

BE IT KNOWN, that on July 24, 1980 before me, a Notary Public for St. Tammany Parish, Louisiana, and in the presence of the undersigned competent witnesses, PERSONALLY CAME AND APPEARED:

GENERAL HOMES-LOUISIANA , INC., a corporation organized under the laws of the State of Louisiana, domiciled in the Parish of St. Tammany, the articles of incorporation of which are recorded at Misc. Book 11, folio 315 in the official records of St. Tammany Parish, Louisiana, whose mailing address is 747 Robert Road, Slidell, LA 70458, appearing herein by and through Randall K. Braden, its Executive vice President, duly authorized by resolution of the Board of Directors of said corporation dated January 23, 1979, a certified copy whereof is recorded at COB 912, folio 306 in the official records of St. Tammany Parish, Louisiana, hereinafter referred to as "Declarant".

who declared that:

It is the owner of the following described property:

All that certain parcel of land being situated in Sections 4 and 38, Township 9 South, Range 14 East, 9th Ward, St. Tammany Parish, Louisiana, being more fully described as follows:

From the Section Corner common to Sections 4, 5, and 38 in said Township and Range, go South 19 degrees, 39 minutes, 38 seconds West 230.00 feet to the Point of Beginning. Then from the Point of Beginning go South 72 degrees, 36 minutes, 12 seconds East 374.85 feet to a point; thence North 13 degrees, 34 minutes, 28 seconds East 775.21 feet to a point on the Southerly Right-of-Way Line of U.S. Hwy. 190' thence along said Southerly Right-of-Way Line South 70 degrees, 40 minutes, 47 seconds East 80.40 feet to a point; thence South 13 degrees, 34 minutes 28 seconds West 772.51 feet to a point; thence North 72 degrees, 36 minutes, 12 seconds West 15.03 feet to a point; thence South 13 degrees, 34 minutes 28 seconds West 25.05 feet to a point; thence South 72 degrees, 36 minutes 12 seconds East 135.00 feet to a point; thence South 10 degrees, 34 minutes, 06 seconds West 230.88 feet to a point; thence South 59 degrees, 00 minutes, 00 seconds West 314.72 feet to a point; thence North 31 degrees, 00 minutes, 00 seconds West 15.3 feet to a point; thence South 59 degrees 00 minutes, 00 seconds West 120.00 feet to a point; thence South 31 degrees, 00 minutes, 00 seconds East 111.65 feet to a point; thence South 65 degrees, 45 minutes, 00 seconds West 488.34 feet to a point; thence North 24 degrees, 15 minutes, 00 seconds West 120.00 feet to a point; thence South 75 degrees, 20 minutes, 21 seconds West 96.6 feet to a point; thence North 86 degrees, 30 00 minutes, 00 seconds West 65.0 feet to a point; thence North 03 degrees, 30 minutes, 00 seconds East 120.62 feet to a point; thence go along a curve to the right, whose radius is 369.11 feet and arc 21.26 feet; thence North 86 degrees, 30 minutes, 00 seconds East 170.00 feet to a point; thence North 86 degrees 30 minutes, 00 seconds West 195.0 feet to a point; thence North 03 degrees, 30 minutes, 00 seconds East 290.0 feet to a point; thence North 86 degrees, 30 minutes, 00 seconds West 120.0 feet to a point; thence North 03 degrees, 30 minutes, 00 seconds East 476.35 feet to a point; thence go North 84 degrees, 00 minutes, 00 seconds East 16.97 feet to a point; thence go along a curve to the right, whose radius is 466.9 feet and arc is 8.4 feet; thence North 03 degrees, 30 minutes, 00 seconds East 104.85 feet to a point; thence North 45 degrees, 00 minutes, 00 seconds East 43.54 feet to a point; thence South 89 degrees, 04 minutes, 20 seconds East 68.60 feet to a point; thence South 70 degrees, 29 minutes, 53 seconds East 417.54 feet to a point; thence South 19 degrees, 30 minutes, 07 seconds West 120.0 feet to a point; thence South 70 degrees, 29 minutes, 53 seconds East 187.88 feet to a point; thence South 62 degrees, 26 minutes, 55 seconds East 122.54 feet back to the Point of Beginning.

Above property further described as follows:

ALL THOSE CERTAIN LOTS OR PARCELS OF LAND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, and lying and being situated in HUNTWYCK VILLAGE, located in St. Tammany Parish, Louisiana in Sections 4 and 38, Township 9 South, Range 14 East, more fully described in accordance with plat of subdivision by Borgen Engineering, Survey No. 20182, dated February 29, 1979, revised November 12, 1979; filed for record as Plat No. 646-B in the official records of St. Tammany Parish, Louisiana, as follows, to-wit:

Lots 1-90, HUNTWYCK VILLAGE, PHASE 1.

It revokes the Declaration of Covenants Conditions and Restrictions for Huntwyck Village Subdivision, Phase One (1) dated July 1, 1980 and recorded at COB 978, folio 17 of the official records of St. Tammany Parish, Louisiana in its entirety.

It desires to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property (Lots 1-90) in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision: It hereby adopts, establishes and imposes upon those above described lots in HUNTWYCK VILLAGE, PHASE 1, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of the land, which reservations shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to HUNTWYCK VILLAGE HOMEOWNERS ASSOCIATION, a non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to an lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to those certain lots in HUNTWYCK VILLAGE SUBDIVISION, PHASE 1, described above, subject to the Reservations set forth herein and/or in the Subdivision plats and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 4. "Lot" shall mean and refer to any plot of land as described above.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

ARTICLE II
RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 1. Recorded subdivision maps of the Properties. The recorded subdivision maps of the Properties dedicate for use as such, subject to the limitations as set forth therein, the streets and easements shown thereof, and such recorded subdivision maps of the properties further establish certain restrictions applicable to the Properties including without limitation certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the recorded plats or replats of the subdivision of the Properties are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2. Easements. Declarant reserves for the public use the easements and rights-of-way as shown on the recorded subdivision maps of the Properties for the Purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, cable television, or any other utility Declarant sees fit to install in, across and/or under the Properties. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements but such changes and additions must be approved by the Federal Housing Administration and Veterans Administration. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees, or servants, to fences, shrubbery, trees or flowers or any other property of the Owner on the land covered by said easements.

Section 3. Title subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, storm, sewer, electric light, electric power, telephone or telegraph purposes. The owners of the respective lots shall not be deemed to separately own pipes, wires, conduits or other service lines running through their property which are utilized for or service other lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his lot.

ARTICLE III
RESTRICTIONS

Section 1. Land Use and Building Types. All lots shall be used for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than detached single family dwelling not to exceed two and one half (2-1/2) stories in height, with overall height limitation of thirty-five (35) feet.

Section 2. Dwelling Cost, Quality, Land Size. No dwelling shall be permitted on any lot, which costs less than \$20,000.00 DOLLARS based upon the cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than which can be produced at the minimum cost stated herein for the minimum permitted dwelling size on the date these covenants are recorded. The ground floor area of the main structure shall not be less than 800 square feet of slab area for a dwelling of more than one story exclusive of open porches and garages.

Section 3. Building location. No dwelling shall be located nearer than twenty-Five (25') feet to the front line, five (5') feet to a side lot line, with the rear lot line being twenty (20%) per cent of the depth of the lot, provided that the rear lot line be not less than fifteen (15') feet and need not exceed twenty-five (25') feet. No accessory building shall be located on any lot nearer than five (5') feet to any interior lot line except that a porte-cochere, carport, or canopy, which canopy is attached to a porte-cochere, or carport and has no other support may project into a required side yard provided that every part of the projection of such porte-cochere or carport is removed at least three (3') feet from the nearest interior lot line and does not extend more than twenty-five (25') feet in length or more than thirteen (13') feet in height. No building shall be located on any corner lot nearer than five (5') feet to the side street line. For purposes of this covenant eaves, steps and porches shall not be considered a part of the principal dwelling.

Section 4. Lot Area and Width. No dwelling shall be erected on any lot having a width less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7200 square feet.

Section 5. Nuisances. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 6. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or out buildings shall be used on any lot at any time as a residence, either temporary or permanently, provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs and portable toilet facilities.

Section 7. Signs. No signs of any kind shall be displayed to the public view on any lot except a professional sign of not more than five (5) square foot in area advertising the property for sale or rent, or signs used by a builder or his realtor to advertise the property during the construction and sales period.

Section 8. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be Permitted upon or in any lot, nor shall oil wells, tanks, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 9. Livestock and Poultry . No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, or other household pets may be kept thereon provided that they are not kept, bred or maintained for any commercial purposes. No more than two of each type of pet will be permitted on each lot. If common household pets are kept, they must be restrained and confined to the back yard within property lines or within the house. When away from Lot, pet must be on a leash at all times.

Section 10. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, garbage or other waste. Garbage or other waste shall not be kept on any lot except in sanitary containers.

Section 11. Walls, Fences and Hedges. No hedge in excess of three (3) feet in height, walls or fence shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such lot. No side or rear fence, wall, or hedge shall be more than eight (8) feet high. All fences must be of a wooden material and plans for fence installation must be submitted to and approved in writing by the Architectural Control Committee before installation.

Section 12 . Lot Maintenance. Lot owners shall keep their respective lots mowed and free of noxious weeds. In the event that an owner fails to discharge this obligation, HUNTWYCK VILLAGE HOMEOWNERS ASSOCIATION, in its discretion, can cause the lot to be mowed, and the owner of such lot shall be obligated to pay the cost of such mowing.

Section 13. Storage of automobiles, boats, trailers and other vehicles. No motor Vehicle may be parked or stored on any part of any Lot, easement, right-of-way, or in the street adjacent to any Lot, easement, or right-of-way unless such vehicle is completely concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in operating condition, having current license plates and inspection stickers, are in daily use as motor vehicles on the streets and highways of the State of Louisiana and which do not exceed six feet six inches in height, or seven feet six inches in width, or twenty-one feet in length. No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored, on any part of any lot, easement, right-of-way, or in the street adjacent to such lot, easement, or right-of-way, unless such object is completely concealed from public view inside a garage or other approved enclosure. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

Section 14. Building Materials. No building materials and no building equipment of any kind may be placed or stored on any lot except in the actual course of construction of a residence or other building thereon. No vacant lot shall be used for farming or gardening purposes, except that flowers and shrubbery may be grown for non-commercial purposes.

Section 15. Antennae. No antennae or aerial wires shall be maintained in front or on the side of the dwelling, on the roof of the dwelling or accessory building and shall not extend more than ten (10) feet above the roof of the dwelling.

Section 16. Visual Obstruction at the Intersections of Public Streets. No object or thing which obstructs site lines at elevations between two (2) feet and eight (8) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points ten (10) feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner lots.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of building plans. No Building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to the location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee of HUNTWYCK VILLAGE. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to commencement or construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt of the required documents, approval will not be required and the requirements of this Section will be deemed to have been fully complied with. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final and conclusive.

Section 2. Committee membership . The Architectural Control Committee members shall be three (3) in number, and shall be composed of Jeffrey P. Payson, Andrew E. Howard, and Randall K. Braden who by majority vote may designate a representative to act for them. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

Section 3. Replacement. In the event of death or resignation of any member or members of said committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and plot plans submitted or to or to designate a representative with like authority.

Section 4. Minimum construction standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on or after ten (10) years from the date of this instrument. Thereafter, the approval described in this covenant shall not be required, and all power vested in said Committee by this covenant shall cease and terminate; provided, that any time after January 1, 1990 by two-thirds (2/3) vote of the members present and voting, the Huntwyck Village Homeowners Association may assume the duties and powers of the Architectural Control Committee.

ARTICLE V

HUNTWYCK VILLAGE HOMEOWNERS ASSOCIATION

Section 1. Membership and Voting Rights. The membership includes every person or entity who is a record owner or a fee or undivided fee interest in any lot which subject by covenants of record to assessment by the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

Section 2. This Association is organized on a non-stock basis with two (2) classes of voting memberships.

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), 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:

- (1) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership: or
- (2) on January 1, 1990.

Section 3. Non-Profit Corporation, HUNTWYCK VILLAGE HOMEOWNERS ASSOCIATION, a non-profit corporation, has been organized; and it shall be governed by the Articles of Incorporation of said Association; and all duties, obligations, benefits, lines and rights hereunder in favor of the Association shall vest in said corporation.

Section 4. Bylaws. The Association may make whatever rules or bylaws it may choose to govern the organization, provided, however, that same are not in conflict with the terms and provisions hereof.

Section 5. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during the normal business hours at the Association's principal place of business.

Section 6. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than fifteen (15) nor more than fifty (50) days before such meeting to each member entitled to vote, thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and the purpose of the meeting. Notice of annual meetings other than the initial shall not be required.

ARTICLE VI

MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and personal Obligation of Assessments. The Declarant, for each owned 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 such deed, is deemed to covenant and agree to pay to the Association:

(1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, 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 interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 2. Purpose of assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the amenities.

The responsibilities of the Homeowners Association shall include, but not be limited to payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment. It is understood that the Judgment of the Association in the expenditure of said funds shall be final and conclusive. Neither annual nor special assessments may be used for the construction of capital improvements of the developer during the development period.

Section 3. Rate of Assessment. The maintenance charge and/or assessment will be paid by the Owner of each lot as described hereinabove within-Huntwyck Village Subdivision, in monthly installments, commencing on the first day of the month following conveyance of the first lot to a homeowner. However, the amount of such maintenance charge and/or assessment shall, anything to the contrary notwithstanding, be chargeable and payable by the owner or owners of any vacant lot at one-tenth (1/10) the rate assessed to homeowners and the owner or owners of any lot with a completed unoccupied dwelling at one-half (1/2) the rate assessed to homeowners. The assessment for the first year of ownership or any fraction thereof shall be the number of months the lot has been owned times the applicable monthly assessment rate, prorated monthly as to its status of being vacant, complete unoccupied or occupied, payable on January 1 for the preceding first year or fraction of the first year. After the first year the maintenance charge will be collected annually in the amount of the annual assessment; payable on January 1 of the specific year for the preceding year, except as to vacant lots or completed unoccupied dwellings as set forth hereinabove. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Board of Directors as the needs of the subdivision may, in the judgment of the Board of Directors, require. The Association can collect special assessments as well as annual charges above described whenever the members so vote.

Section 4. Maximum Annual Assessment. Until January 1, 1981, the maximum annual assessment shall be \$120.00. From and after January 1, 1981, the Board of Directors, without a vote of the membership, may increase the maximum annual assessment in conformance with the rise, if any, of the consumer price index (published by the Department of Labor, Washington, D.C., as the "Consumer Price Index-United States City Average for Urban Wage Earners and Clerical Workers-All Items") for the preceding month of July. From and after January 1, 1981, the maximum annual assessment may be increased each year above that established by the consumer price index formula, with two-thirds (2/3) vote of sixty (60%) per cent of each class of membership who are voting in person or proxy at a meeting duly called for this purpose. If sixty (60%) per cent of each class do not attend in person or proxy, a second meeting may be called with the same notice and require two-thirds (2/3) vote of thirty (30%) percent of each class of membership voting in person or proxy. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, and shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property, provided that any such assessment shall have the assent of two-thirds (2/3) vote of sixty (60%) per cent of each class of membership who are voting in person or by proxy at a meeting duly called for this purpose. If sixty (60%) per cent of each class of membership do not attend in person or by proxy, a second meeting may be called with the same notice and require two-thirds (2/3) vote of thirty (30%) per cent of each class of membership.

Section 6. Notice for Additional Assessment. Written notice of any meeting called for the purpose of increasing the maximum annual assessment and/or levying a special assessment authorized by Article VI, Sections 4 and 5 above shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

Section 7. Effect of Nonpayment of Assessments. Any assessment not paid within thirty (35) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Maintenance Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. To secure the payment of the maintenance fund established hereby and to be levied on individual residential Lots, there is hereby reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such lots, a Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder or such first mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. registered mail, and shall contain a statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lien holder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such first mortgage lien to the holder thereof. No sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer.

Section 9. Future Sections. The Association shall use the proceeds of the maintenance fund for the use and Benefit of all residents of HUNTWYCK VILLAGE, PHASE 1, a subdivision, as well as all subsequent phases of HUNTWYCK VILLAGE subdivision; provided; however, that each future section of HUNTWYCK VILLAGE subdivision, to be entitled to the benefit of this maintenance fund, must be impressed with and subjected to the annual maintenance charge and assessment on a uniform, per Lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the Association. Upon submission and approval by the Federal Housing Administration and/or the Veterans Administration of a general plan of the entire development, and approval of each stage of development, such future sections of HUNTWYCK VILLAGE subdivision may be annexed by the Declarant. The Declarant may also dedicate common area upon submission and approval of the Federal Housing Administration and/or the Veterans Administration.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the Lots have been recorded agreeing to change or terminate said covenants in whole or in part. The terms and provisions of these Restrictions may be amended at any time when an instrument setting forth said changes and signed by those persons holding seventy-five (75%) per cent of the votes in the Association is placed in the official records of St. Tammany Parish, Louisiana. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other lot owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations. Failure by any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no ways affect any of the other provisions which shall remain in full force and effect.

Section 3. Annexation. Additional land within the area described in COB 925, folio 209 of the official records of St. Tammany Parish Louisiana may be annexed by the Declarant without the consent of members within ten (10) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 4. FHA/VA Approval. So long as the Declarant its successors and assigns, are in control of the HUNTWYCK VILLAGE HOMEOWNERS ASSOCIATION, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: Annexation of additional properties; dedication of common area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

THUS DONE AND PASSED in my office in Slidell, Louisiana, on the day month and year first above written in the presence of the undersigned competent witnesses, who have hereunto signed their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

JANA B. GROSS

GENERAL HOMES LOUISIANA, INC.
RANDALL K. RADEN, EXECUTIVE VICE PRESIDENT

CHARLENE N. GRIFFIN

NEIL ALFORD - NOTARY PUBLIC

Filed for Record July 25, 1980
Truly recorded July 25, 1980

Cheryl G. McCain, Dy Clerk
Clerk of Court & Exofficio Recorder

ACT OF CORRECTION TO ANNEXATION AGREEMENTS
FOR HUNTWYCK VILLAGE, PHASES ONE (1), TWO (2),
THREE (3), FOUR (4), FIVE (5), SIX (6),
SEVEN (7), and NINE (9)

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 27th day of September, 1985, before me, Elaine V. Guillot, a Notary Public, duly commissioned and qualified, in and for the Parish of St. Tammany, State of Louisiana, therein residing, and in the presence of the undersigned competent witnesses, PERSONALLY CAME AND APPEARED:

NEIL ALFORD, a Notary Public, in and for the Parish of St. Tammany,
State of Louisiana

who declared that by the following annexation agreements passed before him, Huntwyck Village, Phases 2, 3, 4, 5, 6, 7 and 9 were annexed to the property described in the Declaration of Covenants, Conditions and Restrictions for Huntwyck Village, Phase One (1) dated July 24, 1980 recorded at COB 980, folio 179 in the official records of St. Tammany Parish, Louisiana, as follows:

- 1) Annexation Agreement Huntwyck Village Phase Two (2) dated January 20, 1981 recorded at COB 1001, folio 672
- 2) Annexation Agreement Huntwyck Village Phase Three (3) dated June 7, 1982 recorded at COB 1060, folio 300.
- 3) Annexation Agreement Huntwyck Village Phase Four (4) dated March 21, 1984 Recorded at COB 1144, folio 393
- 4) Annexation Agreement Huntwyck Village Phase Five (5) dated January 13, 1983 recorded at COB 1085, folio 674
- 5) Annexation Agreement Huntwyck Village Phase Six (6) dated November 28, 1983 recorded at COB 1128, folio 780
- 6) Annexation Agreement Huntwyck Village Phase Seven (7) dated November 28, 1983 recorded at COB 1128, folio 781.
- 7) Annexation Agreement Huntwyck Village Phase Nine (9) dated July 24, 1985 recorded at COB 1215, folio 90.

That a typographical error was made in preparing the above annexation agreements in that the recordation of the Declaration of Covenants, Conditions and Restrictions for Huntwyck Village, Phase One (1) dated July 24, 1980 was shown in two places therein as being recorded at COB 908, folio 179 in the official records of St. Tammany Parish, Louisiana, when in truth and in fact the Declaration is recorded at COB 980, folio 179.

That in view of the error made the recordation of the Declaration of Covenants, Conditions and Restrictions for Huntwyck Village, Phase (1) dated July 24, 1980 is corrected to read as being recorded at COB 980, folio 179 in the official records of St. Tammany Parish, Louisiana.

And I, Notary, do hereby authorize and request the Registrar of Conveyances to make mention of the within act of correction in the margin of her records at COB 1001, folio 672, COB 1060, folio 300, COB 1144, folio 393, COB 1085, folio 674, COB 1128, folio 780, COB 1128, folio 781 and COB 1215, folio 90 to serve as occasion may require.

THUS DONE AND PASSED in my office in Slidell, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses who hereunto sign their names with the said appearer and me, Notary after reading of the whole.

WITNESSES:

JANA B. GROSS

NEIL ALFORD

MARLENE C. GARRETT

ELAINE W. GUILLOT - NOTARY PUBLIC

Filed for Record October 3, 1985

Truly recorded October 3, 1985

Glen W. Broleu, Dy Clerk
Clerk of Court & Exofficio Recorder