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BY
 Mayeaux / Varuso LLP
 FOR
 MADISON FARM
 ST. TAMMANY PARISH, LOUISIANA

STATE OF LOUISIANA
 PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 16th of April, 1997,

BEFORE ME, the undersigned authority, a Notary Public, in and for the State and Parish aforesaid, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

MAYEAUX / VARUSO LLP, A Louisiana Limited Liability Partnership domiciled in the Parish of St. Bernard and the State of Louisiana, represented herein through its Partners, Mayeaux Construction, Inc. And Varuso Enterprises, Inc., duly authorized by a resolution of the Board of Directors, which & resolution is attached hereto and made a part hereof,

WHEREAS, Owner, is the record owner of certain immovable property which, in its totality, is commonly known as Madison Farm, more particularly described as follows:

Lots →

Lots 1 thru 7, 10, 14-18, 20-42, and 45-49, inclusively, Madison Farm, Parish of St. Tammany, State of Louisiana, as more fully described on plan of Subdivision by Randall W. Brown & Associates, Inc., Professional Land Surveyors, Planners, & Consultants P.L.S., dated January 9, 1997 (hereinafter referred to as "The Property").

WHEREAS, Owner desires to provide for the preservation of values and amenities in the Property, and to encourage development that is in harmony with the conception and aesthetic theme of the Property; and to this end, Owner desires to subject the Property to certain covenants, restrictions, privileges, and obligations, as hereinafter set forth, for the benefit of the Property and the subsequent owners thereof;

NOW, THEREFORE, Owner hereby declares that the Property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied and approved subject to the covenants, privileges, restrictions and contractual obligations hereinafter set forth, all of which are declared to be in aid of a plan for the development and improvement of the Property, and which shall be deemed to run with and bind the land, and shall adhere to the benefit of and be enforceable by Owner, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements, each of whom shall have the right to enforce specific performance of these provisions.

I. ARCHITECTURAL CONTROL COMMITTEE

A. Composition of Committee. There is herein created the Madison Farm Architectural Control Committee (the "MFACC") which shall consist of four members, none of whom shall be required to meet any particular qualification for membership. The term of each member shall be two years and shall extend until appointment of his successor. Vacancies created by resignation or removal shall be filled by Owner or the Homeowners Association as provided below.

B. Appointment and Removal. For a period of seven (7) years from the date of the filing of this Master Deed, the right to appoint and remove all members of the MFACC shall be vested

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in owner unless prior to the expiration of said seven (7) years, Owner shall file a declaration waiving said right. After the expiration of said seven (7) years or the filing of a waiver of rights, the right to appoint and remove all members of the MFACC shall vest in the Homeowners Association. Members of the MFACC shall receive no compensation; however, it may hire a staff including by way of illustration and not limitation, architects, experienced field inspectors and managers (secretary).

C. Release of Liability. By submitting plans and specifications to the MFACC, the party so submitting the plans relieves and releases the MFACC and each and every one of its members from any liability or responsibility for failing to discover or point out any deficiencies in said plans and specifications. The MFACC does not intend to, nor will it act as the architect or construction supervisor for the applicant, it at all times being the responsibility of the applicant to obtain its own professional assistance. Should a third party file suit or threaten litigation over applicant's project against the MFACC or any of its members, then the applicant agrees to hold harmless and indemnify the MFACC and each of its members from any liability or responsibility arising out of, or in any way connected with the performance of the MFACC's duties as set forth herein, and in the Rules and Regulations promulgated by the MFACC.

D. Authority to Establish Rules and Regulations. The MFACC shall have the authority to establish Rules and Regulations for construction of buildings and projects; however the MFACC's Minimum requirements for Madison Farm shall consist of the following:

1. No single family residence shall be constructed with a living area less than 1600 square feet and a total area under the roof of 2000 square feet (inclusive of a garage). All residences shall contain a two-car garage minimum. Patios and porches shall not be considered as living area or garages. Garages shall not be considered as living area. Any additions to residences not part of the original plans submitted to MFACC shall require the approval of MFACC prior to construction of such additions. Culverts are required for drainage under driveways. It shall be the sole responsibility of the property owner, contractor, or both, to insure that the culvert placed under a particular driveway is the proper size, and placed at the proper elevation. All driveway culvert sizes will be 18" BCCMP (Bituminous Coated Corrugated Metal Pipe) or equivalent..

2. Driveways and parking spaces shall not abut a property line. Single family residences shall provide two (2) or more off street parking spaces beyond the set back lines. Front yard parking courts may be approved in addition to required parking if aesthetically constructed and landscaped. On street parking will not be allowed at any time, and if found in violation will be subject to towing. On street parking shall be allowed for parties, family gatherings, or other social functions, only. The habitual violator shall be notified to cease on-street parking. All private roads, drives, or parking areas shall be of all-weather design constructed of concrete. Curbs must be secured to paving (where applicable) and be provided with expansion and contraction capabilities. All paving and walks must have sufficient slope to drain, and not hold water in any location.

3. All requirements of the Zoning Ordinance for A-4 Single Family Residential Districts shall apply, except as revised herein:

Add the following requirements:

a. Mechanical equipment for a/c or pools may be no closer to a side property line than 5' and must be screened from view by approved foliage or wood.

b. No T.V. discs may be located in front or side yards.

c. Ham radio aerials are prohibited unless approved by MFACC.

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u. ~~Accessories~~ (sheds, garages, storage, etc.) in required rear yards must be within the guidelines of applicable parish laws with regards to property lines and building lines. Any additions not submitted with original plans for approval, must be submitted prior to any construction of such addition for approval. No portion of any structure (permanent or temporary) shall be any closer to property lines than 10'-0".

e. Boats shall not be located in the front yard, but rather will be placed either inside an enclosed garage or in a side or rear yard behind a fence or appropriate foliage as to conceal them from view.

f. Home Builders and/or contractors shall be required to submit to MFACC a spot survey and / or slab spot prior to sale of home, as to insure compliance of setback requirements.

g. Landscaping is required for each home constructed. 200 s/f of landscaping in the front of the home shall be the minimum allowed. Plans showing the location of proposed landscaping shall be included on plot plan. Specific types of foliage is not required for approval of plans. Completed homes must sod at least the front yards with grass within 30 days of completion.

4. Fencing for residential lots shall not extend into the required front yard unless specifically approved by MFACC and the Parish Governing Authority. Front yard fencing where approved must be of wood, ornamental metal, masonry or a combination of masonry and wood or masonry and ornamental metal and shall not exceed 3' in height.

Construction of permitted fencing shall be as follows:

a. The height shall not exceed 6'-0" (3'-0" in front yard) unless specifically excepted by MFACC.

b. The support posts shall be no greater than 8'-0" o.c. Wood is to be redwood or cedar.

c. Fencing must be on property line.

d. No corrugated metal, hurricane, picket, or page fences will be allowed on any lot. Vinyl Fencing will be allowed provided that it is approved by MFACC prior to erection.

The MFACC shall have authority to establish and enforce additional rules and regulations for construction of buildings and projects within the subdivision, which said rules and regulations may be amended at any time and from time to time by a majority vote of the MFACC. For additional rules and regulations for governing Madison Farm, please refer to Madison Farm Architectural Control Committee RULES AND RELATIONS FOR DEVELOPERS, CONTRACTORS, AND HOME BUILDERS.

E. Authority to Grant Variances. The MFACC shall have the power and authority to grant variances from the strict application of any of these covenants and the Rules and Regulations imposed herein or in accordance herewith, provided that such variances shall not subvert the purpose and principal thereof; and the grant of such variance will, in the opinion of the MFACC, improve the quality and/or appearance of the project or alleviate practical difficulties or undue hardships. Such variances as may be approved by the MFACC shall be considered on an individual, case by case basis, and shall not be considered as setting a precedent for future decisions by the MFACC, nor shall such approval negate any future application of the restrictions so varied with respect to other portions of Property.

II. LAND CLASSIFICATION AND USE

A. Zoning Classifications. All lands within the Property have been subdivided and zoned by Owner into one classification:

1. Single Family Residential (A-4) as same may be modified by these Master Deed Restrictions and Rules and Regulations (see paragraph III, D).

B. A-4 Single Family Residential Districts

All requirements of the Zoning Ordinances for Single Family

2. The zoning classification of the Parcel for the above use shall be in the discretion of Owner until sold. After sale by Owner zoning classifications may be modified or altered only after written approval has been first given by the Madison Farm Architectural Control Committee and thereafter by the appropriate Parish Authority.

C. Prohibited Uses of Property and Other Obligations.

1. Encroachments. No tree, shrub, or other planting, sign or other obstruction shall be permitted to overhang or otherwise encroach on any street, road, sidewalk or other pedestrian way without the prior written approval of the Madison Farm Architectural Control Committee, (the "MFACC").

2. Machinery and Equipment. No machinery or equipment shall be placed, operated or maintained upon any portion of the Property except such machinery or equipment which is usual or customary in connection with the improvement constructed thereon or in connection with the construction of a structure permitted and authorized pursuant to these Master Deed Restrictions.

3. Nuisances. Obnoxious or offensive activities shall not be permitted at any time on any lot, nor shall any activity be permitted at any time on any lot which may be or may become an annoyance or nuisance to the other property owners. Discharge of firearms, explosives, fireworks, or noise making devices of any type and use of outdoor speaker and music systems (unless specifically permitted by the MFACC) shall not be permitted at any time. Also see # 11 below.

4. Parking. Provision for off-street parking for all occupants and visitors shall be provided by the owner of a lot. No vehicle shall be parked on streets or other areas not specifically designated for parking overnight or for any extended period of time, it being the intent that to the extent reasonably possible no parking shall be permitted on streets, green areas, neutral grounds, etc. All parking areas shall be surfaced in accordance with the Rules and Regulations.

5. Temporary Vehicles. No trailer, mobile home, camper, recreational vehicle or boat shall be kept, maintained, stored or repaired upon any street or roadway within the Property.

Only boats may be kept on the property, provided they are hidden from view from the street (placed behind a fence or inside a garage). It shall be unlawful for any person, firm, or corporation to park or store an airplane, RV, mobile home, trailer, tractor-trailer, or part of any such vehicle in any area of a residential zone.

Trailers, strictly for the purpose of establishing a sales office, shall be deemed acceptable. However, the length of time for which a "Sales Office Trailer" will be allowed will be one calendar year from the date it first appears on Madison Farm Property. The Contractor who places a "Sales Office Trailer" shall be required to maintain the trailer and the surrounding property in an orderly manner at all times. Should said Contractor fails to maintain the property and/or trailer in an orderly fashion, then Madison Farm Homeowner's Association, Inc. Reserves the right to enter the property and take the appropriate action necessary to enforce this provision, including if necessary, the removal of said "Sales Office Trailer" all of which will be at the expense of the Contractor responsible for placement of the "Sales Office Trailer". Additionally, landscaping shall be required in front of said trailer, to screen unsightly pipes and/or wires that are visible from the street. It shall be the responsibility of the Contractor to do all code research involving the placement of a "Sales Office Trailer".

6. Maintenance of Lots. Each owner of a portion of the Property shall maintain his property in good order and repair and no building or other structure shall be permitted to fall into disrepair.

7. Refuse Containers. Garbage cans and other

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REFUSE CONTAINERS SHALL ^{be} screened from view and to the extent reasonably practical be maintained at the rear of the lot. Page 5 of 10
Locating such refuse containers near the street shall be permitted only during time of pickup.

8. Resubdivision and Rezoning Property. No portion of the Property may be rezoned.

9. Pool & Cabana Area / Recreation Area. A Pool & Cabana Area, as well as, a recreation area has been established within the subdivision, identified as "Pool & Cabana Area and Recreation Area" on proposed plan of subdivision for Madison Farm by Randall W. Brown & Associates, Inc., Professional Land Surveyors, Planners & Consultants dated _____. Owners shall transfer to Homeowners Association, the designated Parcels, (referred on plats as Pool & Cabana Area and Recreation Area). No driveways, roadways, or other encroachments shall be constructed across any drainage right of way or "Pool & Cabana Area / Recreation Area". The Parcel (Pool & Cabana Area / Recreation Area) shown on the final plat of Madison Farm shall be maintained by the Homeowners Association at the expense of all property owners in Madison Farm.

10. Electrical Distribution Service and Street Lighting. All electrical distribution lines and house connections shall be buried underground. Lighting standards must be consistent with those of other subdivisions or better and must be serviced by underground cable.

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11. Drainage. All drainage facilities shall be sufficient to eliminate as much as possible unsightly or hazardous ponding conditions. The MFACC shall have full authority to make such requirements as it deems necessary to avoid such conditions and to assure that the neighboring properties are not adversely affected by drainage from or to the property being improved.

Additionally, because a detention pond will be located in Madison Farm, it shall be noted that during intense rainfall over a prolonged period of time, this detention pond is designed to collect storm water run-off and dispose of it slowly. During this period when water collects, no swimming or other activities will be allowed or tolerated that could potentially cause harm or damage to any persons, places, or things.

D. Further Restriction on Use. Nothing contained above shall be construed to prohibit or limit the filing of restrictive covenants covering individual Parcels of the Property which contain further and additional restrictions on the use of the parcels covered by such restrictive covenants.

III. ARCHITECTURAL CONTROL AND CONSTRUCTION

A. Approval of Construction. No subdivision shall be developed or structure or other physical improvement erected or substantially altered on any portion of the Property by any person without the prior written approval of the MFACC; and then only in accordance with the Rules and Regulations for Contractors and Home Builders (the "Rules and Regulations") promulgated by the MFACC as same may be reasonably amended from time to time in the sole discretion of the MFACC. For purposes of this section, an addition to a present structure shall be considered a structure and shall require architectural approval.

B. Necessary Information. The information which must be submitted in order to obtain approval from the MFACC shall be set forth in detail in the Rules and Regulations.

C. Time for Approval. The MFACC shall have a reasonable time as set forth in the Rules and Regulations to approve or disapprove an application. After time has expired, if Applicant has not been notified of approval or disapproval, Applicant shall notify MFACC in writing and thereafter MFACC shall have five (5) days to act on the application, otherwise, the approval shall be automatically granted. Any disapproval shall be accompanied by a list of deficiencies which may be corrected and resubmitted for approval.

D. Standards for Approval. The MFACC shall grant approval

1. The applicant shall furnish all information required by the MFACC;
2. The proposed subdivision, structure or other improvement shall conform to the requirements of the Master Deed Restrictions covering the property on which the structure or other improvement will be constructed;
3. The proposed subdivision, structure or other improvement shall conform to the aesthetic standards and master plan in effect at the time of the approval and as established or to be established or modified from time to time by MFACC for the Property as a whole as to quality of workmanship and materials and as to harmony of external design and location with existing and proposed structures, and/or improvements; and
4. The proposed subdivision, structure or other improvement shall comply with the Rules and Regulations and all applicable laws and ordinances.

Should the application for approval include a plan for the development of the entire Parcel, then in addition to the foregoing, the following requirements shall be satisfied by applicant.

- a. The Parish Governing Authority and any other government or quasi-governmental entity with jurisdiction over the development of the Parcel has provided written notice, satisfactory to the MFACC, that the development and the construction plan has been approved, conforms to all applicable laws and ordinances and that all necessary permits have been issued or will be issued if the development of the Parcel proceeds in accordance with the approved development and construction plan;
- b. The exterior design and exterior materials for all structures and other physical improvements contemplated in the development and the construction plan are comparable or exceed the quality of exterior design and exterior materials utilized in developments of the highest quality in the Greater New Orleans area of similar type and size.
- c. Proceeding with Work. Upon receipt of approval and a Certificate to Proceed from the MFACC, the applicant shall, as soon as possible (and upon issuance of a permit by the applicable governmental agency), satisfy all terms and conditions thereof and diligently proceed with the commencement and completion of all construction, refinishing, alterations and excavations pursuant to said approval; provided, however, such commencement shall occur, in all cases, within six (6) months from the date of the Certificate to Proceed. If the applicant shall fail to comply strictly with this paragraph, any approval given pursuant to this section shall be deemed revoked unless the MFACC, upon written request of the applicant made prior to the expiration of said six (6) month period, extends the time of such commencement. No such extension shall be granted except upon finding by the MFACC, in its sole and absolute discretion, that there has been no change in the circumstances under which the original approval was granted.
- e. Failure to Complete Work. The applicant shall complete the construction, reconstruction, refinishing or alteration of any such improvement within one (1) year after commencing construction thereof, except and for so long as such completion is rendered objectively impossible or would result in great hardship to the applicant due to labor disputes, fires, national emergencies, natural calamities or other supervening forces beyond the reasonable control of the applicant or his agent; provided the overall development of an entire or substantial portion of an entire Parcel pursuant to an approved development and construction plan shall be completed within the period of time contemplated by the approved development and construction plan. In the event that construction of an entire Parcel or substantial portion of an entire Parcel is not completed as aforesaid, the Homeowners Association, upon the recommendation of the MFACC shall have the right to assess the owner of the said Parcel for the cost of completion and enforce said assessment in

F. Landscape Control. No earth, dirt, soil or rocks, fully matured trees of more than 5" diameter (DBH), or shrub with a branch spread of more than 4' shall be removed from any portion of the Property without the prior approval of the MFACC.

IV. HOMEOWNERS ASSOCIATION

A. Establishment and Membership. Owner and Developer has established and incorporated a non-profit corporation (The Madison Farm Homeowner's Association, Inc.) composed of the owners of the parcel 1 through 159, both inclusive and the greenspace areas. The Parish of St. Tammany is not be a member of the Homeowner's Association even if it becomes owner of any Greenspace areas. Owner of unsold parcels (Mayeaux / Varuso LLP) shall be deemed a member of the Homeowners Association.

B. Voting. The purchaser of a Parcel pursuant to these restrictive covenants covering such Parcel shall have one vote for each parcel owned. In addition to the votes Owner may have as an owner of a Parcel(s), Owner shall have 160 votes for a period ending on the earlier of (I) the date Owner conveys its last remaining Parcel of the Property, or (II) the date Owner files a declaration waiving said additional votes. Any action of the Homeowners Association shall be approved by a majority of the votes cast at a regular meeting of the Association.

C. Duties of Homeowners Association. The Homeowners Association shall perform the following duties for the enhancement and improvement of the Property:

1. Own, operate and maintain for the benefit of its members all portions of the Property, if any, conveyed to the Homeowners Association by Owner, including by way of illustration but without limitation, entrance features, green space rights-of-way, and Pool & Cabana area, and any additional open spaces.

2. Obtain and maintain insurance and pay property taxes on any portion of the Property owned by the Homeowners Association.

3. Appoint and remove members of the MFACC as provided in these Master Deed Restrictions.

4. Maintain and repair any portion of the Property including, if deemed necessary by the Homeowners Association, any part of the Property dedicated to the public but not adequately maintained by the appropriate governing authority. In the event said portion of the Property is not maintained by the owner thereof, in accordance with section II.B.6, above, the Homeowners Association shall have the right to assess the owner of said portion of the Property for all costs expended by the Homeowners Association for maintenance and repair and to enforce such assessment as provided in Section V.E. below.

5. Enforce each of the provisions of these Master Deed Restrictions.

6. Enforce the Rules and Regulations established by the MFACC.

7. Establish rules and regulations which in the sole discretion of the Homeowners Association are deemed necessary and proper to carry out the responsibilities and duties of the Homeowners Association as set forth herein.

D. Assessments. The Homeowners Association shall have the power to assess its members for the costs and expenses of performing each of its duties set forth in these Master Deed Restrictions.

1. Regular Assessments. In the event the duties of the Homeowners Association require continuous and repeated expenditures, the Homeowners Association shall determine on/or before December 1 of each year an estimate and budget of the total expenditures to be made by the Homeowners Association during the following calendar year. Said amount shall be

Quarterly installments on January 1st, April 1st, July 1st, & October 1st. Assessments shall be pro-rated based on the date of act of sale. In the event the Homeowners Association determines that the amounts so assessed are inadequate to meet the actual expenditures of the Homeowners Association, the Homeowners Association shall levy a special assessment to collect such differences. In the event the amounts so assessed exceed the actual expenditures, the Homeowners Association shall, in its discretion, apply such excess against the estimate of expenditures for the next period, refund such excess to the parties assessed, or put to vote of the general membership how the additional funds should be used or applied.

2. Special Assessment. In the event the duties of the Homeowners Association do not require continuous and repeated expenditures, no budget for regular assessments shall be required and the Homeowners Association shall determine the actual cost of specific expenditures and make special assessments therefore against the owners. Special assessments may also be made by the Homeowners Association to recover actual expenditures in excess of the regular assessment. The Homeowner's Association shall be reviewed annually by a certified public account chosen by the Board of Directors of the MFACC at their sole discretion to insure the proper collection and disbursement of all assessments.

E. Enforcement of Assessments and Covenants. Each regular or special assessment levied hereunder shall be a debt and obligation of the Parcel against which it is levied and of the owner of said Parcel. In the event of non-payment of an assessment within fifteen (15) days of the notice of the assessment, a lien affidavit setting forth the amount due shall be filed against the Parcel and the owner of said Parcel as authorized by and provided for in Louisiana Revised Statute 9:1145 et seq. The Homeowners Association is further authorized to file suit in its own name in any court of competent jurisdiction to perfect said lien and collect said assessments, and to enforce any other provisions of these Master Deed Restrictions and/or Rules and Regulations.

F. Organization of Homeowners Association. The Homeowners Association is a non-profit corporation and will be organized and operated in accordance with the laws of the State of Louisiana, its Articles of Incorporation and By-Laws.

V. GENERAL PROVISIONS

A. Definitions. The term "Parcel", when used in this instrument, refers to each of the parcels into which the Property is presently divided, as shown on the Madison Farm Plat. The term "Owner", when used in this instrument, refers to Mayeaux / Varuso LLP, its successors or assigns.

B. Term. Each provision of this instrument shall remain in full force and effect for a period of twenty-five (25) years and thereafter shall be automatically extended for successive periods of ten (10) years unless within one (1) year prior to the expiration of the initial twenty-five (25) year period, or within one (1) year prior to the expiration of any ten (10) year period of extended duration, the covenants and restrictions contained in this instrument are terminated by recorded instrument signed by the record owners of not less than two-thirds (2/3) (in land area) of property then subject to these covenants and restrictions.

C. Amendments. Mayeaux / Varuso LLP, or any successor developer, reserves the right to amend or repeal these restrictions, without the consent of the owners of record until such time that Mayeaux / Varuso LLP, or any successor developer, has conveyed all of the lots covered by the restrictions herein. When all of the lots have been conveyed by Mayeaux / Varuso LLP, or any successor developer, any provision contained in this instrument may be amended by the recording of a written instrument or instruments specifying the amendment or the repeal, executed by the purchasers of record of not less than fifty-one percent (51%) (inland area) of the Property subject to these restrictions as of the date of the instrument of amendment provided, however, that if Owner is directly or indirectly (i.e.

D. Effect of Provisions of this Instrument. Each provision of this instrument shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any of the property is granted, devised, or conveyed, whether or not set forth or transferred to in such deed or other instrument.

E. SEVERABILITY. The invalidity or unenforceability of any provision in this instrument, in whole or part, shall not effect the validity or unenforceability of any other provision or any valid and enforceable part of a provision of this instrument.

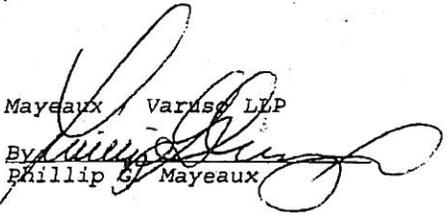
F. CONFLICT. These Master Deed Restrictions are intended to be in addition to and not in place of the Laws and Ordinances of the Parish of St. Tammany and the State of Louisiana; and, in the event of conflict between any provision of these Master Deed Restrictions and any provision of Law and/or Ordinance, the stricter provision shall apply.

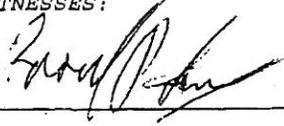
G. CAPTIONS. Captions and headings in this instrument are for convenience only and shall not be considered in construing any provision of this instrument.

H. NO WAIVER. Failure to enforce any provision of this instrument shall not operate as a waiver of any such provision or of any other provision of this instrument.

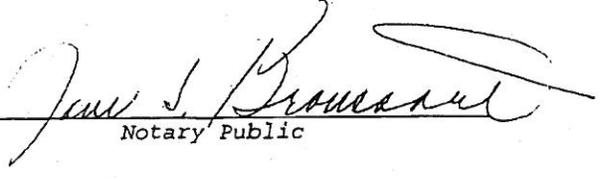
I. EFFECTIVE DATE. This instrument shall become effective when it is duly recorded in the conveyance records of St. Tammany Parish.

IN WITNESS WHEREOF, Owner has executed this instrument on the date set forth above in the presence of the undersigned witnesses, after reading the whole.

Mayeaux Variso LLP
By 
Phillip C. Mayeaux

WITNESSES:




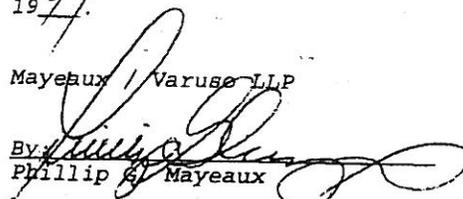

Notary Public

WRITTEN CONSENT OF THE BOARD OF DIRECTORS
OF Mayeaux / Varuso LLP

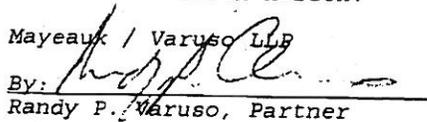
Acting under the provisions of the Louisiana Revised Statute 12:81c(9), I, the undersigned, being a Partner of Mayeaux / Varuso LLP, a Louisiana Limited Liability Partnership domiciled in the Parish of St. Bernard, State of Louisiana, in order to obviate the necessity of a meeting of the Board of Directors of said Partnership, hereby unanimously consent to the following corporate action and resolve as follows:

That Phillip G. Mayeaux, Chair-person of Madison Farm Architectural Control Committee is hereby authorized, empowered, and directed by and on behalf of this organization to execute the Act Creating Master Deed Restrictions and Covenants, containing such terms, conditions and provisions, as in this absolute discretion may deem necessary and advisable.

IN WITNESS WHEREOF, I have hereunto signed my name on this 16th day of April, 1997.

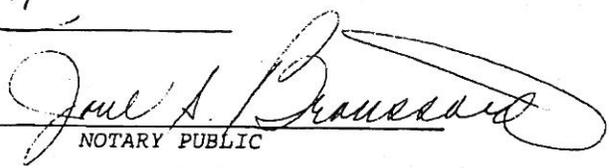
Mayeaux / Varuso LLP
By: 
Phillip G. Mayeaux

I, Randy P. Varuso, Being duly authorized and qualified partner of the aforesaid partnership, do hereby certify that the subscriber to the foregoing WRITTEN CONSENT is a Partner of Mayeaux / Varuso LLP, vcting in the matter set forth hereon.

Mayeaux / Varuso LLP
By: 
Randy P. Varuso, Partner

WITNESSES:




NOTARY PUBLIC