per resolution adopted at a meeting of the Board of Directors, dated July 23, 1992, and recorded in the Office of the Clerk of Court for the Parish of Jefferson under Entry Number 9237079 in COB 2740 folio 231, and in the City of New Orleans under Notarial Archives No. 944256, and under Conveyance Instrument No. 55798, a copy of which is made a part hereof by reference, whose mailing address is P. O. Box 697, Harvey, Louisiana 70059-0697 (hereinafter referred to as DEVELOPER);

AND

THE COMMONS AT LAKE TIMBERLANE ARCHITECTURAL REVIEW COMMITTEE, appearing herein through its' three members: Albert J. Ward, Jr., Anthony Licciardi, and Peggy Lasseigne, whose mailing address is P. O. Box 697, Harvey, LA 70059-0697 (hereinafter referred to as ARCHITECTURAL REVIEW COMMITTEE);

who declared that:

WHEREAS, the members of Appearer, ARCHITECTURAL REVIEW COMMITTEE, have voted unanimously to amend various provisions of that document entitled "Declaration of Covenants, Restrictions and Servitudes for The Commons at Lake Timberlane" which said document was recorded in COB 2977 folio 687, and amended in COB 3012 folio 734;

WHEREAS, Appearer, WILLOW, the developer of The Commons at Lake Timberlane, and the Class "B" member under the above described Covenants, concurs in the decision of the ARCHITECTURAL REVIEW COMMITTEE to amend certain provisions of said document.

NOW THEREFORE, Appearers do by these presents amend that document entitled "Declaration of Covenants, Restrictions and Servitudes for The Commons at Lake Timberlane," recorded in COB 2977 folio 687, and amended in COB 3012 folio 734, to extend the scheme, obligations and responsibilities of the covenants and restrictions of the original Declaration, as amended, to the following property situated in the State of Louisiana, Parish of Jefferson in that part known as **THE COMMONS AT LAKE TIMBERLANE**, and comprised of the following:

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Square A, Lots 25A1, 25B, 26A1, and 65A1;
Square B, Lots 1 – 16;
Square C, Lots 1 – 21;
Square D, Lots 1 – 21;
Square E, Lots 1 – 16;
Square F, Lots 1 – 15; and

All Common Property, as designated on the plan of resubdivision by Richmond W. Krebs, Professional Land Surveying, dated August 1, 2001, last revised September 17, 2001, as well as that plan entitled Entry Gate Plan for The Commons At Lake Timberlane (Harvey Boulevard entrance), dated August 29, 2001, approved by the Jefferson Parish Council under Ordinance No. 21414, recorded in the Clerk of Court's office for the Parish of Jefferson, under Instrument No. 10162762, in COB 3064 folio 313; copies of which are made a part hereof by reference.

NOW THEREFORE, ARTICLE II, PROPERTY SUBJECT OF THIS DECLARATION, shall be amended to include, in addition to the provisions already stated, the following:

2.1 Existing Property Continued. Further, the real property in **THE COMMONS AT LAKE TIMBERLANE** shall include Square A, Lots 25A1, 25B, 26A1, and 65A1; Square B, Lots 1 – 16; Square C, Lots 1 – 21; Square D, Lots 1 – 21; Square E, Lots 1 – 16; Square F, Lots 1 – 15; and the Common Property, including Parcels 7, 8, 9, 10, 11, and 12, as designated on the plan of resubdivision by Richmond W. Krebs, Professional Land Surveying, dated August 1, 2001, last revised September 17, 2001, and the plan entitled Entry Gate Plan for The Commons At Lake Timberlane (Harvey Boulevard entrance), dated August 29, 2001, approved by the Jefferson Parish Council under Ordinance No. 21414, recorded in the Clerk of Court's office for the Parish of Jefferson, under Instrument No. 10162762, in COB 3064 folio 313; copies of which are made a part hereof by reference.

NOW THEREFORE, Exhibit "A" referred to in said Declaration shall be amended to state the following:

THOSE CERTAIN PIECES OR PORTIONS OF GROUND, situated in the Southeastern Land District of the State of Louisiana, Parish of Jefferson, Sections 14, 56, 86, and 88, Township 14 South, Range 24 East, West of the Mississippi River, in that part thereof known as Lake Timberlane Estates, composed of a portion of Destrehan Division, designated as Parcels FF-3-1 and FF-3-2 as shown on plan of resubdivision by J. J. Krebs & Sons, Inc., C.E.&S., dated May 9, 1986, approved by the Jefferson Parish Council under Ordinance No. 17031, recorded in the Clerk of Court's office for the Parish of Jefferson in COB 1590 folio 20; said property being further resubdivided into **THE COMMONS AT LAKE TIMBERLANE**, as per plan of resubdivision by Landmark Surveying, Inc., L.S., dated August 15, 1997, as well as that plan entitled Privacy Entry Gate Plan for The Commons At Lake Timberlane, dated November 14, 1997, approved by the Jefferson Parish Council under Ordinance No. 20221, recorded in the Clerk of Court's office for the Parish of Jefferson, under Instrument No. 9802013, in COB 2976 folio 188; said property being further resubdivided as per plan of resubdivision by Landmark Surveying, Inc., L.S., dated June 2, 1998, approved by the Jefferson Parish Council on February 10, 1999 under Ordinance No. 20578, filed and registered under Instrument No. 99-13038, in COB 3002 in folio 950; as corrected by plan of Landmark Surveying, Inc., L.S., entitled Act of Correction to The Commons At Lake Timberlane, dated May 10, 1999, adopted by the Jefferson Parish Council under Ordinance No. 21303, filed and registered in COB 3056 folio 273, and according to which, said property is designated as **THE COMMONS AT LAKE TIMBERLANE**, Square A, Lots 1A through and including 92A, and Parcel G-1A (Wyndham Way (Private Street)), G-2A (Ashburne Circle (Private Street)), Parcel G-3A (Wyndham West (Private Street)), Parcel G-4 (Wyndham North (Private Street)), Parcel G-5A (Wyndham East (Private Street)), Parcel G-6 (Wyndham South (Private Street)), a copy of said plan being attached hereto and made a part hereof, and according to which said lots are more fully described as follows:

LOTS 1A THROUGH AND INCLUDING 92A, SQUARE A. All in accordance with the above referenced plans of resubdivision by Landmark Surveying, Inc., L.S., copies of which are made a part hereof by reference.

AND

THOSE CERTAIN PIECES OR PORTIONS OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Southeastern Land District of the State of Louisiana, Parish of Jefferson, Sections 14, 56, 86, and 88, Township 14 South, Range 24 East, West of the Mississippi River, composed of a portion of Destrehan Division, being a *portion of the resubdivision of Parcels FF-1 and FF-2, Lake Timberlane Estates*, as shown on plan of resubdivision by J. J. Krebs & Sons, Inc., C.E.&S., dated May 9, 1986, approved by the Jefferson Parish Council under Ordinance No. 17031, recorded in the Clerk of Court's office for the Parish of Jefferson in COB 1590 folio 20, *resubdivided with Lots 25A, 26A and 65A, Square A, The Commons At Lake Timberlane*, as shown on plan of resubdivision by Landmark Surveying, Inc., L.S., dated August 15, 1997, as well as that plan entitled Privacy Entry Gate Plan for The Commons At Lake Timberlane, dated November 14, 1997, approved by the Jefferson Parish Council under Ordinance No. 20221, recorded in the Clerk of Court's office for the Parish of Jefferson, under Instrument No. 9802013, in COB 2976 folio 188; said property being further resubdivided as per plan of resubdivision by Landmark Surveying, Inc., L.S., dated June 2, 1998, approved by the Jefferson Parish Council on February 10, 1999 under Ordinance No. 20578, filed and registered under Instrument No. 99-13038, in COB 3002 in folio 950; as corrected by plan of Landmark Surveying, Inc., L.S., entitled Act of Correction to The Commons At Lake Timberlane, dated May 10, 1999, adopted by the Jefferson Parish Council under Ordinance No. 21303, filed and registered in COB 3056 folio 273, into **THE COMMONS AT LAKE TIMBERLANE**, said property being further resubdivided as per plan of resubdivision of Richmond W. Krebs, Professional Land Surveying, L.S., dated August 1, 2001, last revised September 17, 2001, and that Entry Gate Plan for The Commons At Lake Timberlane (Harvey Boulevard entrance), adopted by the Jefferson Parish Council on October 24, 2001, under Ordinance No. 21414, filed and registered in the office of the Clerk of Court for the Parish of Jefferson under Instrument No. 10162762, in COB 3064 folio 313, and according to which said property is designated as Square A, Lots 25A1, 25B, 26A1, and 65A1; Square B, Lots 1 – 16; Square C, Lots 1 – 21; Square D, Lots 1 – 21; Square E, Lots 1 – 16; Square F, Lots 1 – 15; Parcel 7 (Townshend North (Private Street)), Parcel 8 (Revere Lane (Private Street)), Parcel 9 (the continuation of Wyndham North (Private Street)), Parcel 10 (the continuation of Wyndham South (Private Street)), Parcel 11 (Townshend West (Private Street)), and Parcel 12 (Jemison Lane (Private Street)). All in accordance with the above referenced plans of resubdivision, copies of which are made a part hereof by reference.

NOW THEREFORE, ARTICLE IX, SERVITUDE, shall state, in addition to the provisions already stated, the following:

9.4 Servitude of Access and Utilities Continued. Further, there is a servitude of access and utilities established on various lots and parcels as created by and more fully shown on the above referenced plan of resubdivision by Richmond W. Krebs, Professional Land Surveying, dated August 1, 2001, last revised September 17, 2001, a copy of which is made a part hereof by reference.

9.5 Servitude For Fence Continued. Further, there is created a five (5) foot servitude across the rear and/or side lot line of all perimeter lots within which Developer may construct a fence for the benefit of the Association. Class "A" members shall not remove or replace the existing fence without obtaining the prior approval of the Architectural Review Committee. While it is the responsibility of the Class "A" member to maintain that portion of the fence on the property of the Class "A" member, there is reserved a right of access by the Association to repair or replace any portion of said fence which may have been damaged, destroyed or removed by the Class "A" member (or any other person or firm) without the prior approval of the Architectural Review Committee.

Said servitude shall affect the rear lot line of Lot 65A1, Square A; Lots 1 through and including 21, Square C; Lots 1 through and including 20, Square D; as well as the easterly side lot line of Lot 4, Square C, and the westerly side lot line of Lot 5, Square C, **THE COMMONS AT LAKE TIMBERLANE**.

NOW THEREFORE, ARTICLE X, GENERAL PROVISIONS, shall be amended to delete in its entirety, Section 10.7 FHA/VA Approval.

NOW THEREFORE, Appearers do further agree by these presents that the terms of the Declaration of Covenants, Restrictions, and Servitude, as amended, shall be construed to be in full force and effect as of the date of the original document.

AND I, Notary, do hereby authorize and request the Clerk of Court for the Parish of Jefferson, State of Louisiana, to make mention of the within Act of Amendment in the margin of his records in Jefferson Parish, Louisiana, in COB 2977 folio 687, and amended in COB 3012 folio 734, to serve as occasion may arise.

THUS DONE AND PASSED, in duplicate original in my office in Harvey, Louisiana, on the day, month, and year hereinabove written, before the undersigned competent witnesses who hereunto sign their names with the said Appearers and me, Notary, after due reading of the whole.

WITNESSES

Donna Petrie
Lera Norton

THE COMMONS AT LAKE TIMBERLANE
ARCHITECTURAL REVIEW COMMITTEE

By: Albert J. Ward, Jr.
Albert J. Ward, Jr., Member

By: Anthony Licciardi
Anthony Licciardi, Member

By: Peggy Lasseigne
Peggy Lasseigne, Member

WILLOW INCORPORATED

By: Peggy Lasseigne
Peggy Lasseigne, Secretary

Adrea D. Heebe
ADREA D. HEEBE, Notary Public