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December 19, 2014

Clerk of Court
Recorder of Mortgages
P.O. Box 1090
Covington, LA 70434
(Sent by Ordinary Mail, with enclosures)

RE: Madison Villas Community Owners Association, Inc.

Dear Sir or Madam:

I have enclosed one original and one copy of my Act of Deposit, Resolution of the Board of Directors of Madison Villas Community Owners Association, Inc., and Exhibit "A" Rules and Regulations. Please file the originals into the conveyance records and please return a stamped copy back to me in the enclosed self-addressed envelope that has been provided for your convenience.

I have enclosed my check for $100.00 to cover the cost associated with this request.

Should you have any questions, please contact me at (985) 246-7933. With regards, I remain,

Sincerely,

Willard O. Lape, III

WOL/tdh
Enclosures
Cc: Madison Villas Community Owners Association, Inc. *c/o*
GNO Property Management, LLC (Sent by email only, with enclosures)

PARISH OF ST. TAMMANY

STATE OF LOUISIANA

ACT OF DEPOSIT

BEFORE ME the undersigned Notary Public, in and for the Parish of St. Tammany, State of Louisiana personally came and appeared:

Mr. Garret Wibel

who after being duly sword did attest that he is the President of Madison Villas Community Association, Inc. and that by virtue of a Resolution of the Directors of Madison Villas Community Association, Inc. that he is authorized to sign this Act of Deposit and to cause the same to be recorded in the land records for St. Tammany Parish, Louisiana to record Rules & Regulations for the Madison Villas Garden Home Community in Madisonville, Louisiana that were approved by the Board of Directors of Madison Villas Community Association, Inc. and more particularly affecting:

> Units 1-56 in Madison Villas, a Planned Unit Development as depicted on Map File No. 3518 in the land records of St. Tammany Parish, State of Louisiana.

Garret Wibel

Mr. Garret Wibel
in his capacity as President of Madison Villas Community Association, Inc.
authorized by a Corporate Resolution
attached hereto

Bridget R. Arthur Tracy D Hillman

Printed Name: Bridget R. Arthur Printed Name: Tracy D Hillman

Signed before me Willard O. Lape, III Notary Public and Bridget R. Arthur and Tracy D. Hillman witnesses after being sworn and a due reading of the whole document.

Notary Public:
Willard O Lape III

Printed Name: _____

WILLARD O. LAPE III
NOTARY PUBLIC-STATE OF LOUISIANA
NOTARY PUBLIC, ID# 86888
MY COMMISSION IS FOR LIFE

PARISH OF ST. TAMMANY

STATE OF LOUISIANA

RESOLUTION OF THE BOARD OF DIRECTORS OF
MADISON VILLAS COMMUNITY OWNERS ASSOCIATION, INC.

WHEREAS, Madison Villas Community Association, Inc., (MVCOA) is a Louisiana non-profit corporation that exists to manage the affairs of the Madison Villas Garden Home Community in Madisonville, Louisiana; and

WHEREAS, the board of directors for MVCOA presently consists of four (4) directors being: Garret Wibel, Robert Faust, Gerald Gillen and Rene Esquerre.

WHEREAS, the original Declaration of Covenants, Conditions & Restrictions for Madison Villas Garden Home Community is recorded in the land records of St. Tammany Parish at Instrument No. 1454360 ("Original Restrictions"); and

WHEREAS, Section 4.02 (E) of the Original Restrictions provides in part:

The Board shall have the power to:

...

E. To make reasonable rules and regulations for the operation of the Development and to amend same from time to time...

WHEREAS, the Directors desire to enact certain Rules & Regulations as provided for in Section 4.02 (E) of the Original Restrictions; and

WHEREAS, the Directors have met, discussed and approved Rules & Regulations for the Madison Villas Garden Home Community in Madisonville, Louisiana in the form attached hereto as "Exhibit-A"; therefore

BE IT NOW RESOLVED that Mr. Garret Wibel in his capacity as President of MVCOA is authorized to sign an Act of Deposit by which the referenced and attached Rules & Regulations be recorded in the land records of St. Tammany Parish, Louisiana the intent of which recordation is to subject all present and any future lot owners to the Rules & Regulations.

SECRETARY'S CERTIFICATION

I certify that I am the duly acting and qualified Secretary of Madison Villas Community Association, Inc. and that the above and foregoing Resolution by the Board of Directors of Madison Villas Community Association, Inc. constitutes a true and correct copy of a resolution that was unanimously approved by the Board of Directors of Madison Villas Community Association, Inc.

Certified on this 14TH day of DECEMBER, 2014.

Print: Mr. Gerald Gillen
in his capacity as Secretary,
Madison Villas Community Association, Inc.

EXHIBIT-A: RULES & REGULATIONS

SECTION 1 – PROHIBITED ACTIVITIES

1. No animals, birds, or fowl shall be kept or maintained on any part of the property except for dogs, cats, and pet birds, which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purpose.

2. Clothes lines or similar outdoor drying apparatus shall not be located on the subject property and are expressly prohibited.

3. No accumulation, storage or burning of any trash and no accumulation or storage of litter, lumber, scrap metal, building materials, new or used, shall be permitted in open areas of any lot, provided, however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvement located upon any lot, for periods deemed reasonable by the Board of Directors of Madison Villas Community Association, Inc..

4. No structure of a temporary character such as a trailer, camper, camp truck, house trailer, mobile home, or other prefabricated trailer, house trailer, or recreational vehicle or other vehicle having once been designed to be moved on wheels, no tents, shacks, barns or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Further, no such trailer, camper, camp truck, junk vehicle, recreational vehicle, motorcycle, boat and/or boat trailer shall be kept on any lot or in the street adjoining any lot in the subdivision.

5. Clearing Trees - Except for those trees that are located within five (5.0') feet of the building site as shown on the plans submitted prior to construction, no sound trees measuring in excess of six (6) inches in diameter at three (3) feet above the ground shall be removed without written approval of the Board of Directors of Madison Villas Community Association, Inc.. Before cutting any tree, builder or owner should take every precaution to protect existing trees on the lot or adjacent lots. Such precautions may include (but are not limited to) topping trees and/or any procedures as may be determined necessary are advisable by the Board of Directors of Madison Villas Community Association, Inc. Further, additional care should be taken to preserve any valuable plants which may exist in the Subdivision.

6. Garbage and rubbish receptacles shall be in complete conformity with sanitary regulations and shall not be visible from the street except immediately prior to and after scheduled garbage pick up times.

As this subdivision is outside all municipal corporate limits, the Association is authorized to designate from time to time, one company which shall be in charge or all garbage, trash and rubbish collection and disposal with regard to all normal household garbage, trash and rubbish, and no property owner or tenant shall contract with or use any other company or employee for this service except the designated company. The Association is permitted but not obligated to enter into a master contract with the collection and disposal company if doing so reduces the cost, however at no time shall any unoccupied property be charged for any pro-rata fee. Nothing herein shall be construed as either obligating the Developer or the Association or its chosen servicer/contractor to remove or prohibiting any owner, builder or tenant from contracting with another company for the removal of extraordinary garbage, trash and rubbish generated other than in the course of normal and customary household operation. In particular the designated collection and disposal company is not responsible for the removal of items such as tree limbs, trees which have been cut, grass cuttings, leaves or other such organic outdoor waste, building materials or construction debris, discarded wall to wall carpeting, appliances, or large appliance boxes, mattresses and the like. The property owners shall at their own expense be responsible to remove same from their property promptly and are not permitted to place same where it can be seen from the street except immediately prior to its removal.

7. No outbuilding or garages shall be used for permanent or temporary residence purposes.

8. No owner will do or permit to be done any act upon his property which may be, or is, or may become, a nuisance to the other owners or which is unsafe, hazardous or illegal, or in violation of these restrictions.

9. No individual water supply systems or sewerage treatment plants or septic tanks shall be permitted.

10. No trash or junk pile shall be allowed to be placed or to remain anywhere in the subdivision, including vacant lots.

11. No changes in the elevations or drainage of the land, including placement of fill or grading of any lot unless required to implement the Parish approved drainage plan, shall be made on the property, and then can be made only after prior approval of the Board of Directors of Madison Villas Community Association, Inc. Such changes shall in no manner adversely affect any neighboring property or alter the natural drainage plan.

12. All antennas must be of the concealed type installed inside attic space or other enclosure, except as the Board of Directors of Madison Villas Community Association, Inc. is required to permit under the regulations of Federal Communications Commission. The location of all outdoor antennas must be approved by the Board of Directors of Madison Villas Community Association, Inc. Satellite dishes up to eighteen (18") inches in diameter are allowed.

13. Outdoor speakers, radios, public address systems and the like, whether temporary or permanent, are expressly prohibited if same can be heard from adjacent lot areas. Noise emanating from inside a structure shall not be audible outside the structure. All other noise which offends, disturbs or constitutes a nuisance is expressly prohibited.

14. No work or construction of any kind can be done on the Property except with the prior approval of the Board of Directors of Madison Villas Community Association, Inc.

15. No owner shall install or cause to be installed any mailbox except as approved by the Board of Directors of Madison Villas Community Association, Inc.

16. No house shall be occupied until and unless there has been installed (and thereafter maintained) at least minimal ornamental landscaping around the front of the house commonly referred to as the "builder's landscaping package".

17. No window air conditioning units are allowed to be utilized or installed in or on any house, garage or outbuilding in the subdivision.

18. All utility lines serving a residence shall run underground to the extent reasonable and be located under or within 5" of the driveway in order to protect trees and natural vegetation on the remainder of the lot.

19. All hunting and discharge of BB guns, pellet guns, air powered rifles and firearms, and the operation of motorbikes, motorcycles, 2-wheel, 3-wheel and 4-wheel motorized recreation vehicles upon The Property is strictly prohibited. This does not preclude the use of street legal motorcycles on subdivision streets used for purposes of ingress and egress.

20. There may be no raised houses; all houses must be built on a concrete slab on existing grade.

SECTION 2 - ARCHITECTURAL CONTROL AND CONSTRUCTION

1. Architectural Control. No structure shall be erected on any lot or elsewhere on the Property by any person, firm or corporation without the prior approval of the Board of

Directors of Madison Villas Community Association, Inc. For purposes of this section, the word "structure" shall be construed most broadly and shall include but not limited to buildings, swimming pools, fences, sheds, walls, porches, signs, towers, driveways, walks, all outdoor lighting, television antennas, (which are allowed outdoors only if required to be permitted by the regulations of the Federal Communications Commission) storage facilities, solar collection panels and any other thing erected or placed on any part of the Property. For purposes of this section, any addition or modification to any present structure shall be considered a structure and shall require architectural approval. In addition to any matter otherwise provided herein, architectural control shall include the approval of a structure's size, structural construction materials, exterior appearance and location. The Board of Directors of Madison Villas Community Association, Inc. has the authority to disapprove structures which it deems not to coincide with the aesthetics of the subdivision or which it deems to be too repetitive within the subdivision, in its sole discretion.

2. Commencement and period of construction. Unless the Board of Directors of Madison Villas Community Association, Inc. has adopted different timelines, construction must commence as soon as practicable after, but in no event more than six (6) months after obtaining the approval, unless the board grants an extension. Construction must be substantially completed within twelve (12) months from the commencement of work, unless extended by the Parish authorities. All necessary building and related permits must be obtained prior to commencement of construction, and all construction must be performed in accordance with any regulations promulgated by the Board of Directors of Madison Villas Community Association, Inc. from time to time, and applicable building codes, and in accordance with the plans and specifications submitted to and approved by the Board of Directors of Madison Villas Community Association, Inc.. Any change in plans and specifications during construction from those approved by the board shall be resubmitted for specific approval.

3. Disclaimer. Review of plans and specifications by the Board of Directors of Madison Villas Community Association, Inc. is for the purpose of assuring the desired aesthetics for the subdivision and the steady quality of construction on the property affected by these restrictions and is not intended nor shall it be construed to be for the benefit of any other party(ies). No party who submits plans and specifications shall have any right or cause of action against Madison Villas Community Association, Inc. or any of its officers, directors or members for alleged negligent or intentional failure to advise of any deficiencies or defects therein, it being understood that same is not being monitored, and no such duty is owed.

4. Sign Control. No sign shall be placed on a lot or on the exterior of any building constructed on a lot without prior approval of the Board of Directors of Madison Villas Community Association, Inc., except a sign offering a lot or lots for sale. Such for sale signs may not exceed four (4) square feet.

5.This Section 5 is intentionally omitted.

6. This Section 6 is intentionally omitted.

7. Authority to Grant Variances. The Board of Directors of Madison Villas Community Association, Inc. shall have the exclusive power and authority to grant variances from the strict application of any of these covenants provided that such variances shall not subvert the purpose and principal thereof. The grant of a variance should be based upon the board's opinion that the variance will improve the quality and/or appearance of the project or will alleviate practical difficulties or undue hardship. Such variances as may be presented to the Board of Directors of Madison Villas Community Association, Inc. shall be considered on an individual, case by case basis, and shall not be deemed to set any precedent for future decisions by Board of Directors of Madison Villas Community Association, Inc. Nor shall the grant of a variance in any manner alter the force or effect of the restrictions with regard to other lots. Variances required by law to be granted by the Parish's Board of Adjustments or similar board must be sought directly.

ANNUAL ASSESSMENTS AND CARRYING CHARGES

1. Liability for Assessments. Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who become a record owner of a lot, whether or not it shall be so expressed in the act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association, "dues" "assessments" or "carrying charges", equal to the member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, to meet its annual expenses to maintain the common areas and enforce these restrictions and Rules and Regulations and to provide any services it is charged with or deems prudent to provide in its discretion, and for contingencies.

2. Determination of Regular Assessments. The Association (acting through the Board of Directors) by vote shall determine the amount of assessment annually, but may do so at more frequent intervals should circumstances require. The annual assessment may be levied and collected in advance on a monthly, quarterly, semi-annual or annual basis, and pre-payment may be made without penalty. Notices of assessments adopted shall be mailed to all property owners, but the failure to do so shall not nullify the assessment, same still being due and owing, but shall mean that member not notified shall not be subject to any penalty for failure to pay any assessment he has not been notified of. Each lot owner shall pay the proportionate share of the annual assessment.

3. Special Assessments. The Association has the authority through its Board of Directors to make assessments for damages caused by catastrophic events such as tornadoes or hurricanes. In addition to the annual assessments, or special assessments for damages caused by catastrophic events such as tornadoes or hurricanes, the Association shall have the right to levy special assessments deemed necessary and appropriate, (for example for road resurfacing) approved by fifty one (51%) percent of the members of the Association, at a meeting called for this purpose by written notice sent at least ten (10) days and not more than thirty (30) days in advance of such meeting, setting forth the purpose of the meeting.

4. Assessments Resulting From The Failure to Comply With Restrictions or Rules and Regulations. Should any property owner fail to properly maintain its property, ground and/or facilities, or in any manner allow its property to become detrimental to the aesthetic scheme of the subdivision, or violate these restrictions or Rules and Regulations adopted by the Association in any manner, then the Association shall have the right to file suit to enforce compliance with the restrictions and/or, enter upon the property in order to take such corrective actions as will correct the violation.

5. Non-payment of Assessments. Any assessment levied pursuant to this act or to any authorized by the Association or any installment thereof, which is not paid within fifteen (15) days after it is due shall be delinquent and shall bear interest at the rate set by the Association, and may also subject the member to pay such other penalty or late charge as the Association may fix, from time to time as determined by the Association acting through the Board of Directors. All voting rights and all rights to use all common amenities (except access streets) are suspended as to said owners until the amounts due are paid.

The Association may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association in a prominent location within the subdivision.

6. Enforcement of Assessments and Restrictions. Any assessment authorized hereunder shall be a debt obligation of the lot and the owner(s) of the lot against which it is levied. Likewise, liability for violations shall be an obligation which follows the lot. **One who purchases a lot without verifying with the Association that dues are current and the property is not in violation of these restrictions becomes solidarily liable with the prior offending owner**. (Emphasis added.) In the event of non-payment of an assessment within fifteen (15) days as provided above, a lien affidavit setting forth the amount due shall be filed against the lot and the owner thereof, as is authorized by and provided for in the La. R.S. 9:1145, et seq. The Association is further authorized to

file suit in its own name in any court of competent jurisdiction to perfect said lien and collect said assessment, late charges and other penalties, as well as to enforce any other provision of these restrictions. If the Association prevails in any such action then the other party shall pay all reasonable legal fees and court costs. In the discretion of the Association, rather than pursue violations of restrictions or the non-payment of dues/assessments through the courts, the Association may elect to commence arbitration to resolve said claims and every owner agrees to submit to said arbitration and be bound by the results thereof.

7. Acceleration of Installments. Upon default in the payment of any one or more period installments of any assessment levied pursuant to this act, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Association and declared to be due and payable in full.

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