

**FIFTH AMENDMENT AND
MODIFICATION TO RESTRICTIVE
COVENANTS AND DEDICATION OF
SERVITUDES AND EASEMENTS**

UNITED STATES OF AMERICA

STATE OF LOUISIANA

FOR: ARBOR WALK SUBDIVISION

BY: LONESOME DEVELOPMENT, L.L.C.,

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this _____ day of May, 2007.

BEFORE ME, LELAND R. GALLASPY, a Notary Public, duly commissioned and qualified, in and for the State and Parish aforesaid, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

LONESOME DEVELOPMENT, L.L.C. (TIN 72-1361390), a limited liability company, organized pursuant to articles of organization filed with the Louisiana Secretary of State, herein represented by its duly authorized Members/Manager, being HST COMPANY, LLC (herein represented by T. R. Henning, Manager), its mailing address being P.O. Box 67, Mandeville, Louisiana 70470; hereinafter sometimes referred to as “Developer”;

Who declared as follows:

Pursuant to Article XII, Section 12.02, Amendments by the Developer, of the “Restrictive Covenants and Dedication of Servitudes and Easements” for Arbor Walk Subdivision recorded on July 11, 2002 with the St. Tammany Parish Clerk of Court as Instrument No. 1312174, as amended by the (i) “First Amendment and Modification to Restrictive Covenants and Dedication of Servitudes and Easements” recorded on August 22, 2003 at Instrument No. 1387481, (ii) “Second Amendment and Modification to Restrictive Covenants and Dedication of Servitudes and Easements” recorded on December 14, 2004 as Instrument No. 1468395, (iii) “Third Amendment and Modification to Restrictive Covenants and Dedication of Servitudes and Easements” recorded on May 11, 2005 as Instrument No. 1493726, and (iv) “Fourth Amendment and Modification to Restrictive Covenants and Dedication of Servitudes and Easements” recorded on April 24, 2006 as Instrument No. 1548704 (said restrictive covenants and the amendment thereto shall be collectively referred to hereinafter as the “Restrictive Covenants”), the undersigned, as the Developer of Arbor Walk Subdivision, does hereby amend the Restrictive Covenants in the following particulars:

I.

Developer hereby amends Article I, Definitions, Sections 4, 15, 16, 25 and 27 of the Restrictive Covenants to provide as follows:

15. **Garden Home Common Area** – shall mean the immovable property designated as (i) “Site 20” in Phase One of the Subdivision (including any and all re-designations of said site in resubdivision plats), (ii) “Site 32” in Phase Three of the Subdivision (including any and all re-designations of said site in resubdivision plats), and (iii) “Site 40” in Phase Four of the Subdivision on the Subdivision Plat

(including any and all re-designations of said site in resubdivision plats), excluding any streets, street lighting, water, sewer, and gas mains located in said sites.

II.

Developer hereby amends Article X, Architectural Standards and Use Restrictions, Section 10.05, Architectural Approval, Subpart (b)iii to provide as follows:

(b) Prior to construction of a residence, the Owner or contractor shall be required to post with the Architectural Review Committee a deposit in the amount of \$2,000.00, or such greater amount as may be deemed necessary by the Architectural Review Committee, for the following:

* * *

iii. Landscaping for a Lot and any improvements thereon. Architectural Review Committee shall establish the minimum square footage of planted gardens and a minimum number of trees for the front and rear yards (and side yards on corner lots). Subject to the authority of the Architectural Review Committee to modify these requirements, each improved lot must have a minimum of two hundred (200) square feet of planted garden space in the front yard. Each lot must also have a minimum of eight (8) trees in the front yard and a minimum of six (6) trees in the rear yard, not counting wax myrtles or willows which shall not be sufficient to meet these requirements. Trees, including existing and newly planted trees, must measure a minimum of ten (10) feet in height to satisfy the requirements of this section. All yards will require a substantial amount of sod. All ditches and swales shall be properly graded and sodded on both sides. The requirements set forth in this sub-section shall not apply to Garden Home Sites.

In all other respects the Restrictive Covenants except as amended hereby, shall remain the same.

THUS DONE AND PASSED, in my office in Covington, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned witnesses and me, Notary, after reading of the whole.

WITNESSES:

LONESOME DEVELOPMENT, L.L.C.

BY: HST COMPANY, LLC (Member)

**BY: _____
T. R. HENNING, MANAGER**

**LELAND R. GALLASPY
NOTARY PUBLIC
BAR ROLL NO. 21601**