



Third Amendment and Modification  
of Prohibited Uses of Property and  
Other Obligations, Master Deed  
Restrictions and Covenants of Madison  
Farm Subdivision

UNITED STATES OF AMERICA  
State of Louisiana  
Parish of St. Tammany

By: Mayeaux / Varuso L.L.P

Let it be known, that on this 28<sup>th</sup> day of May, in the year of Our Lord One Thousand Nine Hundred and Ninety-Nine:

**PERSONALLY CAME AND APPEARED:**

MAYEAUX / VARUSO LLP, A Louisiana Limited Liability Partnership domiciled in the Parish of St. Tammany and the State of Louisiana, represented herein through its Partners, Mayeaux Construction, Inc. And Varuso Enterprises, Inc., duly authorized by a Written Consent of the Board of Directors, recorded in DT. Reg #727,323; Instrument #1042676 filed in the official records of St. Tammany Parish, Louisiana, and its mailing address being 103 Belington Avenue, Madisonville, Louisiana 70447.

Hereinafter referred to as "developer"

who declared, that pursuant to SECTION IV, "HOMEOWNER'S ASSOCIATION", SUBPART E "ENFORCEMENT OF ASSESSMENTS AND COVENANTS", the undersigned as the developer of Madison Farm Subdivision does amend the original restrictive covenants recorded in DT. Reg #727,323; Instrument #1042676 filed in the official records of St. Tammany Parish, Louisiana, to the following:

Developer does hereby amend SECTION IV, "HOMEOWNER'S ASSOCIATION", SUBPART E "ENFORCEMENT OF ASSESSMENTS AND COVENANTS", to read as follows:

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.

Any act, omission or commission in violation of these covenants may be enforced or restrained by injunctive relief without necessity or obligation of the Homeowner's Association to furnish a bond for any injunctive relief. In any successful action by the Homeowner's Association against a lot owner to enforce the provisions of these covenants, the lot owner shall pay the reasonable attorney's fee incurred by the Homeowner's Association in connection with any such suit.

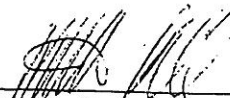
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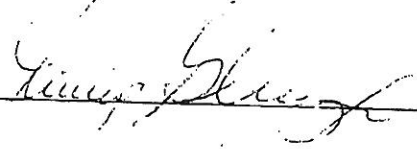
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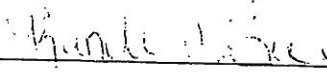
*THUS DONE AND PASSED, in my office in Mandeville, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned witnesses and me, Notary, after reading of the whole.*

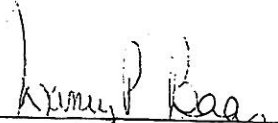
Witness:

Mayeaux Varuso LLP

  
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Mitch Ripoll

  
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Notary Public