

FOURTH ACT OF MODIFICATION
AND
THIRD SUPPLEMENTARY
ACT OF DEDICATION OF SERVITUDES,
PRIVILEGES AND RESTRICTIONS
BY BEAU CHENE INC.

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ORLEANS

CITY OF NEW ORLEANS

ADOPTION OF SERVITUDES
PRIVILEGES AND RESTRICTIONS
BY
MARINA BEAU CHENE, INC.

BE IT KNOWN, that on the 31st day of October, 1978.

BEFORE ME, PRES KABACOFF, a Notary Public, duly commissioned and qualified in and for the City of New Orleans and Parish of Orleans, therein residing, and in the presence of the competent witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED: BEAU CHENE, INC. (as the "Developer"), a Louisiana corporation, having its principal place of business in New Orleans, Louisiana, herein appearing by and through MORGAN G. EARNEST, Its President, duly authorized hereunto under and by virtue of a resolution of the Board of Directors of said Beau Chene\$ Inc., hereto annexed and made part hereof; and MARINA BEAU CHENE, INC. (in the capacity of "Developer", as well as owner of Parcels A, B, F, G, H, I, and J, and in the capacity of "Owner" only of Lots 4 through 150, both inclusive, and Lots 164 through 172, both inclusive, all as further described on Exhibit "A" annexed hereto), a Louisiana corporation, herein appearing by and through John L. Lauricella, its President, duly authorized hereunto under and by virtue of a resolution of the Board of Directors of said Marina Beau Chene, Inc., hereto annexed and made a part hereof;

WHEREAS, Developer and Marina Beau Chene, Inc. are developing certain land and premises located in St. Tammany Parish, Louisiana, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof, as well as other property in the vicinity thereof; and

WHEREAS, Developer, by Act of Dedication of Servitudes, Privileges and Restrictions (hereinafter referred to as the "Act of Dedication") dated April 15, 1974, recorded with the Clerk of Court in and for St. Tammany Parish, Louisiana, on April 18, 1974, in COB 727, folio 666, subjected certain real property described therein as Exhibit A in the Beau Chene Community to the Servitudes, Privileges and Restrictions set forth therein, and

WHEREAS, Developer modified and amended said Act of Dedication by First Act of Modification of Act of Dedication of Servitudes, Privileges and Restrictions dated August 12, 1975, recorded with the Clerk of Court in and for St. Tammany Parish, Louisiana, on August 27, 1975, in COB 763, folio 154; and

WHEREAS, Developer further modified and supplemented said Act of Dedication by Second Act of Modification and First Supplementary Act of Dedication of Servitudes, Privileges and Restrictions dated September 30, 1976, recorded with the Clerk of Court in and for St. Tammany Parish, Louisiana, on October 1, 1976, in COB 801, folio 825; and

WHEREAS, Developer further modified and supplemented said Act of Dedication by Third Act of Modification and Second Supplementary Act of Dedication of Servitudes, Privileges and Restrictions dated July 11, 1977, recorded with the Clerk of Court in and for St. Tammany Parish, Louisiana, on July 14, 1977, in COB 834, folio 655; and

WHEREAS, Developer pursuant to the authority vested unto it by Article II of the Act of Dedication, desires to annex the subdivided lots contained in Section 2, Phase 3 (Lots 274 through 307), Lots and Parcels in Section 2, Phase 4 (Lots 333 through 374 and Parcels 17, 18 and 19), Parcels 20, 21, 22, and 23 contained in Section 2, Phase 5, and the following Lots and Parcels owned by Marina Beau Chene, Inc. and located in the residential community adjacent to Beau Chene known as Marina Beau Chene, Lots 4 through 150 and Lots 164 through 172, Parcels A, B, F, G, H, I, J.

WHEREAS, Developer, pursuant to the authority vested unto it by Article VIII of the Act of Dedication has subdivided Parcel 5 into lots, Part of Parcel 6 into lots, Parcel 15 into Parcels 15A and 15B, and Parcel 4B into Parcels 4B-1 and 4B-2, and

WHEREAS, Developer desires to amend said Act of Dedication, as modified and supplemented to reflect the foregoing additional modifications and supplementations, and desires to restate and to incorporate into one instrument and written act, all of the modifications and supplements contained in this and all of the foregoing and abovementioned Acts of Modifications and Supplementary Acts; and

WHEREAS, MARINA BEAU CHENE, INC. desires to subject the real property owned by it and more particularly described in Exhibit "A" annexed hereto to all of the provisions of this instrument, as hereinafter provided;

NOW THEREFORE, the aforementioned Act of Dedication, as heretofore and herein amended, is modified, supplemented, amended and restated into one instrument and written Act, to read in its entirety as follows:

"WHEREAS, Developer and Marina Beau Chene, Inc. are developing certain land and premises located in St. Tammany Parish, Louisiana, more particularly described on "Exhibit A" attached hereto and by this reference made a part hereof, as well as other property in the vicinity thereof; and

Lots 1 through 39, both inclusive, lots 44 through 89, both inclusive, lots 91 through 151, both inclusive, lots 153 through 198, both inclusive, lot 198A, lots 199 through 224, both inclusive, together with the roads and streets, and Parcels 1, 2, 4A, 4B-1, 4B-2, 8A, 8-81, 8-B2, 8C-1, 8C-2, 9 and 10, all as shown on a revised plat entitled "Beau Chene Subdivision--Section 1," prepared by Waldemar S. Nelson and Company, Inc., Architects and Engineers, with latest revision (Revision #6) dated November 1, 1976, and recorded as revised with the Clerk of Court of St. Tammany Parish, Louisiana, in Map File #504-A on February 3, 1977.

Lots 1 through '41, both inclusive, in Parcel 3 of Section 1 of the Beau Chene Subdivision, together with the roads and streets, all as shown on a plat entitled "Subdivision of Parcel.#3 of Section 1, Beau Chene Subdivision," prepared by Waldemar S: Nelson and Company, Inc, Architects and Engineers, dated February 12, 1976, and recorded with the Clerk of Court of St. Tammany Parish, Louisiana, in Map File #487-B on August 23, 1976.

Lots A, B, C, D, E, F, G, H, J, K, L, M, N, O, P, Q, R, X, and X-1, together with the roads and streets and the common area; all as shown on a plat of subdivision entitled "Subdivision of Parcel #7 of Section 1, Beau Chene Subdivision," prepared by Waldemar S. Nelson and Company, Inc., Architects and Engineers, dated as revised February 1977 and recorded with the Clerk of Court of St. Tammany Parish, Louisiana, in Map File #515-A on the 5th day of April, 1977.

Parcels 11, 12, and 14, together with the roads and streets, all as shown on a revised plat of subdivision entitled "Beau Chene Subdivision, Section 2, Parcels 11, 12, and 14," prepared by Waldemar S. Nelson and Company, Inc., Architects and Engineers, dated as revised May 3, 1977, and recorded with the Clerk of Court of St. Tammany Parish, Louisiana, in Map File #527-A on June 6, 1977.

Lots 239 through 273, both inclusive, in part of Parcel 6 of Section 1 of the Beau Chene Subdivision, together with the roads and streets, all as shown on a revised plat entitled "Resubdivision of Part of Parcel 6 in section #1," prepared by Waldemar S. Nelson and Company, Inc., Architects and Engineers, dated January 4, 1978, and recorded with the Clerk of Court of St. Tammany Parish, Louisiana, in Map File #554-B on April 24, 1978.

Lots 225 through 235; both inclusive, 235A, and lots 236 through 238, both inclusive, and Parcels 15A, 15B, and 16 in Section 2 Phase 2 of the Beau Chene Subdivision, together with the roads and streets all as shown on a revised plat entitled "Section 2 Phase 2," prepared by Waldemar S. Nelson and Company, Inc., Architects and Engineers, dated August 23, 1977, and recorded with the Clerk of Court of St. Tammany Parish, Louisiana, in Map File #561-A on July 28, 1978.

Lots 375 through 379, both inclusive, in Part of Parcel 6 of the Beau Chene Subdivision, all as shown on a plat entitled "A Resubdivision of Part of Parcel 6, Section 1," prepared by Waldemar S. Nelson and Company, Inc., Architects and Engineers, dated December 20, 1977, and recorded with the Clerk of Court of St. Tammany Parish, Louisiana, in Map File #562-A on July 7, 1978.

Lots 274 through 307, both inclusive, in Section 2 Phase 3 of the Beau Chene Subdivision together with the roads and streets, all as shown on a revised plat entitled "Section 2 Phase 3," prepared by Waldemar S. Nelson and Company, Inc., Architects and Engineers, dated February 23, 1978 and recorded with the Clerk of Court of St. Tammany Parish, Louisiana, in Map File #561-B on June 27, 1978.

Lots 333 through 374 both inclusive, and Parcels 17, 18, and 19 in Section 2 Phase 4, of the Beau Chene Subdivision, together with the roads and streets, all as shown on a revised-plat entitled "Section 2 Phase 4," prepared by Waldemar S. Nelson and Company, Inc., Architects and Engineers, dated December 9, 1977, and recorded with the Clerk of Court of St. Tammany Parish, Louisiana, in Map File #554-A on April 24, 1978.

Lots 308 through 332, both inclusive, in Parcel 5 of the Beau Chene Subdivision, together with the roads and streets, all as shown on a plat entitled "Resubdivision of Parcel 5 Section 1," prepared by Waldemar S. Nelson and Company, Inc., Architects and Engineers, dated June 3, 1977, and recorded with the Clerk of Court of St. Tammany Parish, Louisiana, in Map File #540-B on October 28, 1977.

Parcels 20, 21, 22, and 23 in Section 2 Phase 5 of the Beau Chene Subdivision, together with all the roads and streets, all as shown on a plat entitled "Section 2 Phase 5," prepared by Waldemar S. Nelson and Company, Inc. Architects and Engineers, dated September 20, 1977, and recorded with the Clerk of Court of St. Tammany Parish, Louisiana, in Map File #556-A on April 28, 1978.

Lots 4 through 150, both inclusive, and Lots 164 through 172, both inclusive, and Parcels A, B, F, G, H, I, and J, of the Marina Beau Chene Subdivision, together with the roads and streets, all as shown on a plat entitled "Marina Beau Chene Subdivision." prepared by S. K. Landry, Registered Professional Engineer, dated February 21, 1978, and recorded with the Clerk of Court of St. Tammany Parish, Louisiana, in Map File #588-A on May 12, 1978.

WHEREAS, the Developer and Marina Beau Chene, Inc. desire to provide for the preservation of the values and amenities in said community and for the maintenance of certain roadways, open spaces and other community facilities to be developed as a part of said community; and to this end, desire to subject the real property described in "Exhibit "A" hereof to the servitudes, privileges and restrictions, hereinafter set forth, each and all of which is and are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which was delegated and assigned the powers and duties of maintaining and administering the roadways, open spaces, and other community facilities, administering and enforcing the within Servitudes, privileges and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Developer has formed The Beau Chene Homeowners Association, Inc., as a non-profit corporation without capital stock under the Laws of the State of Louisiana for the purposes of carrying out the powers and duties aforesaid,

NOW, THEREFORE, the Developer and Marina Beau Chene, Inc., each with regard to the property it owns, declare that the real property described in Exhibit "A" hereof is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the servitudes, privileges and restrictions (hereinafter sometimes referred to as the "Act of Dedication") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for improvement of said property, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in said property and improvements.

ARTICLE I

Section 1. Definitions. The following words, when used in this Act of Dedication shall have the following meanings:

(a) "Association" shall mean and refer to the Beau Chene Homeowners Association, Inc., and its successors or assigns.

(b) "The Property" shall mean and refer to all or any portion of the real property described in "EXHIBIT A" hereof and such additions thereto as may hereinafter be made pursuant to the provisions of Article II hereof.

(c) "Lot" shall mean and refer to all subdivided property which are part of The Property and shall include, without limitation, condominium units or "apartments" as that term is defined in La. R. S. 9:1121, et seq., i.e., the Horizontal Property Act, or any amendments or revisions thereof effective subsequent to the date of recordation of this Act of Dedication, and shall also include, again without limitation, any dwelling (as herein defined) located in a multi-family structure (as herein defined).

(d) "Dwelling" shall mean and refer to any completed building or portion of a completed building (e.g., a rental apartment) situated upon The Property and designed or intended for use and occupancy as a residence by a single family.

(e) "Multi-family Structure" shall mean and refer to any building or group of buildings situated upon any lot, which building or buildings contain two or more dwellings, but shall not include condominium units or "apartments" as that term is defined in La. R. S. 9:1121, et. seq., i.e. the Horizontal Property Act, or any amendments or revisions thereof effective subsequent to the date of recordation of this Act of Dedication.

(f) Section 1. "Common Areas" or "Open Spaces" or "Community Facilities" shall mean and refer to all real property now or hereafter acquired or otherwise available for use by the Association for the benefit, use and enjoyment of its members. With the exception of the property hereinafter referred to in Section 2 of Paragraph (f) of Section 1 of Article I of the Act of Dedication, as modified by this Fourth Act of Modification, the only "common Areas," "Open Spaces" or "Community facilities" as of the date of this Fourth Act of Modification are the sewerage and water distribution and collection lines located within the street areas attached hereto of the real property described in "EXHIBIT A" and the roads and streets and entrance neutral ground.

Section 2. It is further declared that there are no "Common Areas," "Open Spaces" or "Community Facilities" in Parcels 1, 2, 4A, 4B-1, 4B-2, 8A, 8-B1, 8-B2, 8C-1, 8C-2, 9, 10, 11, 12, 14, 15A, 15B, 16, 17, 18, 19, 20, 21, 22, 23, nor in Parcels A, B, F, G, H, I, and J, located within the Subdivision known as Marina Beau Chene, nor shall the following described parcel of ground be considered a "Common Area," "Open Space" or "Community Facility," but rather shall be reserved for the exclusive benefit and use of those persons purchasing lots in Parcel 7 and their guests:

That certain portion of ground located within Parcel 7 of Section 1 of the Beau Chene Subdivision, which is described as follows:

commencing at the north westerly end of Plantation Drive and running in a northerly direction for 205.82 feet on the eastern boundary line of lot X-1, thence in an easterly direction 134.05 feet along the Tchefuncta River, thence in a southerly direction 213.85 feet on the western boundary line of the fifth hole of the Beau Chene Golf Course, thence in a westerly direction 115 feet on the northern boundary line of Lot A and continuing for an additional 40 feet along the northern boundary line of Plantation Drive to the point of beginning;

all of which is shown on the plat of Subdivision of Parcel 7 of Section 1 of the Beau Chene Subdivision prepared by Waldemar S. Nelson and Company, Incorporated, Architects and Engineers, dated as revised February, 1977, and recorded with the Clerk of Court of St. Tammany Parish, Louisiana, in Map File #515-A on April 5, 1977, title to which remains in Developer.

(g) "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 on The Property.

(h) "Member" shall mean and refer to every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds any class of membership in the Association.

(i) "Developer" shall mean and refer to Beau Chene, Inc. with respect to all of the property described in Exhibit "A", with respect to Parcels A, B, F, G, H, I and J of Marina Beau Chene Subdivision, and more fully described in Exhibit "A", "Developer" shall mean and refer to Marina Beau Chene, Inc.

(j) "Beau Chene" shall mean and refer to the Beau Chene Subdivision and/or Beau Chene community, which shall include the subdivision or community known as "Marina Beau Chene" unless specific reference is made to "Marina Beau Chene" alone.

Whenever in this Act of Dedication, any action is required to be taken by a specified percentage of "each class of the then members" of the Association, then such action shall be required to be taken separately by the specified percentage of the then outstanding Class A members of the Association and the specified percentage of the then outstanding Class B members of the Association. Whenever in this Act of Dedication any action is required to be taken by a specified percentage of "both classes of the then members" of the Association or by a specified percentage of the "then members" of the Association, then such action shall be required to be taken by the specified percentage of the then outstanding cumulative membership of the Association.

ARTICLE II

Section 1. Property- Subject to Act of Dedication. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Act of Dedication is located in St. Tammany Parish, State of Louisiana, and is more particularly described on "EXHIBIT A" attached hereto and by this reference made a part hereof.

Section 2. Additions. So long as there are Class B members of the Association, additional property may be annexed to the above described property without the assent of the Class A members of the Association, if any. The Scheme of the within servitudes, privileges and restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described on "EXHIBIT A", as hereinafter provided.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Act of Dedication of Servitudes, Privileges and Restrictions with the Clerk of Court for St. Tammany Parish, Louisiana, which Supplementary Act of Dedication shall extend the scheme of the within Act of Dedication to such annexed property. Such Supplementary Act of Dedication may contain such complementary additions and modifications to the servitudes, privileges and restrictions set forth in the within Act of Dedication as may be necessary to reflect the different character or use, if any, of such annexed property provided, however, that in no event shall any such addition or modification be substantially inconsistent with the provisions of the within Act of Dedication.

ARTICLE III

Section 1. Membership. The Association shall have two classes of voting membership.

(a) Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is a record owner of a fee interest in any lot which is or becomes subject by this Act of Dedication to assessment by the Association shall be a Class A member of the Association. Each Class A member shall be entitled to one vote for each lot in which such member holds the interest required for Class A membership.

(b) There shall be 3000 Class B memberships, all of which shall be issued to the Developer or its nominee or nominees. The Class B member shall be entitled to one vote for each Class B membership so held, provided, however, that each Class B membership shall lapse and become a nullity on the first to happen of the following events:

- (i) thirty (30) days following the date upon which the total authorized, issued and outstanding Class A memberships equal 2700; or
- (ii) on January 1, 1985; or
- (iii) upon surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.

Upon the lapse and/or surrender of all of the Class B memberships, as provided for in this Article III, the Developer shall continue to be a Class A member of the Association as to each and every lot in which the Developer holds the interest otherwise required for such Class A membership.

ARTICLE IV.

Section 1. Members' Right of Enjoyment. Every member shall have a right of use and enjoyment in and to the common areas and community facilities and such right of use and enjoyment 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 Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the common areas and community facilities in a manner designed to promote the enjoyment and welfare of the members and in aid thereof to mortgage said property; and

(b) the right of the Association, with the consent of fifty-one percent (51%) of the then Class A members, to levy reasonable admission and other fees for the use of any facilities situated upon the common areas by the members of the Association and their guests; and

(c) 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 provision of this Act of Dedication; and

(d) 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

(e) the right of the Association to suspend the voting rights and the rights to use of the common areas and community facilities (except for rights to the use of streets, roadways and parking areas, which shall not be subject to suspension for any reason) for any period during-which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of any of the published rules and regulations of the Association; and

(f) the right of the Association to dedicate or transfer all or any part of the common areas or community facilities to any public, state, parish or municipal agency, authority or utility for purposes consistent with the purpose of this Act of Dedication and subject to such conditions as may be agreed to by the members, provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by fifty-one percent (51%) of both classes of the then members of the Association has been recorded agreeing to such dedication, transfer, purpose or conditions, and unless written notice .of the proposed agreement and action there under is sent to each member at least ninety (90) days prior to the taking of any action; and

(g) the right of the Association, acting by and through its Board of Directors, to grant rights-of-way and/or servitudes for any public utility purpose to any state, parish or municipal agency, public utility or to the Developer for the purpose of the installation and/or maintenance of such utilities as may be necessary to serve any of the common areas or community facilities or to serve any other portion of the community hereinabove identified; provided, however, that no such servitudes and/or rights-of-way shall be permanently inconsistent with the enjoyment of the common areas and community facilities by the members of the Association.

ARTICLE V.

Section 1. 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 (herein elsewhere sometimes referred to as "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 its Board of Directors, to meet its annual expenses, including, but in no way limited to the following:

(a) the cost of all operating expenses of the common areas and community facilities and services furnished, including charges. by the Association for facilities and services furnished by it; and

(b) the cost of necessary management and administration, including fees paid to any Management Agent; and

(c) the amount of all taxes and assessments levied against 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 the cost 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 other utilities and services which may be provided by the Association, whether with respect to the common areas or otherwise; and

(f) the cost of maintaining, replacing, repairing and landscaping the common areas and community facilities (including, without limitation, the cost of maintaining, replacing and repairing the streets, roadways and open areas of "BEAU CHENE") and such equipment as the Board of Directors shall determine to be necessary and proper; and

(g) 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 the assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided for. Any Class A 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 upon 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 of the common areas or community facilities or by abandonment of any lot belonging to him.

Section 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 a described 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 percent (51%) of both classes of the then 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.

Section 3. Reserve for Replacements. The Association shall establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and shall be deposited with a bank or other financial institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purpose of effecting the replacement of the common areas and community facilities, major repairs to any streets, or roadways developed as a part of "BEAU CHENE", equipment replacement, and for operating contingencies of a nonrecurring nature. The proportionate interest of any member in any reserve for replacements shall be considered an appurtenance of his lot and shall not be separately withdrawn, assigned, or transferred or otherwise separated from the lot to which it appertains and shall be deemed to be transferred with such lot.

Section 4. Non-Payment of Assessment. Any assessment levied pursuant to this Act of Dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member to pay such assessment shall remain his personal obligation and a suit to: recover a money judgment for nonpayment of any assessment levied pursuant to this Act of Dedication, or any installment thereof, may be maintained by the Association.

Any assessment levied pursuant to this Act of Dedication or any installment thereof, which is not paid within too (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed eight percent (8%) per annum,

and may also, by resolution of the Board of Directors, subject the member obligated to pay the same to the payment of such other penalty of late charge" as the Board may fix, and the Association may bring an action at law against the member personally obligated to pay the same, in which event such interest, penalties, late charges, costs and reasonable attorneys' fees of not less than twenty percent (20%) of the sum claimed shall be added to the amount of the assessment. The Association shall notify the holder of the first mortgage on any lot for which any assessment pursuant to this Act of Dedication becomes delinquent' for a period in excess of sixty (60) days and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days, but any failure to give such notice shall not affect the validity of any assessment levied or to be levied pursuant to this Act of Dedication.

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 community.

Section 5. Assessment Certificates. The Association shall upon demand at any time a furnish to any member liable for any assessment levied pursuant to this Act of Dedication (or any other party legitimately interested in the same) a certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Thirty Dollars (\$30.00) may be levied in advance by the Association for each certificate so delivered.

Section 6. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to this Act of Dedication, 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.

Section 7. Additional Default. Any recorded first mortgage secured on a of in the community shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Act of Dedication, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision in any such mortgage shall not affect the validity of such mortgage (or the indebtedness secured thereby).

Section 8. Annual Membership Assessment. The maximum annual assessment for each, of the lots to which Class A membership is appurtenant shall not exceed the sum of 145.20 per annum for non-resident lot owners and the sum of \$435.60 for resident lot owners. The monthly rate for non-resident lot owners will commence upon taking title to the property or completion of drainage and streets adjacent to said lot, whichever occurs last. Monthly rates for residents commence upon completion and occupancy of a single family, condominium or other dwelling.

Anything in this Act of Dedication to the contrary notwithstanding, no lot held by the Developer shall be subject to the annual assessments or the special assessments provided for in this Act of Dedication until three (3) months following the lapse of the Class B memberships as provided in Article III of this Act of Dedication.

Section 9. Increase in Maximum Assessment.

(a) From and after January 1, 1975, the maximum annual assessment for all Class A memberships hereinabove provided for, may be increased by the Board of Directors of the Association, without a vote of the membership, by an amount equal to ten percent (10%) of the maximum annual assessment for the preceding year.

(b) From and after January 1, 1975, the maximum annual assessment for all Class A memberships hereinabove provided for may be increased above that established by the preceding paragraph by a vote of members, as hereinafter provided, for the next succeeding year thereafter and, at the end of such year, for each succeeding year. Any change made pursuant to this paragraph shall have the assent of fifty-one percent (51%) of the then 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 in advance of such meeting, which notice shall set forth the purpose of such meeting.

Section 10. Commencement of Annual Assessments. The annual assessment or each Class A membership shall commence on the date of execution of the act of sale for the lot to which such membership is appurtenant. The first monthly installment of such annual assessment shall be made for the month during which such act of sale is executed and shall become due and payable on that date. Except as herein elsewhere provided, the monthly installment of the annual assessment for any lot for any month after the first month shall become due and payable on the first day of each successive month.

ARTICLE VI.

Section 1. Servitudes for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such licenses; servitudes and/or rights-of-way for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to "BEAU CHENE" as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the common areas and community facilities or for the preservation of the health, safety, convenience and/or welfare of the owners of the lots.

Any and all streets, walkways, roadways, sidewalks and/ or the like, which are owned by the Association shall be subject to non-exclusive servitudes of ingress, egress and regress for the benefit of all members of the Association, the Developer, Marina Beau Chene, Inc., their respective heirs, personal representatives and assigns and all other persons or other parties claiming under any of them.

ARTICLE VII.

Section 1. Environmental Control Committee. Except for original construction and/or development within the community of "BEAU CHENE" by the Developer, and except for any improvements to any lot or to the common areas; accomplished by the Developer concurrently with said construction and/or development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon The Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change (including, without limitation, any other information specified by the Board of Directors or by the Environmental Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community of "BEAU CHENE" by the Board of Directors of the Association, or by the Environmental Control Committee appointed by the Board of Directors.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, walls, aerials, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any lot or upon any of the common areas with the community or to combine or otherwise join two or more dwellings, or to partition the same after combination, or to remove or alter any windows or exterior doors of any* dwelling, or to make any change or alteration within any dwelling which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other lot owner, materially increase the cost of operating or insuring any common areas or impair any servitude, until the complete plans and specifications, showing the location, nature, shape, height, material color, type of construction and/or any other proposed form of change (including, without limitation, any other information specified by the Board of Directors or by the Environmental Control Committee) shall have been submitted to and approved, in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for "BEAU CHENE" by the Board of Directors of the Association or by any committee designated by it.

Section 2. Environmental Control Committee - Operation. The Environmental Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Association and such persons shall serve at the pleasure of the Board of Directors. In the event the Board of Directors fails to appoint an Environmental Control Committee, then the Board of Directors shall constitute the Committee. The affirmative

vote of a majority of the members of the Environmental Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 3. Approvals, etc. Upon approval by the Environmental Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Environmental Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within thirty (30) days after such plans and specifications (and all other materials and information required by the Environmental Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Environmental Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Environmental Control Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Environmental Control Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Environmental Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Environmental Control Committee without the prior consent in writing of the Environmental Control Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Environmental Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 5. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Environmental Control Committee in accordance with the provisions of this Article, the Environmental Control Committee shall, at the request of the owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Environmental Control Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the Act of Dedication as may be applicable.

Section 6. Rules and Regulations, etc. The Environmental Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and/or record such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, lot coverage, building set-backs, minimum square footage of the finished area of improvements, materials, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Act of Dedication. The Environmental Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications for approval pursuant to the provisions of this Article. The decisions of the Environmental Control Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Environmental Control Committee (or by any policy, standards or guidelines established by the Environmental Control Committee) may appeal the decision of the Environmental Control Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors of the Association.

ARTICLE VIII.

Section 1. Prohibited Uses and Nuisances. Except for the activities of the Developer, or except with the prior written approval of the Environmental Control Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the common areas:

(a) no noxious or offensive trade or activity shall be carried on upon any lot or within any dwelling situate upon The Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other members.

(b) the maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number shall be and is hereby prohibited on any lot or within any dwelling situate upon The Property, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members. Pets shall be registered, licensed and inoculated as may from time to time be required by law. Any member of the Association who keeps or maintains any pet upon any portion of the common areas shall be deemed to Save indemnified and agreed to hold the Association, each of its members and the Developer free and harmless from any loss, claim or liability of any kind or character whatsoever arising by reason of the keeping or maintaining of such pet upon the common areas. The Board of Directors shall have the right to order any member of the Association whose pet is a nuisance, to remove such pet from The Property and the Board of Directors shall have the sole

and exclusive authority to determine, after notice to such member and affording such member an opportunity for a hearing before the Board of Directors, whether or not any pet is a nuisance.

(c) no burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on 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 improvements located upon any lot.

(d) except as herein elsewhere provided, no junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house trailer, boat or other machinery or equipment of any kind or character (except for such equipment and/or machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling or other improvements located upon The Property and except for such equipment and/or machinery as the Association may require in connection with the maintenance and operation of the common areas and community facilities) shall be kept upon The Property nor (except for bona fide emergencies) shall the repair or extra-ordinary maintenance of automobiles or other vehicles be carried out thereon; provided, however, that this restriction shall not apply to vehicles, trailers, boats, machinery, equipment or the like stored and kept within an enclosed storage room or garage. The Association may, in the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like.

(e) trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any lot. Garbage, trash and other refuse shall be placed in covered containers.

(f) No lot shall be divided or subdivided and no portion of any lot (other than the entire lot) shall be transferred or conveyed for any purpose; except in those instances where the Environmental Control Committee approves said subdivision or revision in lot size. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions of this subsection shall not apply to the Developer, and further, the provisions hereof shall not be construed to prohibit the granting of any servitude and/or right of way to any state, parish, municipality, political subdivision, public body or authority, or to the Association or to the Developer. The provisions of this paragraph shall not apply to lots 40, 41, and 43 in Section 1 of the Beau Chene Subdivision, nor to Parcels 1, 2, 4A, 4B-1, 4B-2, 8A, 8-B1 8-82, 8C-1, 8C-2, 9, 10, 11, 12, 14, 15A, 15B, 16, 17, 18, 19, 2D, 21, 22, and 23, nor to Parcels A, B, F, G, H, I, and J, located within the community known as Marina Beau Chene.

(g) except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or

the like shall be installed or maintained on any lot above the surface of the ground.

(h) no lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel, or earth.

(i) except for those trees that must of necessity be removed in order to clear any lot or portion of a lot for purposes

of the construction of improvements thereon, no sound hardwood trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any lot without written approval of the Association acting through its Board of Directors or duly appointed committee. The Board of Directors of the Association may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife upon The Property as it may consider appropriate.

(j) no structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, playhouse, shed, or other buildings shall be erected, used or maintained on any lot at any time; provided, however, the foregoing restriction shall not prohibit the maintenance of those temporary structures, trailers or the like which are necessary during the construction, remodeling and/or renovation of any improvements thereon. No such structures, trailers or the like shall be utilized for dwelling purposes and all such structures, trailers or the like shall be removed from the lot promptly following the completion of any of such improvements.

(k) except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional signs or signs as may be maintained by the Developer of the Association, and except for such signs-as may be maintained upon portions of The Property which are devoted to industrial, commercial or other non-residential purposes, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any lot or dwelling situate upon The Property, provided, however, that one sign not exceeding two (2) square feet in area and not illuminated may be attached to a dwelling where a professional office (as herein elsewhere in this Act of Dedication defined) is maintained, and provided further, that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling.

(l) no structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any lot which may damage or interfere with any servitude for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

(m) garage doors and the doors of any other storage room or the like shall be maintained in a closed position whenever possible

(n) no member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member direct, supervise or in any manner attempt to assert control over any employee of the Association.

(o) no dwelling or other improvements which are located upon The Property shall be permitted to fall into disrepair and all

such dwellings and other improvements (including lawn and other landscaped areas) shall be maintained in good condition and repair.

(p) no wharf, pier, bulkhead, dock or other structure or obstruction shall be built or maintained upon or into any lake, stream, pond, river, canal or other waterway which is part of or adjacent or contiguous to The Property. In no event shall any such structure or obstruction be permitted under circumstances where it creates any threat to safe navigation or to the safe and convenient use of such waterway as a recreational facility.

(q) no boat canal shall be constructed upon any lot nor shall any dam, channel, or other device be constructed or installed upon any lot which shall in any way alter or impede the course or natural boundaries of any waterway which shall involve or result in the removal or water from any waterway.

(r) no garbage, trash or other refuse shall be dumped in any waterway upon The Property.

(s) no boats, boat railways, hoists, launching facilities, or any similar type of device or equipment shall be installed, constructed or maintained upon any lot; provided, however, that boats, hoists and the like maybe stored in an enclosed storage room or garage.

(t) there shall be no violation of any rules for the use of the common areas or community facilities or "house rules" or other community rules and regulations not inconsistent with the provisions of this Act of Dedication (including, without limitation, any rules and regulations regarding the use of boats on any lakes or other waterways owned by or under the control of the Association) which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Act of Dedication authorized to adopt such rules.

(u) There shall be no violation of the building restrictions set forth on revised Sheet 1 (of Sheets numbered 1 through 5 of Section 1) of the Plat of Beau Chene Subdivision, as prepared by Waldemar S. Nelson and Company, Inc. Architects and Engineers, with latest revisions (Revision #6) dated November 1, 1976, and recorded with the Clerk of Court of St. Tammany Parish, Louisiana, in Map File Number 504-A on February 3, 1977. The provisions of this paragraph shall not apply to the lots created by the subdivision of Parcels 3, 5, and Part Parcels 6 and 7 in Section 1 of the Beau Chene Subdivision.

With respect to the lots created by the subdivision of Parcel 3, there shall be no violation of the building restrictions set forth on the plat of subdivision of Parcel 3, as prepared by Waldemar S. Nelson and Company, Inc. Architects and Engineers, dated February 12, 1976, and recorded with the Clerk of Court in and for St. Tammany Parish, Louisiana, in Map file #487-B on August 23, 1976.

With respect to the lots created by the subdivision of Parcel 7, there shall be no violation of the building restrictions set forth on the plat of subdivision of Parcel 7 of the Beau Chene Subdivision as prepared by Waldemar S. Nelson and Company, Inc., Architects and Engineers, dated at revised February, 1977, and recorded with the Clerk of Court in and for St. Tammany Parish, Louisiana, in Map File #515-A on April 5, 1977.

With respect to the lots created by the subdivision of part of Parcel 6 into lots 239 through 273, there shall be no violation of the building restrictions set forth on the plat of subdivision of Part Parcel 6 of the Beau Chene Subdivision, as prepared by Waldemar S. Nelson and Company, Inc. Architects and Engineers, as revised dated January 4, 1978, and recorded with the Clerk of Court in and for St. Tammany Parish, Louisiana, in Map File #554-B on April 24, 1978.

With respect to the lots created by the subdivision of part of Parcel 6 into lots 375 through 379, there shall be no violation of the building restrictions set forth on the plat of subdivision of Part Parcel 6 of the Beau Chene Subdivision as prepared by Waldemar S. Nelson and Company, Inc., Architects and Engineers, dated December 20, 1977, and recorded with the Clerk of Court in and for St. Tammany Parish. Louisiana, in Map File #562-A on July 7, 1978.

With respect to the lots created by the subdivision of Parcel 5, there shall be no violation of the building restrictions set forth on the plat of subdivision of Parcel 5 of the Beau Chene Subdivision as prepared by Waldemar S. Nelson and Company, Inc., Architects and Engineers, dated June 3, 1977, and recorded with the Clerk of Court in and for St. Tammany Parish, Louisiana, in Map File #540-B in October 28, 1977.

With respect to the lots created by the subdivision of Section 2 Phase 2, there shall be no violation of the building restrictions set forth on the plat of subdivision of Section I Phase 2 of the Beau Chene Subdivision as prepared by Waldemar S. Nelson and Company, Inc., Architects and Engineers, as revised dated August 23, 1977, and recorded with the Clerk of Court in and for St. Tammany Parish, Louisiana, in Map File #561-A on June 28, 1978. 1978.

With respect to the lots created by the subdivision of Section 2 Phase 3, there shall be no violation of the building restrictions set forth on the plat of subdivision of Section Phase 3 of the Beau Chene Subdivision as prepared! by Waldemar S. Nelson and Company. Inc., Architects and Engineers, as revised dated February 23, 1978, and recorded with the Clerk of Court in and for St. Tammany Parish, Louisiana in Map File #561-B on June 27, 1978.

With respect, of the lots created by the subdivision of Section 2 Phase 4, there shall be no violation of the building restrictions set forth on the plat of subdivision of Section 2 Phase 4 of the Beau Chene Subdivision as prepared by Waldemar S. Nelson and Company, Inc., Architects and Engineers, as revised dated December 9, 1977, and recorded with the Clerk of Court in and for St. Tammany Parish, Louisiana, in Map File #554-A on April 24, 1978.

With respect to the lots created by the subdivision of that certain community known as Marina Beau Chene. there shall be no violation of the building restrictions set forth on the plat of subdivision of Marina Beau Chene, as prepared by S. K. Landry, Registered Professional Engineer, revised date of February 21, 1978, and recorded with the Clerk of Court in and for St. Tammany Parish, Louisiana in Map File #588-A on May 12, 1978.

However, the provisions contained above in Paragraph (u) of Section 1 of Article VIII do not apply to Parcels 1, 2, 4A, 4B-1, 4B-2, 8A, 8-B1, 8-82, 8C-1, 8C-2, 9 and 10 of Section 1 of the Beau Chene Subdivision, nor to Parcels 11, 12, 14, 15A, 15B, 16, 17, 18, 19, 20, 21, 22, and 23 of Section 2 of the Beau Chene Subdivision, nor to Parcels A, B, F, G, H, I, and J of the Marina Beau Chene Subdivision.

(v) no family dwelling shall be less than 2,000 square feet in size exclusive of open porches and garages.

(w) no individual sewerage disposal systems will be permitted.

(x) no individual wells will be permitted.

Section 2. Enforcement - Right to Remove or Correct Violations. In the event any violations or attempted violation of any of the servitudes, privileges or restrictions contained in this Article shall occur or be maintained upon any lot, or in the event of any other conduct in violation of any of the provisions and requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the Environmental Control Committee required herein, and, upon written notice from the Board of Directors or the Environmental Control Committee, such violation shall be promptly removed or abated. In the event the same is not removed or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the owner of the lot upon which such violation exists, or to the member responsible for such violation if the same shall be committed or attempted on premises other than the lot owned by such member, then the Association shall have the right, through its agents and employees, (but only after a resolution of the Board of Directors or The Environmental Control Committee) to enter upon such lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation

and the cost thereof may be assessed against the lot upon which such violation occurred and, when so assessed, a statement for the amount thereof shall be rendered to the owner of said lot at which time the assessment shall become due and payable and a binding personal obligation of the owner of such lot, in all respects (and subject to the same limitations) as provided in Article V of this Act of Dedication. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any lot at any reasonable time for the purpose of ascertaining whether any violation or the provisions of this Article or any of the other provisions or requirements of this Act of Dedication, exist on such lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE IX.

Section 1. Residential Use. All dwellings shall be used for private residential purposes exclusively, except that a professional office may be maintained in a dwelling, provided that such maintenance and use is limited to the person actually residing in the dwelling and, provided further, that such maintenance and use is in strict conformity with the provisions of any relevant zoning law or ordinance.

Section 2. Context. As used herein, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and any other professional office approved by the Environmental Control Committee, but not including medical or dental clinics. Nothing contained in this Article, or elsewhere in this Act of Dedication shall be construed to prohibit the Developer from the use of any lot or dwelling for promotional or display purposes, or as "model houses" or the like.

Section 3. Parcels. The provisions of Sections 1 and 2 of Article do not apply to lots 40, 41, and 43, Parcels 1, 2, 4A, 4B-1, 4B-2, 8A, 8-B1, 8-82, 8C-1, 8C-2, 9, 10, 11, 12, 14, 15A, 158, 16, 17, 18, 19, 20, 21, 22, and 23 located within the Beau Chene Subdivision, nor to Parcels A, B, F, G, H, I, and J, located within the Marina Beau Chene Subdivision.

ARTICLE X.

Section 1. Management Agent. The Association shall employ for the Association, a professional agent (the "Management Agent") at a rate of compensation to be established by the Board of Directors of the Association to perform such duties and services as the Board of Directors shall authorize in writing, including, without limitation:

(a) to establish (with the approval of the Board of Directors of the Association) and provide for the collection of

the maintenance assessments and other assessments provided for in this Act of Dedication in a manner consistent with law and the provisions of this Act of Dedication; and

(b) to provide for the care, upkeep, maintenance and surveillance of the common areas and community facilities; and

(c) to designate, hire and/or dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the common areas and community facilities; and

(d) to promulgate (with the approval of the Board of Directors of the Association) and enforce such rules and regulations and such restrictions or requirements, "house rules" or the like as may be deemed proper respecting the use of the common areas and community facilities; and

(e) to provide such other services (including accounting services) for the Association as may be consistent with law and the provisions of this Act of Dedication.

Section 2. Limitation of Liability. Neither the Association nor the Developer shall be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the common areas and community facilities or from any wire, pipe, drain, conduit or the like. Neither the Association nor the Developer shall be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the common areas or community facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common areas or community facilities or from any action taken by the Association or the Developer to comply with any law or ordinance or with the order or directive of any state, parish, municipal or other governmental authority.

ARTICLE XI.

Section 1. Duration - Amendment. Except where permanent servitudes or other permanent rights or interests are herein created, the servitudes, privileges and restrictions of this Act of Dedication shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Act of Dedication, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date of recordation of this Act of Dedication, after which the said servitudes, privileges and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then owners of a majority of the lots has been recorded, agreeing to change said servitudes, privileges and restrictions in whole or in part. The terms and provisions of this Act of Dedication, and any of the servitudes, privileges or restrictions herein con- may be modified in whole or in part, terminated or waived,

prior to or subsequent to the expiration of the thirty (30) year period aforesaid, by a. Act of Modification, Termination or Waiver signed by the then owners of a majority of the lots and duly recorded with the Clerk of Court for Saint Tammany Parish, Louisiana.

Section 2. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community of "BEAU CHENE Enforcement of these servitudes, privileges and restrictions shall be by any legal proceeding against any person or persons violating or attempting to violate any servitude, privilege or restriction, either to restrain or enjoin violation or to recover damages, or both; and the failure or forbearance by the Association or the owner of any lot to enforce any servitude, privilege or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforced, without limitation, by the Association, by any owner of any lot which becomes subject to the provisions hereof and/or by any other person, firm corporation or other legal entity who has any right to the use of any of the common areas or community facilities owned by the Association, including, again without limitation, any person, firm, corporation or other legal entity who has any right to the use of any of the streets or roadways owned by the Association.

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

Section 3. Incorporation by Reference on Resale. In the event any owner sells or otherwise transfers any lot, any act of sale or contract to sell purporting to effect such transfer shall contain a provision incorporating by reference the servitudes, privileges and restrictions set forth in this Act of Dedication.

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

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

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

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

AND NOW, to these presents, came and intervened MARINA BEAU CHENE, INC., a Louisiana Corporation, herein appearing through John L. Lauricella, its President, hereinto duly authorized pursuant to resolutions of the Board of Directors of said corporation;

WHO DECLARED THAT MARINA BEAU CHENE, INC. is the Developer of that certain community known as "MARINA BEAU CHENE" and that it desires to provide for the preservation of the values and amenities in said community, and for the maintenance of certain roadways, open spaces, and other community facilities to be developed as part of said community, and for said purpose, hereby declares that its property, together with the roads and streets, all utilities and the marina, as more fully described in Exhibit "A" annexed hereto and made part hereof, shall, from and after the date hereof, be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and subject to the servitudes, privileges and restrictions herein above set forth in the foregoing Act of Dedication of Servitudes, Privileges and Restrictions, as previously supplemented and modified and as supplemented, modified and restated herein, each and all of which is and are likewise made for the benefit of said property owned by Marina Beau Chene, Inc. and all subsequent owners thereof.

THUS DONE AND PASSES, in my office at New Orleans, Louisiana, on the day, month and year hereinabove first written, in the presence of the undersigned competent witnesses, who hereunto sign their names with said appearer, and me, Notary, after reading of the whole.

WITNESSES:

BEAU CHENE, INC.

s/Gloria Kabacoff

BY: _____
s/Morgan Earnest, President

s/Lester E. Kabacoff

MARINA BEAU CHENE, INC.

St. Tammany Parish
State of Louisiana
Lucy Reid Rausch
Filed for Record
Nov 2 1:26 pm ' 78
COB 901 Folio 344
COB Folio
DY Clerk of Court

BY: _____
s/John L. Lauricella, President

s/Pres Kabacoff, Notary Public