

SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SAVANNAHS, PHASE 5-A S.

STATE OF LOUISIANA

PARISH OF LIVINGSTON

BE IT KNOWN, that on this 10th day of July, 2012, before me, the undersigned Notary Public, personally came and appeared,

SAVANNAHS COMMUNITY, L.L.C., a Louisiana Limited Liability Company, domiciled in the Parish of St. Tammany, State of Louisiana, herein represented by its duly authorized Manager, Kenneth Lopiccio, pursuant to Certificate of Authority on file and of record in the office of the Clerk and Recorder for the Parish of St. Tammany, Louisiana, and whose present mailing address is declared to be 21056 Smith Road, Covington, Louisiana 70435, hereinafter referred to as "Declarant"

WHO DECLARED UNTO ME, NOTARY, AS FOLLOWS:

WHEREAS, Declarant is developer and owner of certain real property situated within the City of Covington, in the Parish of St. Tammany, State of Louisiana, namely, Savannahs, Phase 5-A S., Lots 179 through 182, inclusive, (hereinafter the "Subdivision"). This property is shown on the official plat of subdivision made by Kelly McHugh & Associates, Inc., Civil Engineers and Land Surveyors, entitled, "Savannahs, Phase 5-A City of Covington, Section 45, T-6-S, R-11-E, Greensburg Land District St. Tammany Parish, Louisiana" ("Final Plat"), which Final Plat was recorded on June 29, 2012 at Map File No. 5072 of the official records of St. Tammany Parish, Louisiana (hereinafter the "Property"); and

St. Tammany Parish 1
Instrmnt #: 1864211
Registry #: 2158589 skb
07/12/2012 8:30:00 AM
MB CB X MI UCC

WHEREAS, Declarant states that the Property is subject to the Declaration of Covenants, Conditions, and Restrictions, Savannahs Subdivision, City of Covington, St. Tammany Parish, Louisiana, dated 10/22/03, and recorded on 10/23/03, (the "Declaration");

NOW THEREFORE, Declarant hereby declares that all of the Property described herein shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved, subject to the covenants, conditions, restrictions, servitudes and charges set forth in the Declaration and does hereby subject the Property described herein to the Declaration. For the purposes of Regular Assessments, the Property described in this Supplementary Declaration is classified as Cottage Units in accordance with the Declaration.

NOW THEREFORE, Declarant hereby further declares that the Property described herein shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the following additional covenants, conditions, restrictions, servitudes and charges, which are for the purpose of protecting the value and desirability of the Property described herein and of the General Plan of Development of the Subdivision approved by the City of Covington, Louisiana, and shall be deemed to run with and bind the Property described herein and enure to the benefit of and be enforceable by the Declarant, its successors, assigns and legal representatives, and be binding on all parties having any right, title or interest in the Property described herein, and their successors, assigns and legal representatives.

ARTICLE 1
DEFINITIONS

For the purposes of this Supplementary Declaration, the following explanations and definitions of words, terms, and phrases shall govern:

1.1 ALLEY shall mean a 12' pavement lane restricted for access, as shown on the plan of subdivision.

1.2 ALLEY SERVED LOT shall mean a lot where the garage may be accessed from an alley, as shown on the plan of subdivision.

1.3 ARCHITECTURAL REVIEW COMMITTEE also referred to as the ARC, shall mean the committee established pursuant to Article VIII of the Declaration.

1.4 ASSOCIATION shall mean the Savannahs Homeowners' Association, Inc. (if that name is available with the Louisiana Secretary of State's office, or such other name designated by the Declarant), a nonprofit Louisiana corporation, its successors, and assigns.

1.5 BOARD shall mean the Board of Directors of the Association.

1.6 BUILDER GUIDELINES shall mean the guidelines, and amendments thereto, established by the Architectural Review Committee.

1.7 CONSTRUCTION AND SALE PERIOD shall mean that period of time during which Declarant is developing the Property and selling Lots, Units and/or residential dwellings, which time period shall extend from the date hereof until such time as the Declarant transfers title to all of the Lots and/or Units subject to this Supplementary Declaration.

1.8 DEVELOPMENT PLAN shall mean and refer to the land being developed by the Declarant as Savannahs Subdivision, as such may be amended from time to time, subject to the regulations set forth by the City of Covington, Louisiana.

1.9 IMPROVEMENTS shall mean all structures and appurtenances thereto of every type and kind, including but not limited to: buildings, outbuildings, sheds, gazebos, garages, swimming pools,

Irrigation and drainage devices or systems, landscaping, plantings, windbreaks, trees, shrubs, fences, screening walls, retaining walls, sidewalks, driveways, animal enclosures, decks, poles, works within Common Areas, light standards, recreational facilities and streets and parking areas.

1.10 LOT shall mean any plot of land shown upon any recorded Subdivision Map of the Property, with the exception of Common Areas, and any unit that may be created under applicable state law, as such may be amended from time to time.

1.11 OWNER shall mean one or more persons or entities, who alone, collectively or cooperatively own a Lot and/or Unit, but excluding any person or entity who holds such interest merely as a security for the performance of an obligation, including a Mortgagee, unless and until such person has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.12 PROPERTY shall mean all of the real property subject to this Supplementary Declaration.

1.13 STREET shall mean an access way set aside for travel which affords the principal means of access to abutting property. A street may be either a public or a private street.

1.14 STREET SERVED LOT shall mean a lot where the garage is accessed from a street.

1.15 SUBDIVISION shall mean and refer to the Subdivision hereinabove described, known as Savannahs, Phase 4 which has been divided into Lots.

1.16 UNIT shall mean and refer to any structure or a portion of a structure situated upon the Property.

1.17 WATERS shall mean any lake or water body existing within the Subdivision or shown in any official plan of subdivision.

ARTICLE II

CONSTRUCTION STANDARDS AND REQUIREMENTS

2.1 Building Location. Building setbacks are those as designated on the official plat of Subdivision. Where no building setbacks are designated, they shall be as follows:

- A. The minimum front building setback, if the builder elects to access the lot from the alley, is ten (10') feet.
- B. The minimum front building setback, if the builder elects to access the lots from the street, is fifteen (15') feet.
- C. For interior lots, the minimum side yard setback for improvements, including attached garages, is five (5') feet. The minimum side yard setback for detached garages is three (3') feet.
- D. For corner lots, the minimum side yard setback on the street side is ten (10') feet.
- E. The minimum rear building setback is twenty (20') feet. If the builder elects to access the lot from the street; however, garages may be set to within ten (10') feet of the rear property line. The minimum rear building setback is 18' (feet), if the builder elects to access the lot from alley.
- F. Minimum driveway side yard setbacks is one (1') foot.

For the purposes of this Supplementary Declaration, eaves, steps and open porches shall not be considered as part of a building; provided, however, that the foregoing shall not be constructed to permit any portion of a building on a Lot to encroach on another Lot. For the purposes of this Supplementary Declaration, the front line of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street.

2.2 Construction.

A. The main building on any Lot in the Subdivision shall be constructed or assembled on the Lot and shall not be moved thereon from elsewhere.

B. No residence, building, fence, wall, or other structures shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind therein be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage specifications, and the grading plan of the Lot and plans for landscaping of the Lot on which the improvements are to be erected shall have been submitted to and approved in writing by a majority vote of the Architectural Review Committee and a copy thereof, as finally approved, lodged permanently with the Architectural Review Committee. If the Owner fails to submit plans and specifications to the Architectural Review Committee and receive the required approvals, then the Owner shall be assessed a special assessment for violating this provision, which assessment, if not paid by the

Owner, shall become a lien on the Lot in accordance with the terms and provisions of the Declaration. The Owner shall be responsible for paying the same and any costs and attorney's fees for collection thereof or associated therewith. In the alternative, the Architectural Review Committee or the Association may record a cease and desist order against the Lot or Unit and post public notice thereof on the Lot or Unit and each and every Owner hereby consents to said recordation and posting and encumbrance of said Lot or Unit. Any action, ruling or decision of the Architectural Review Committee may be appealed to the Board according to procedures duly adopted by the Board.

C. All residential construction plans must be approved by the Architectural Review Committee before construction commences.

2.3 Residence Buildings.

A. No Lot and/or Unit in the Subdivision shall be used for any purpose other than single family residential. No building shall be erected, constructed, reconstructed, altered, placed or permitted to remain on any Lot other than one single family dwelling, excepting as hereinafter provided, not exceeding two (2) levels in cross section and not exceeding two (2) stories in height, (including decks and outdoor living areas) a private garage for not more than three (3) cars, and other accessories incidental to residential use of said Lots, such as swimming pools, bathhouses and/or gazebos.

B. The front of the home must include brick, stucco, cement fiber board, vinyl siding or other similar material, unless otherwise approved by the Architectural Review Committee. All painted exteriors must have at least two (2) coats of paint.

D. Square Footage.

1. The living area (heated and cooled space) of any residential dwelling, exclusive of eaves, steps, open porches and garages, shall be a minimum of 1350 square feet to a maximum of 4000 square feet for alley-served lots, and a minimum of 1350 square feet to a maximum of 4000 square feet for street-served lots.

2. Square footage will be measured to the outside of exterior walls (i.e. outside of brick, siding, stone, or stucco).

E. Roofs.

1. The roof shape should be minimum roof pitch of 6/12, unless otherwise approved by the Architectural Review Committee. Composition shingles must be architectural grade.

- F. On fireplace chimneys enclosed chimney chases are encouraged.

- G. No Owner or other occupant shall use or occupy his Lot and/or Unit, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Owner or his tenant and their families. No Lot and/or Unit shall be used or occupied for any business, commercial, trade or professional purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not. Home offices are allowed and the owner or his tenant must comply with all City of Covington, Parish of St. Tammany and State of Louisiana requirements, rules and regulations.

- H. It is expressly stipulated that the use of the Lot or Unit for a public boarding house, group home, duplex apartment, garage apartment or other apartment use for rent, lodging house, sanatorium, hospital, asylum or institution of any kindred nature, or anything which is or may become a nuisance to the neighborhood is hereby expressly excluded from the definition of "residential" as used herein, but "residential purposes" shall be deemed to include and include an appurtenant private garage building, home office or other appurtenant out-building or structures approved by the Architectural Review Committee.

- I. At no point along the perimeter of the house/garage slab shall the top of the finished floor elevation to be less than twelve (12") inches above the natural grade (prior to filling or developing the lot). The minimum finished floor elevation of all residences shall be one (1') foot above the base flood elevation as established by the Federal Emergency Management Agency ("FEMA") in accordance with the rate map which is referenced on the final plat and/or any revised map. All lots are subject to the requirements of the City of Covington fill ordinance.

- J. Electric Meters. Electric house meters shall be located on the sides of houses and/or garages where practicable.

- 2.4 Temporary and Other Structures. No building or structure of a temporary character, such as an out-building, shed, shack, barn, tent, awning, carport, trailer, mobile, modular or prefabricated home, or any other structure or building, other than the residence to be built thereon and an enclosed structure to house a trailer, boat, camper, motor home, or recreational vehicle shall be placed or maintained on any Lot in the Subdivision either temporarily or permanently, nor shall any structure of a temporary character be used as a residence, either temporarily or permanently. No dwelling on any Lot in the Subdivision shall be occupied while in the course of

construction nor until made to comply with all conditions set forth herein and all applicable statutes, laws, codes, regulations and ordinances. Any trailer, boat, camper, motor home, or recreational vehicle must be stored in an enclosed permanent structure so as not to be visible from the street. Said enclosed structure and any screening used to restrict the visibility of the enclosed structure and any of the above named items, must be constructed in accordance with the Builder Guidelines.

Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for Declarant to maintain, from time to time during the Construction and Sale Period, upon such portion of the Property as Declarant deems necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the development and/or construction of any improvements and/or sale of the Lots. This shall include, but shall not be limited to, storage areas, construction yards and model homes, and the activities associated therewith.

Builders may construct a model home on any Lot and/or Unit by complying with this Supplementary Declaration of Covenants and Restrictions and obtaining the approval of the Architectural Review Committee prior to construction. Further, the construction and the activities of the owner of the Lot and/or Unit, the builders, their agents, employees, contractors, subcontractors, successors, and/or assigns, shall be in compliance with the terms and conditions imposed from time to time by the Architectural Review Committee.

- 2.5 Garages. All Lots and/or Units shall have at a minimum a garage that is accessible and sized to accommodate two cars. Private garages shall load from side, rear, or front of the Dwelling.
- A. Driveway access into street-served garages must permit movement of one car in and out of the garage while another car is parked outside of the garage (20'L x 16'W pad).
 - B. All garages must have a common garage door. This garage door shall be standard size unless otherwise approved by the ARC.

C. Garages may be attached or detached from the Dwelling and must be fully enclosed.

D. Carports are not allowed on Lots and/or Units in the subdivision.

2.6 Parking. No vehicle of any kind shall be parked on any portion of any Lot except the paved drive. Each individual Lot Owner shall provide for permanent parking of automobiles, boats, and trailers. No vehicle(s) owned or used by the Lot Owner or occupant shall be parked in the street. Each Lot shall have paved parking for a minimum of two (2) additional vehicles outside the garage. No driveway that is visible from the street shall be used for storage of boats, trailers, campers, unused or inoperable automobiles or any other items. The utilization of any portion of any Lot and/or Unit for performing repair work on any vehicle is expressly prohibited. No trucks, trailers, automobiles or other commercial vehicles bearing advertisements shall be parked on the street except when making a delivery.

2.7 Signage. No signs or advertising device of any nature or kind shall be placed or kept on any Lot and/or Unit, unless otherwise approved by the Architectural Review Committee. One (1) sign of not more than nine (9) square feet advertising the Builder and/or the Property for sale or rent, may be used.

2.8 Receiving Devices, Sound or Mechanical Devices. No radio or television antennae, or other receiving device, outside lines, above ground improvements or hanging devices, shall be placed, constructed, maintained or installed on any Lot and/or Unit or upon the improvements of any Lot and/or Unit without the prior written consent of the Architectural Review Committee. However, a satellite dish of not more than twenty-four (24") inches may be placed on the service side of the home constructed on a Lot and/or Unit. Such placement and location must be approved by the Architectural Review Committee prior to such placement or installation. Outside music or sound producing devices, and any other mechanical devices shall be subject to the approval of the Architectural Review Committee, and any guidelines in this regard shall be final.

2.9 Aircraft. There shall be no landing nor taking off of any form of aircraft, including

Helicopters of any form, in the subdivision.

2.10 Nuisance. No noxious, illegal or offensive trade or activity shall be carried on or upon any Lot and/or Unit in the Subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or the public.

2.11 Animals. No animals, livestock, insects, reptiles, rabbits or poultry of any kind shall be raised, bred or kept on any Lot and/or Unit, except that dogs, cats or other common household pets (not to exceed (3) animals per Lot) may be kept, but they shall not be bred or kept for commercial purposes. No pet shall be allowed to leave its excrement on any other Lot, street, or common area. All dogs, cats, and household pets shall not roam free unless they are within a fenced enclosure on the Lot and/or Unit.

2.12 Oil and Mining Operations. No derrick or other structure designed for use in boring, mining or quarrying for water, oil, or natural gas, or precious metals or minerals shall ever be erected, maintained, or permitted upon any Lot in the Subdivision. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

2.13 Removal of Dirt. Excepting for the purposes of actual construction upon any Lot, no sand, gravel or soil shall be dug or removed from any Lot in the Subdivision; provided, however, that the Declarant, its successors, assigns or legal representatives, in carrying out the improvement and development of the Property; shall have the right to remove or add to any soil on any Lot in the Subdivision, and shall have the right of ingress and egress upon all Lots for the purpose of grading and excavating thereon, or constructing and completing the street improvements, installing the public utilities, and do any and all other things necessary to complete the Development Plan. Unless suitable retaining walls are constructed to support the earth, the natural angle of response of the ground shall not be altered by excavation within five

(5') feet of any boundary line of any Lot in the Subdivision by other than a slope of one and one-half feet horizontal to one foot vertical; provided, however, that nothing in this Paragraph shall be construed to prevent any such alteration in any manner, with or without retaining walls, by the Declarant, its successors, assigns or legal representatives, in carrying out the development and improvement of the Property.

2.14 Lot Maintenance. Each individual Lot Owner shall be responsible for the maintenance of all landscaping on his Lot and for maintaining his Lot, residence and driveway in a clean and orderly fashion at all times, and the Owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Lot Owners shall keep their Lot(s) mowed at all times and free from rubbish, trash, debris and noxious weeds. In the event that the Owners fail to perform this obligation, then the Declarant, or the Board shall have the authority to have the Lots and/or Units properly cut or cleaned and shall be paid a reasonable charge for such services by the Owner of the Lot and/or Unit immediately upon the request therefor. If the Owner fails to pay said charge, then said charge shall become a lien and a special assessment and the Owner shall be responsible for paying the same and any costs and attorneys fees for collection thereof or associated therewith.

2.15 Access. No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot unless the express written consent of the Architectural Review Committee first shall have been obtained.

2.16 Driveways and Sidewalks. Each Lot and/or Unit must be accessible to an adjoining street by a driveway suitable for such purposes before the residential structure located on any such Lot may be occupied or used.

2.17 Utilities. Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot line. It is the responsibility of each Contractor, Builder or Lot Owner, to install the sewer clean-out at the tie in for each Lot, in order

to obtain a Certificate of Occupancy.

2.18

Mail Receptacles. All mail receptacles will be cluster type mail receptacles. These mail receptacles will be constructed, placed and maintained on the designated areas of the street, alley or public right of way, or common areas within the subdivision. These cluster mail receptacles will be installed by the Declarant or the Developer or their successors, designees, or assigns; or the Association, or its successors, designees, or assigns. A charge, fee or amount will be collected from each Lot Owner to pay for the cost of the initial construction and installation of such mail receptacles. The Association, or its successors, designees or assigns, will maintain or repair or replace these mail receptacles and is authorized to assess the Owners for any and all costs associated therewith in accordance with these restrictions and with the provisions of the Declaration. In the event the Declarant, the Developer, or their successors, designees, or assigns; or the Association, or its successors, designees or assigns determines that mail receptacles will be installed, placed or maintained on the individual Lot and/or Unit, then such mail receptacles and the installation, placement and maintenance shall be in accordance with guidelines provided by the Architectural Review Committee from time to time. Specifications, colors, prices, place of purchase and installation area will be provided by the Architectural Review Committee before installation.

2.19

Landscape Requirements and Restrictions. All LANDSCAPING AND INSTALLATION AND IMPROVEMENTS OR REMOVAL OF ANY EXISTING MATERIALS, TREES OR VEGETATION ON A LOT MUST COMPLY WITH THE CITY OF COVINGTON, LOUISIANA REGULATIONS OR ORDINANCES AND ANY AMENDMENTS OR SUPPLEMENTS THERETO.

A. Landscaping shall be installed within thirty (30) days of substantial completion of the residence on the Lot. The following are the minimum landscape requirements.

1. All yards shall be one hundred percent (100%) solid sodded with centipede or equal grass to the edge of the paved portion of the right of way, including the swales and ditches.

2. Rear and side yards must be one hundred percent (100%) solid sodded. All alley and/or street edges are to be solid sodded from the alley and/or property line.

2.20

Drainage.

A. No Owner shall in any way interfere with or alter the established drainage pattern of water over his Lot or interfere with drainage over and through any drainage servitude on his Lot. For purposes of these restrictions, the "established drainage pattern" is defined as the drainage pattern which is designed to occur at the time that the overall filling and grading of the Subdivision and the Lots in the Subdivision have been completed in accordance with the requirements of these restrictions; and in accordance with the Savannahs Phase 1 Drainage Plan by Kelly McHugh and Associates, and the Site Grading Plan prepared by Kelly McHugh and Associates, which plans have been submitted by Developer to the City of Covington Planning Commission. Copies of said plans are also filed in the Official Records of the City of Covington, Louisiana with the Architectural Review Committee.

B. In order to achieve the established drainage pattern each Owner shall be responsible to grade, elevate and fill his Lot in accordance with and as required by these restrictions and the Site Grading Plan. Each Owner shall also be responsible to maintain the elevation of his Lot so that water shall drain over and through his Lot in accordance with the established drainage pattern for his Lot as provided herein and as shown on and Site Grading Plan.

C. The maximum slope of any and all Lots within the Subdivision shall be 4:1.

2.21

Swimming Pools, Hot Tubs, Patios, Decks.

A. Swimming pools, hot tubs, patios and decks shall be located on the rear portion of the Lot and/or Unit. Notwithstanding the provision of Article II, Section 2.1, swimming pools, patios and decks shall not encroach onto building setbacks or easements.

B. Swimming pools, hot tubs, patios and decks shall be constructed in the ground and shall be at normal ground level. No above-ground pools shall be allowed.

C. A fence of a design approved by the Architectural Review Committee, and in compliance with the City of Covington, Louisiana and St. Tammany Parish, Louisiana regulations, shall completely enclose any swimming pool.

D. Swimming pools, hot tubs, patios, decks, and associated equipment, are to be kept out of the side yard and rear yard setback areas.

2.22 Clotheslines. Outside clotheslines or other outside facilities for airing or drying clothes are specifically prohibited and shall not be erected, placed or maintained on the Lot and/or Unit. No clothing, rugs, or other items shall be hung on any railing, fence, hedge, or wall.

2.23 Multiple Lots.

A. Nothing in these restrictions shall prohibit an Owner of any two (2) adjoining Lots having frontage on the same street from erecting a residence on the two (2) Lots, which shall be considered, for the purpose of these restrictions, most particularly for assessments, as two (2) Lots, even if said Lots are resubdivided into one (1) larger Lot.

B. No Lot or Lots shall be sold except with the description as shown on the original plan of subdivision referred to above, or any revisions or amendments thereto; provided, however, that any Lot or Lots may be subdivided or re-platted with the prior written consent of the Declarant or the Architectural Review Committee.

ARTICLE III LAKE RESTRICTIONS

3.1 Use of Boats. Boats shall not be permitted to use the waters within the Subdivision. Neither the Declarant nor the Association shall be liable or responsible for any death, accident or injury as a result of violation of this restriction.

3.2 Fishing and Swimming.

A. Only catch and release fishing shall be permitted on the Waters in the Subdivision.

B. Swimming and scuba-diving shall not be permitted in any Water in the Subdivision.

No boating, wading or other water activities are permitted in any Waters in the Subdivision. Neither Declarant nor the Association shall be liable or responsible for any death, accident or injury as a result of violation of this restriction.

3.3

Other Prohibited Waterway Uses.

- A. No dredging of the Waters shall be conducted, allowed or permitted by the Owner, the Owner's guests or invitees.
- B. No setting of traps or other obstructions in the Waters shall be conducted, allowed or permitted by the Owner, Owner's Guests or invitees.
- C. Garbage and refuse disposal shall be prohibited in the Waters.

ARTICLE IV

ADDITION OF EXISTING PROPERTY TO THIS SUPPLEMENTARY
DECLARATION

Additional properties may be subjected to this Supplementary Declaration in the following manner:

4.1

The Declarant shall have the right to subject real property wholly owned by Declarant and presently subject to this Supplementary Declaration to a Supplementary Declaration which otherwise imposes covenants, conditions, and restrictions on said property.

ARTICLE V

AMENDMENT OR TERMINATION OF DECLARATION

- A. Notwithstanding the above, the Declarant in its sole discretion, without the consent of the owners of the Board of Directors, may amend this Supplementary Declaration in any manner or for any other purpose, by recording the amendment in the conveyance records of St. Tammany Parish, Louisiana;
- B. Unless and to the extent amended or terminated as herein provided, all of the provisions of this Supplementary Declaration shall be automatically renewed and shall remain in full force and effect with the beginning of each successive ten (10) year term after the

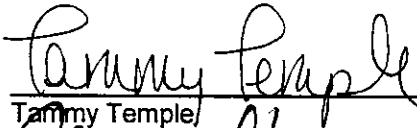
Anniversary Date of this Supplementary Declaration.;

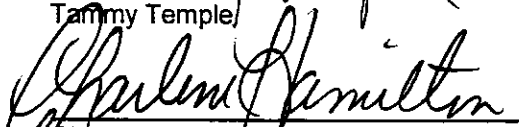
C. Upon and after the effective date of any amendment, it shall be effective and binding upon all persons, firms, and corporations then owning an interest in any Lot in or of the Properties to the same extent and effect as if set forth in this Supplementary Declaration, and shall run with and be appurtenant to the land and bind all persons holding by, through or under any one or more of them.

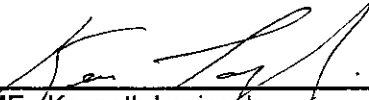
THUS DONE AND PASSED at my office in Denham Springs, Louisiana, on the day, month and year first above written and in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the Declarant and me, Notary Public, after reading of the whole.


WITNESSES:

SAVANNAHS COMMUNITY, L.L.C.


Tammy Temple


Charlene Hamilton

BY: 
NAME: Kenneth Lopiccolo
TITLE: Manager



NOTARY PUBLIC
DONALD L. MIERS, JR. (#26687)
MY COMMISSION IS FOR LIFE

Orig. _____ Bdle. _____

CASH SALE

STATE OF LOUISIANA

PARISH OF LIVINGSTON

St. Tammany Parish 1
Instrmnt #: 1864225
Registry #: 2158622 skb
07/12/2012 8:30:00 AM
MB CB X MI UCC

On this 10th day of July, 2012, before me, a Notary Public for the Parish of Livingston, and in the presence of the subscribing witnesses, personally appeared:

SAVANNAHS COMMUNITY, L.L.C., a Louisiana Limited Liability Company, domiciled in the Parish of St. Tammany, State of Louisiana, herein represented by its duly authorized Manager, Kenneth Lopiccolo, pursuant to Certificate of Authority on file and of record in the office of the Clerk and Recorder for the Parish of St. Tammany, Louisiana, and whose present mailing address is declared to be 21056 Smith Road, Covington, Louisiana 70435,

herein called SELLER, and who declared that for and in consideration of the price and sum of ONE HUNDRED TWENTY THOUSAND AND NO/100 (\$120,000.00) DOLLARS, cash in hand paid, receipt and sufficiency of which is hereby acknowledged, SELLER hereby sells, and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:

DSL D, L.L.C. (TIN #: XX-XXX-4404), a Louisiana Limited Liability Company, domiciled and having its principal place of business in the Parish of Livingston, represented herein by Jeffery Purpera, Jr., its duly authorized Agent, acting pursuant to resolution, a copy of which is attached hereto and made a part hereof, and whose mailing address is 1220 South Range Avenue, Denham Springs, LA 70726

herein called BUYER, the following described property, the possession and delivery of which BUYER acknowledges:

Four (4) certain lots or parcels of ground, together with all of the buildings, improvements and component parts thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the City of Covington, Parish of St. Tammany, State of Louisiana, in that subdivision known as **SAVANNAHS, PHASE 5-A S.**, being shown on the plat made by Kelly J. McHugh & Associates, Inc., Civil Engineers and Land Surveyors, entitled, "Savannahs, Phase 5-A City of Covington, Section 45, T-6-S, R-11-E, Greensburg Land District St. Tammany Parish, Louisiana" ("Final Plat"), which Final Plat serves as an amendment and supersedes the previous recorded map filed as Map File No. 5058, dated May 4, 2012 and recorded on June 29, 2012 at Map File No. 5072 of the official records of St. Tammany Parish, Louisiana, being designated as **LOT NUMBERS ONE HUNDRED SEVENTY-NINE (179), ONE HUNDRED EIGHTY (180), ONE HUNDRED EIGHTY-ONE (181), AND ONE HUNDRED EIGHTY-TWO (182)**, said lots having such measurements and dimensions and being subject to those servitudes and building set back lines as shown on the Final Plat.

Taxes for the current year have been prorated between the parties as of the date of this transaction. All parties are hereby put on notice that all future property tax notices should be forwarded to DSL D, L.L.C. at 1220 South Range Avenue, Denham Springs, Louisiana 70726.

All parties signing the within instrument have declared themselves to be of full legal capacity.

All agreements and stipulations herein and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties and the BUYER, its heirs, and assigns shall have and hold the described property in full ownership forever.

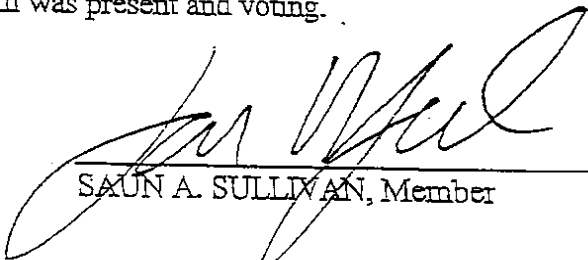
CERTIFICATE OF AUTHORITY

BE IT RESOLVED that Jeffrey A. Purpera, Jr., Agent of DSLD, L.L.C., be and is hereby authorized and empowered for and on behalf of the company to sign checks, open bank accounts for the account of the company, borrow money for the company in such amounts and payable in such a manner and bearing such interest rates as he may determine proper. In connection with the authority herein granted, he is authorized and empowered to mortgage any of the property owned by the company in the States of Louisiana and Mississippi, to secure any loan, such acts of mortgage to contain all of the usual and customary clauses contained in mortgage instruments in Louisiana and Mississippi, including the confession of judgment, waiver of appraisalment, and the pact de non alienando.

BE IT FURTHER RESOLVED that the above named agent be and is hereby authorized and empowered for and on behalf of the company to buy, sell, lease or otherwise alienate any and all types of property, real, personal, or mixed, purchased by, sold to, or owned by the company in the States of Louisiana and Mississippi, and to execute any and all contracts upon such terms and conditions as he may determine fit and proper, the company hereby ratifying all prior sales, purchases, and contracts made on behalf of the company by him.

BE IT FURTHER RESOLVED that the above named agent be and is hereby authorized and empowered on behalf of the company to sign any purchase agreements, leases, acts of sale, acts of mortgage, deeds of trust, warranty deeds, acts of sale with mortgage, acts of assumption of mortgage, contracts, promissory notes, and any other documents necessary to carry out the authority granted in this resolution.

We hereby certify that the above and foregoing is a true and correct copy of a Certificate of Authority adopted by the Members of the above named company, held on the 21st day of March, 2011, at which meeting a quorum was present and voting.



SHAUN A. SULLIVAN, Member

NO WORK AFFIDAVIT

STATE OF LOUISIANA

PARISH OF LIVINGSTON

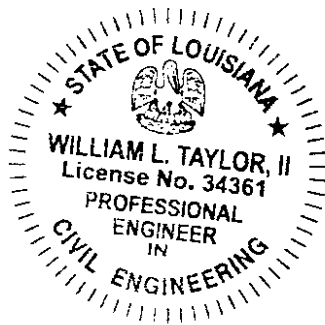
St. Tammany Parish 1
Instrmnt #: 1864228
Registry #: 2158629 skb
07/12/2012 8:30:00 AM
MB X CB MI UCC

BEFORE ME, the undersigned Notary Public personally came and appeared

William L. Taylor, II, who being first duly sworn by me, did depose and say that:

He is a Professional Engineer licensed to practice in the State of Louisiana.

At the request of the owner DSLD, L.L.C., he inspected a job site being, LOTS 179, 180, 181 & 182, SAVANNAHS, PHASE 4, ST. TAMMANY PARISH, LOUISIANA, on the 10TH day of JULY 2012 at 9:20 A.M. At that date and time no work had begun and no materials had been placed at the job site to be used in the work at the job site.



William L. Taylor, II 07-10-2012
William L. Taylor, II P. E.
Professional Engineer
Reg. No. 34361

SWORN TO AND SUBSCRIBED before me, this 10th day of July,

2012 at Denham Springs, Louisiana.

MCLIN 2121350

[Signature]
NOTARY PUBLIC
DONALD L. MIERS, JR.
LA BAR ROLL NO. 26687

COLLATERAL MORTGAGE

BY DSLD, L.L.C.

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF LIVINGSTON

BE IT KNOWN, that on this 10th day of July, 2012, before me, the undersigned Notary Public duly commissioned and qualified, personally came and appeared:

DSLD, L.L.C. (TIN #: XX-XXX-4404), a Louisiana Limited Liability Company, domiciled and having its principal place of business in the Parish of Livingston, represented herein by Jeffery Purpera, Jr., its duly authorized Agent, acting pursuant to resolution, a copy of which is attached hereto and made a part hereof, and whose mailing address is 1220 South Range Avenue, Denham Springs, LA 70726

(the "Borrower"), who declared that desiring to secure funds from any person, firm or corporation willing to lend same, the Borrower does by these presents declare and acknowledge an indebtedness in the full sum of \$20,777,777.77 in representation of which the Borrower has made and subscribed a certain promissory note (a "Collateral Note") of even date herewith in the principal sum of \$20,777,777.77 payable on demand to bearer with interest thereon at the rate of 18% per annum from date until paid, which Collateral Note has been paraphed "Ne Varietur" by me, Notary, for identification herewith, and was delivered to the Borrower who acknowledges receipt thereof.

Section 1. Purposes. The Borrower declared that the Collateral Note will be negotiated and pledged solely for the purpose of raising funds and, accordingly, the Borrower does by these presents acknowledge to be indebted unto any future holder of said Collateral Note (which said future holder of the Collateral Note is referred to as "Lender" and is represented herein by the undersigned intervenor who accepts this Mortgage on its behalf) in the full principal sum thereof, together with interest, attorney's fees and any and all amounts, liabilities and obligations owing from time to time by the Borrower to the Lender and secured by the pledge of the Collateral Note (the "Indebtedness"), all according to the terms and tenor hereof. Possession of the Collateral Note at any time by the Borrower shall not in any manner extinguish said Collateral Note or this Mortgage, but the Borrower shall have the right to pledge and repledge the Collateral Note executed by same from time to time and as often as convenience may require without in any manner extinguishing or affecting the obligation of said Collateral Note or the security of this Mortgage. The Borrower and the Lender agree and stipulate that inasmuch as the Collateral Note has been executed by the Borrower for use in securing the Indebtedness by pledge or otherwise, no recovery can be made on said Collateral Note, whether in a foreclosure proceeding by executory process or otherwise, in excess of the total amount of the Indebtedness.

Section 2. Hypothecation. In order to secure the Indebtedness:

DSLD, L.L.C. does by these presents specially mortgage, affect, hypothecate and grant in favor of the Lender, a continuing security interest in, to inure to the use and benefit of the Lender, the property described in Exhibit "A" annexed hereto.

All of the foregoing immovable and movable property and incorporeal rights covered by and subject to this Mortgage are herein collectively referred to as the "Mortgaged Property" or the "Borrower's Mortgaged Property."

The Borrower's Mortgaged Property is to remain so specially mortgaged, affected and hypothecated unto and in favor of Lender until the full and final payment or discharge of all the Indebtedness, and the Borrower is herein and hereby bound and obligated not to sell or alienate its Mortgaged Property to the prejudice of this act.

Section 3. Performance of Obligations. The Borrower will repay the Indebtedness according to the reading, tenor and effect of the Collateral Note and this Mortgage. The Borrower will do and perform every act required of it by this Mortgage and the Collateral Note at the time or times and in the manner specified.

St. Tammany Parish 1
Instrmnt #: 1864232
Registry #: 2158633 skb
07/12/2012 8:30:00 AM
MB X CB MI UCC

Section 4. Title to Collateral. The Borrower represents and warrants that it has good and merchantable title to its Mortgaged Property, free of all liens and encumbrances except those created in favor of the Lender and those permitted by this Mortgage. Furthermore, Borrower has not heretofore conveyed or agreed to convey or encumber the Mortgaged Property in any way, except in favor of the Lender.

Section 5. Financial Statements and Reports. The Borrower will furnish to the Lender promptly upon the request of the Lender, all regular financial statements, reports, budgets and such other information regarding the business and affairs and financial condition of such Borrower as the Lender may reasonably request. All financial statements shall be in such detail as the Lender may reasonably request and shall conform to generally accepted accounting principles applied on a consistent basis, except only for such changes in accounting principles or practice with which the independent certified public accountants concur.

Section 6. Taxes and Other Liens. The Borrower will pay and discharge promptly when due all taxes, assessments and governmental charges or levies imposed upon it or upon its income or upon the Mortgaged Property as well as all claims of any kind (including claims for labor, materials, supplies and rent) which, if unpaid, might become a lien upon any or all of the Mortgaged Property; provided, however, the Borrower shall not be required to pay any such tax, assessment, charge, levy or claim if the amount, applicability or validity thereof shall currently be contested in good faith by appropriate proceedings diligently conducted and if the contesting party shall have set up reserves therefor adequate under generally accepted accounting principles (provided that such reserves may be set up under generally accepted accounting principles).

Section 7. Insurance. The Borrower will procure and maintain for the benefit of the Lender original paid-up insurance policies with amounts, form and substance, companies and expiration dates acceptable to the Lender and containing a non-contributory standard mortgagee clause or its equivalent in favor of the Lender. The policy shall contain an agreement by the insurer not to cancel or amend the policy without giving the Lender at least 30 days prior written notice of its intention to do so. The Borrower will deliver original or certified policies to the Lender on the date of this Mortgage, and the Borrower shall deliver original or certified renewal policies with satisfactory evidence of payment not less than 15 days in advance of the expiration date of the existing policy or policies. In the event the Borrower should, for any reason whatsoever, fail to keep the Mortgaged Property or any part thereof so insured, or to keep said policies so payable, or fail to deliver to the Lender the original or certified policies of insurance and the renewals therefor upon demand, then the Lender, if it so elects, may itself have such insurance effected in such amounts and with such companies as it may deem proper and may pay the premiums therefor. The Borrower will notify the Lender immediately in writing of any material fire or other casualty to or accident involving the Mortgaged Property, whether or not such fire, casualty or accident is covered by insurance. The Borrower will promptly further notify the Borrower's insurance company and to submit an appropriate claim and proof of claim to the insurance company if the Mortgaged Property is damaged or destroyed by fire or other casualty. If the Mortgaged Property is damaged or destroyed, in whole or in part, by fire or other casualty, the Lender may, at its election, either apply the net proceeds thereof toward the payment of the Indebtedness or pay the net proceeds thereof to the Borrower, either wholly or in part, and under such conditions as the Lender may determine to enable the Borrower to repair or restore the Mortgaged Property.

Section 8. Insurance and Tax Escrow. Upon demand of the Lender, the Borrower will pay to the Lender a pro rata portion of the property taxes, assessments, governmental charges, levies and insurance premiums relating to the Mortgaged Property next to become due, as estimated by the Lender, so that the Lender will have sufficient funds on hand to pay such taxes, assessments, governmental charges, levies and insurance premiums not less than 30 days prior to the due date thereof. All such amounts shall be held by the Lender (not in trust) without interest and as further security for the Indebtedness. The Lender may apply all or a portion of such amounts to the payment of the taxes, assessments, governmental charges, levies and insurance premiums, as the case may be.

Section 9. Condemnation. The Borrower hereby assigns to the Lender any and all awards that may be given or made in any proceedings by any legally constituted authority to condemn or expropriate the Mortgaged Property, or any part thereof, under power of eminent

domain, and if there is such a condemnation or expropriation, the Lender may, at its election, either pay the net proceeds thereof toward the payment of the Indebtedness or pay the net proceeds thereof to the Borrower.

Section 10. Right of Inspection. The Borrower will permit any officer, employee or agent of the Lender to visit and inspect the Mortgaged Property, examine the books of record and accounts of such Borrower, take copies and extracts therefrom, and discuss the affairs, finances and accounts of such Borrower with such Borrower's officers, accountants and auditors, all at such reasonable times and on reasonable notice and as often as the Lender may reasonably desire.

Section 11. Compliance with Laws and Covenants. The Borrower will observe and comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, certificates, franchises, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers domestic or foreign, applicable to such Borrower or to the Mortgaged Property.

Section 12. Maintenance of the Mortgaged Property. The Borrower will maintain, preserve and keep the Mortgaged Property at all times in thorough repair, good working order and good condition and will, from time to time, make all necessary repairs and improvements so that the security of this Mortgage shall at no time become impaired.

Section 13. Environmental Indemnity. The Borrower will defend, indemnify and hold Lender and its directors, officers, agents and employees harmless from and against all claims, demands, causes of action, liabilities, losses, costs and expenses (including, without limitation, costs of suit, reasonable attorneys' fees and fees of expert witnesses) arising from or in connection with (I) the presence in, on or under or the removal from the Mortgaged Property of any hazardous substances or solid wastes (as hereafter defined), or any releases or discharges of any hazardous substances or solid wastes on, under or from such property, (ii) any activity carried on or undertaken on or off the Mortgaged Property, whether prior to or during the term of this Mortgage, and whether by the Borrower or any predecessor in title or any officers, employees, agents, contractors or subcontractors of the Borrower or any predecessor in title, or any third persons at any time occupying or present on the Mortgaged Property, in connection with the handling, use, generation, manufacture, treatment, removal, storage, decontamination, clean-up, transport or disposal of any hazardous substances or solid wastes at any time located or present on or under the Mortgaged Property, or (iii) any breach of any representation, warranty or covenant under the terms of this Mortgage. The foregoing indemnity shall further apply to any residual contamination on or under the Mortgaged Property, or affecting any natural resources, and to any contamination of the Mortgaged Property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any such hazardous substances or solid wastes, and irrespective of whether any of such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances. The terms "hazardous substance" and "release" as used in this Mortgage shall have the meanings specified in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Preauthorization Act of 1986 (as amended, "CERCA"), and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended, "RARA"); provided, in the event that the laws of the State of Louisiana establish a meaning for "Hazardous Substance," "Release" "Solid Waste" or "Disposal" which is broader than that specified in either CERCA or RARA, such broader meaning shall apply. Without prejudice to the survival of any other agreements of the Borrower hereunder, the provisions of this Section shall survive the final payment of all Indebtedness and the termination of this Mortgage and the Collateral Note and shall continue thereafter in full force and effect.

Section 14. Further Assurances. The Borrower will keep the lien of this Mortgage valid and unimpaired. The Borrower will promptly (and in no event later than 30 days after written notice from the Lender is received) cure any defects in the creation, execution and delivery of this Mortgage and the Collateral Note. The Borrower at its expense will promptly execute and deliver to the Lender upon request all such other and further documents, agreements and

instruments in compliance with or accomplishment of the covenants and agreements of said Borrower in this Mortgage and the Collateral Note or to further evidence and more fully describe the Mortgaged Property or more fully state the security obligations set out herein, or to perfect, protect or preserve any Liens created pursuant to this Mortgage, or to make any recordings, to file any notices, or obtain any consents as may be necessary or appropriate in connection with the transactions contemplated by this Mortgage.

Section 15. Liens. Borrower will not create, incur, assume or permit to exist any lien on the Mortgaged Property, except for (a) liens for taxes, assessments, or other governmental charges not yet due or which are being contested in good faith by appropriate action promptly initiated and diligently conducted, if such reserve as shall be required by generally accepted accounting principles shall have been made therefor; (b) liens of landlords, vendors, carriers, warehousemen, mechanics, laborers and material men arising by law in the ordinary course of business for sums either not yet due or being contested in good faith by appropriate action promptly initiated and diligently conducted, if such reserve as shall be required by generally accepted accounting principles shall have been made therefor; (c) The liens in favor of the Lender to secure the Indebtedness of the Borrower to the Lender under this Mortgage; and (d) other liens in favor of the Lender.

Section 16. Sale or Encumbrance. The Borrower shall not sell, convey or otherwise transfer or dispose of all or any portion of the Mortgaged Property, grant any mortgage covering all or any portion of the Mortgaged Property (other than this Mortgage), or permit or suffer to exist any judgment, lien or other encumbrance against all or any portion of the Mortgaged Property.

Section 17. Release of Property. The Lender may at any time and without notice to the Borrower, release any part of the Mortgaged Property from the effect of this Mortgage, or grant an extension or deferment of time for the discharge of any obligation hereunder, without affecting the liability of the Borrower hereunder.

Section 18. Advances by Lender. The Borrower authorize the Lender to advance any sums necessary, limited only as hereinafter set forth, for the purpose of paying (i) insurance premiums, (ii) taxes, forced contributions, service charges, local assessments and governmental charges, (iii) any liens or encumbrances affecting the Mortgaged Property (whether superior or subordinate to the lien of this Mortgage) not permitted by this Mortgage, (iv) necessary repairs and maintenance expenses or (v) any other amounts which the Lender deems necessary and appropriate to preserve the validity and ranking of this Mortgage, to cure any Defaults or to prevent the occurrence of any Default (collectively, the "Advances") of whatever kind; provided, however, that nothing herein contained shall be construed as making such Advances obligatory upon Lender, or as making Lender liable for any loss, damage, or injury resulting from the nonpayment thereof. The Borrower covenant and agrees that within five (5) days after demand therefor by the Lender, the Borrower will repay the Advances to the Lender, together with interest thereon at the rate of 15% per annum, and in addition to repay any other reasonable costs, attorneys' fees and expenses, charges and expenses of any and every kind for the full protection and preservation of the Mortgaged Property or this Mortgage, including payments required in respect to any lien, privilege or mortgage affecting the Mortgaged Property, together with interest thereon at the rate of 15% per annum, up to an additional maximum amount equal to 50% of the original principal amount of the Collateral Note, which amount shall be exclusive of and in addition to the principal and interest due on the Collateral Note, and which amount shall be included in the Indebtedness secured hereby.

Section 19. Taxation of Mortgage. In the event that any governmental authority shall impose any taxation of mortgages or the indebtedness they secure, the Borrower agrees to pay such governmental taxes, assessments or charges either to the governmental authority or to the Lender, as provided by law.

Section 20. Events of Default. Any of the following events shall be considered an "Event of Default" as that term is used herein:

(a) Principal and Interest Payments. The Borrower fails to make payment when due of any principal or interest installment on the Collateral Note or any other Indebtedness to the Lender.

(b) Representations and Warranties. Any representation or warranty made by the Borrower proves to have been incorrect in any material respect as of the date thereof; or any representation, statement (including financial statements), certificate or data furnished or made by the Borrower (or any officer, accountant or attorney of such Borrower) under this Mortgage, proves to have been untrue in any material adverse respect, as of the date as of which the facts therein set forth were stated or certified.

(c) Insurance. The Borrower fails to maintain at any time the insurance required by this Mortgage.

(d) Alienation or Encumbrance of Mortgaged Property. The Borrower sells, conveys or otherwise transfers or disposes of all or any portion of the Mortgaged Property or grants any mortgage affecting all or any portion of the Mortgaged Property, or permits any judgment, lien or other encumbrance against all or any portion of the Mortgaged Property.

(e) Covenants. The Borrower defaults in the observance or performance of any of the covenants or agreements contained in this Mortgage or the Collateral Note, to be kept or performed by such Borrower (other than a default under Subsections (a) through (d) hereof), and such default continues unremedied for a period of 30 days after the earlier of (i) notice thereof being given by the Lender to such Borrower, or (ii) such default otherwise becoming known to the president or chief financial officer of such Borrower.

(f) Involuntary Bankruptcy or Receivership Proceedings. A receiver, conservator, liquidator or trustee of the Borrower, or of any of its property (including its Mortgaged Property) is appointed by order or decree of any court or agency or supervisory authority having jurisdiction; or an order for relief is entered against the Borrower, under the Federal Bankruptcy Code; or the Borrower is adjudicated bankrupt or insolvent; or any material portion of the Borrower's Mortgaged Property is sequestered by court order and such order remains in effect for more than 30 days after such party obtains knowledge thereof; or a petition is filed against the Borrower under any state, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation or receivership law of any jurisdiction, whether now or hereafter in effect, and such petition is not dismissed within 60 days.

(g) Voluntary Petitions. The Borrower files a case under the Federal Bankruptcy Code or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any case or petition against it under any such law.

(h) Assignments for Benefit of Creditors. The Borrower makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee or liquidator of such Borrower or of all or any part of its property (including such Borrower's Mortgaged Property).

(i) Undischarged Judgments. Judgment for the payment of money in excess of \$1,000.00 (which is not covered by insurance) is rendered by any court or other governmental body against the Borrower, and such Borrower does not discharge the same or provide for its discharge in accordance with its terms, or procure a stay of execution thereof within 30 days from the date of entry thereof, and within said 30-day period or such longer period during which execution of such judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefor as may be required under generally accepted accounting principles.

(j) Attachment. A writ or warrant of executory process, fieri facial, attachment or any similar process shall be issued by any court against the Mortgaged Property or any portion thereof, and such writ or warrant is not released or bonded within 10 days after its entry.

(k) Condemnation. The Mortgaged Property, or any portion thereof, is condemned or expropriated under power of eminent domain by any legally constituted governmental authority.

Section 21. Remedies. (a) Upon the happening of any Event of Default specified in the preceding Section (other than Subsections (f) or (g) thereof), the Lender may by written notice to the Borrower declares the entire principal amount of all Indebtedness then outstanding including interest accrued thereon to be immediately due and payable without presentment, demand, protest, notice of protest or dishonor or other notice of default of any kind, all of which are hereby expressly waived by the Borrower.

(b) Upon the happening of any Event of Default specified in Subsections (f) or (g) of the preceding Section, the entire principal amount of all obligations then outstanding including interest accrued thereon shall, without notice or action by the Lender, be immediately due and payable without presentment, demand, protest, notice of protest or dishonor or other notice of default of any kind, all of which are hereby expressly waived by the Borrower.

(c) Upon the occurrence of any Event of Default, the Lender may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against the Borrower and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as the Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of the Lender: (i) institute one or more proceedings for the complete foreclosure of this Mortgage in which case the Mortgaged Property may be sold for cash or upon credit in one or more parcels; or (ii) to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Indebtedness then due and payable, subject to the continuing lien of this Mortgage for the balance of the Indebtedness not then due; or (iii) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Mortgage or in the Collateral Note; or (iv) recover judgment on the Collateral Note either before, during or after any proceedings for the enforcement of this Mortgage; or (v) apply for the appointment of a trustee, receiver, liquidator or conservator of the Mortgaged Property, without regard for the adequacy of the security for the Indebtedness and without regard for the solvency of the Borrower or of any person, firm or other entity liable for the payment of the Indebtedness; or (vi) pursue such other remedies as the Lender may have under applicable law.

(d) The proceeds or avails of any sale made under or by virtue of this Section, together with any other sums which then may be held by the Lender under this Mortgage, whether under the provisions of this Section or otherwise, shall be applied in such manner as the Lender, in its sole discretion, shall determine.

(e) Upon any sale made under or by virtue of this Section, the Lender may bid for and acquire the Mortgaged Property or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Indebtedness the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which the Lender is authorized to deduct under this Mortgage.

Section 22. Set-Off. Upon the occurrence of any Event of Default, the Lender shall have the right to set-off any funds of the Borrower in the possession of the Lender against any amounts then due by such Borrower to the Lender pursuant to the Mortgage.

Section 23. Confession of Judgment. For purposes of foreclosure under Louisiana executory process procedures, the Borrower hereby confesses judgment in favor of Lender for the full amount of the Indebtedness.

Section 24. Attorney Fees. In case the Collateral Note is placed in the hands of attorneys at law for the filing of foreclosure proceedings, to protect the rights of Lender or to enforce any of the agreements contained in this Mortgage, Borrower will pay all costs of collection, including but not limited to reasonable attorneys' fees, incurred in connection with the protection of or realization of collateral or in connection with any of Lender's collection efforts, whether or not suit on the Collateral Note or any foreclosure proceedings are filed. Borrower further agrees that the Indebtedness shall be increased by the amount of said costs and fees.

Section 25. Keeper. In the event the Mortgaged Property, or any part thereof, is seized as an incident to an action for the recognition or enforcement of this Mortgage by executory

process, ordinary process, sequestration, writ of fieri facial or otherwise, the Borrower and the Lender agree that the court issuing any such order shall, if petitioned for by Lender, direct the applicable sheriff to appoint as a keeper of the Mortgaged Property, the Lender or any agent designated by Lender or any person named by the Lender at the time such seizure is effected. This designation is pursuant to Louisiana Revised Statutes 9:5136 through 5140.2, inclusive, as the same may be amended, and Lender shall be entitled to all the rights and benefits afforded thereunder. It is hereby agreed that the keeper shall be entitled to receive as compensation, in excess of its reasonable costs and expenses incurred in the administration or preservation of the Mortgaged Property, an amount equal to \$200.00 per day. The designation of keeper made herein shall not be deemed to require Lender to provoke the appointment of such a keeper.

Section 26. Waivers. The Borrower waives in favor of the Lender, any and all homestead exemptions and other exemptions of seizure or otherwise to which the Borrower is or may be entitled under the constitution and statutes of the State of Louisiana insofar as the Mortgaged Property is concerned. The Borrower further waives: (a) the benefit of appraisal as provided in Louisiana Code of Civil Procedure Articles 2332, 2336, 2723 and 2724, and all other laws conferring the same; (b) the demand and three days delay accorded by Louisiana Code of Civil Procedure Articles 2639 and 2721; (c) the notice of seizure required by Louisiana Code of Civil Procedure Articles 2293 and 2721; (d) the three days delay provided by Louisiana Code of Civil Procedure Articles 2331 and 2722; and (e) the benefit of the other provisions of Louisiana Code of Civil Procedure Articles 2331, 2722 and 2723, not specifically mentioned above.

Section 27. Authentic Evidence. Any and all declarations of facts made by authentic act before a notary public in the presence of two witnesses by a person declaring that such facts lie within his knowledge, shall constitute authentic evidence of such facts for the purpose of executory process.

Section 28. Notices. Any notice or demand which, by provision of this Mortgage, is required or permitted to be given or served by the Lender to or on the Borrower shall be deemed to have been sufficiently given and served for all purposes (if mailed) three calendar days after being deposited, postage prepaid, in the United States mail, registered or certified mail, or (if delivered by express courier) one business day after being delivered to such courier, or (if delivered in person) the same day as delivery, in each case addressed (until another address or addresses is given in writing by the Borrower to the Lender) as follows:

1220 S. Range Avenue
Denham Springs, LA 70726

Any notice or demand which, by any provision of this Mortgage, is required or permitted to be given or served by the Borrower to or on the Lender shall be deemed to have been sufficiently given and served for all purposes (if mailed) three calendar days after being deposited, postage prepaid, in the United States mail, registered or certified mail, or (if delivered by express courier) one business day after being delivered to such courier, or (if delivered in person) the same day as delivery, in each case addressed (until another address or addresses are given in writing by the Lender to the Borrower) as follows:

451 Florida Boulevard
Baton Rouge, LA 70801

Section 29. Amendment. Neither this Mortgage nor any provisions hereof may be changed, waived, discharged or terminated orally or in any manner other than by an authentic instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

Section 30. Invalidity. In the event that any one or more of the provisions contained in this Mortgage or the Collateral Note shall, for any reason, be held invalid, illegal or

unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or the Collateral Note.

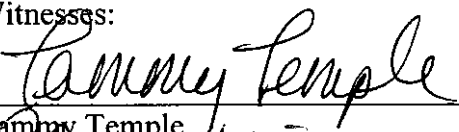
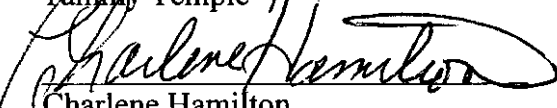
Section 31. Governing Law. This Mortgage is, and the Collateral Note will be, contracts made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Louisiana.

Section 32. Certificates. The production of mortgage, conveyance, tax research or other certificates is waived by consent, and the Borrower and the Lender agree to hold me, Notary, harmless for failure to procure and attach same.

Section 33. Obligations. The Borrower shall be solidarily bound for the performance of the obligations to Lender hereunder.

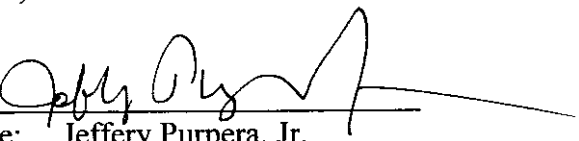
THUS DONE AND PASSED on the day and in the month and year hereinabove first written, in the presence of the undersigned witnesses who hereunto sign their names with the Borrower, the Intervenor and me, Notary, after due reading of the whole.

Witnesses:


Tammy Temple

Charlene Hamilton

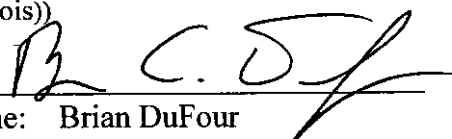
BORROWER:

DSL D, L.L.C.

By: 
Name: Jeffery Purpera, Jr.
Title: Agent

INTERVENOR:

JP MORGAN CHASE BANK, N. A.
(successor by merger to Bank One, N.A.
(Illinois))

By: 
Name: Brian DuFour
Title: Agent

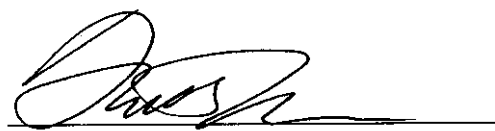
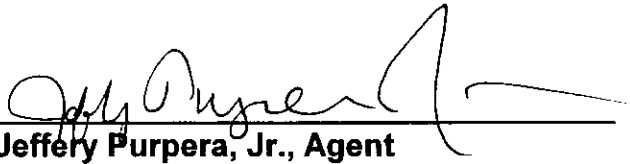

NOTARY PUBLIC
Donald L. Miers, Jr.
Bar Roll No. 26687


EXHIBIT A
PROPERTY DESCRIPTION

Four (4) certain lots or parcels of ground, together with all of the buildings, improvements and component parts thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the City of Covington, Parish of St. Tammany, State of Louisiana, in that subdivision known as **SAVANNAHS, PHASE 5-A S.**, being shown on the plat made by Kelly J. McHugh & Associates, Inc., Civil Engineers and Land Surveyors, entitled, "Savannahs, Phase 5-A City of Covington, Section 45, T-6-S, R-11-E, Greensburg Land District St. Tammany Parish, Louisiana" ("Final Plat"), which Final Plat serves as an amendment and supersedes the previous recorded map filed as Map File No. 5058, dated May 4, 2012 and recorded on June 29, 2012 at Map File No. 5072 of the official records of St. Tammany Parish, Louisiana, being designated as **LOT NUMBERS ONE HUNDRED SEVENTY-NINE (179), ONE HUNDRED EIGHTY (180), ONE HUNDRED EIGHTY-ONE (181), AND ONE HUNDRED EIGHTY-TWO (182)**, said lots having such measurements and dimensions and being subject to those servitudes and building set back lines as shown on the Final Plat.

DSL D, L.L.C.

By: 
Jeffery Purpera, Jr., Agent

"NE VARIETUR"
For identification with an act of
Collateral Mortgage
passed before me on July 10, 2012.


Donald L. Miers, Jr.
Notary Public
Bar Roll No. 26687

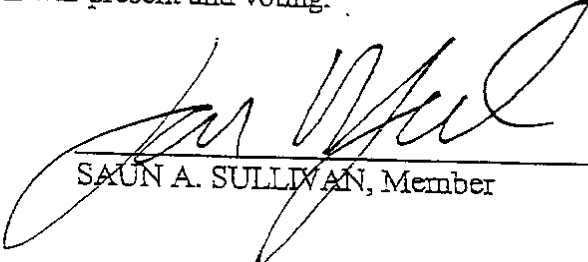
CERTIFICATE OF AUTHORITY

BE IT RESOLVED that Jeffrey A. Purpera, Jr., Agent of DSLD, L.L.C., be and is hereby authorized and empowered for and on behalf of the company to sign checks, open bank accounts for the account of the company, borrow money for the company in such amounts and payable in such a manner and bearing such interest rates as he may determine proper. In connection with the authority herein granted, he is authorized and empowered to mortgage any of the property owned by the company in the States of Louisiana and Mississippi, to secure any loan, such acts of mortgage to contain all of the usual and customary clauses contained in mortgage instruments in Louisiana and Mississippi, including the confession of judgment, waiver of appraisalment, and the pact de non alienando.

BE IT FURTHER RESOLVED that the above named agent be and is hereby authorized and empowered for and on behalf of the company to buy, sell, lease or otherwise alienate any and all types of property, real, personal, or mixed, purchased by, sold to, or owned by the company in the States of Louisiana and Mississippi, and to execute any and all contracts upon such terms and conditions as he may determine fit and proper, the company hereby ratifying all prior sales, purchases, and contracts made on behalf of the company by him.

BE IT FURTHER RESOLVED that the above named agent be and is hereby authorized and empowered on behalf of the company to sign any purchase agreements, leases, acts of sale, acts of mortgage, deeds of trust, warranty deeds, acts of sale with mortgage, acts of assumption of mortgage, contracts, promissory notes, and any other documents necessary to carry out the authority granted in this resolution.

We hereby certify that the above and foregoing is a true and correct copy of a Certificate of Authority adopted by the Members of the above named company, held on the 21st day of March, 2011, at which meeting a quorum was present and voting.



SHAUN A. SULLIVAN, Member