

AMENDMENT TO ACT

STATE OF LOUISIANA

CREATING RESTRICTIONS AND

AGREEMENT OF MAINTENANCE FOR

FOX RUN ESTATES SUBDIVISION

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 18th day of August, 1987,

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of St. Tammany and in the presence of the undersigned competent witnesses personally came and appeared:

G. ROGERS SMITH (also known as George Rogers Smith) and HARRIET SIPPLE SMITH, both persons of full age of majority

AND

JAMES S. SMITH and NANCY ASBERRY SMITH, both persons of the full age and majority

who declared that at this time they own a majority of the lots in Fox Run Estates Subdivision and who further declared that by Act recorded in COB 1242 folio 895 on January 8, 1986, Harriet S. Smith and G. Rogers Smith did create and impose certain "Restrictions and Agreement of Maintenance" on Fox Run Estates Subdivision.

APPEARERS declare that by this act they do amend the following portions of said "Restrictions and agreement of Maintenance"

SECTION ONE (I)

PARAGRAPH ONE (1) ARCHITECTURAL CONTROL COMMITTEE

SECTION TWO (II)

PARAGRAPH TWO(2) PLANS

SECTION THREE (III)

PARAGRAPH ONE (1) DWELLING SIZE  
PARAGRAPH TWO (2) LOCATION OF BUILDING ON LOT  
PARAGRAPH FIVE (5) OUTBUILDINGS  
PARAGRAPH SEVEN (7) CULVERTS (to be re-named Culverts and Driveways)  
PARAGRAPH THIRTEEN (13) FIRES  
PARAGRAPH FIFTEEN (15) FENCES, LAWN, AND WALLS  
PARAGRAPH SIXTEEN (16) SIGHT DISTANCE AT INTERSECTION  
ADDITION OF NEW PARAGRAPH EIGHTEEN (18) SWIMMING POOLS

SECTION FOUR (IV)

PARAGRAPH h.

NOTE on page 7 of the original restrictions the new section was incorrectly numbered FOUR IV and is hereby corrected to SECTION FIVE (V).

Now therefore the complete restrictions as amended read as follows:

NOTARY A. G. GIBSON  
ST. TAMMANY PARISH  
FILED ST. TAMMANY PARISH  
1987 AUG 19 11:42 AM  
1319-1996  
NOTARY PUBLIC

# FOX RUN ESTATES SUBDIVISION

St. Tammany Parish, Louisiana

## RESTRICTIONS AND AGREEMENT OF MAINTENANCE (As ammended August 1987)

### SECTION I

#### 1. ARCHITECTURAL CONTROL COMMITTEE

Except for original construction and/or development within the community of FOX RUN by the Developer, and except for purposes of proper maintenance and repair, no building, fence, wall, swimming pool or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete Plans, showing the location, nature, shape, height, material, color type of construction, and/or any other proposed form of change (including, without limitation, any other information specified by the Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color, and location in relation to surrounding structures. Subject to the same limitation for which provision is made hereinabove, no Owner shall install, build, alter or plant any lighting, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, walls, aeriels, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or make any change or otherwise alter (including any alteration in color) in any manner whatsoever, the exterior of any improvements constructed upon any lot or to combine or otherwise join two or more dwellings, or to partition the same after combination, or to make any change or alteration which will affect the Property, interest or welfare of any other Owner, or impair any servitude, until the complete Plans, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change (including without limitation any other information specified by the Committee) shall have been submitted to and approved in writing by the Committee.

#### 2. OPERATION OF COMMITTEE

The Architectural Control Committee for FOX RUN will consist of three members and will be appointed by the developer or his heirs until such time as the project is completed in its entirety and until a Home Owners Association is formed. The affirmative vote of a majority of the members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this article.

### SECTION II

#### 1. RULES AND REGULATIONS, etc.

The Committee may from time to time adopt and promulgate such Rules and Regulations regarding the form and content of Plans to be submitted for approval and may publish and/or establish such criteria relative to architectural styles or details, lot coverage, building set-backs, minimum square footage of the finished area of improvements, materials, or other matters, as it may consider necessary or appropriate. No such Rules and Regulations shall be construed as a waiver of any provision or requirement of this Act.

#### 2. PLANS

Two sets of all Plans and a Plot Plan for construction of single residences, additions, and alterations, including any accessory buildings, swimming pools and fences, and including the ground floor or slab elevation in relation to the street, shall be submitted to the Committee prior to the desired construction

starting date for approval.

### 3. APPROVALS, etc.

Upon approval by the Committee of any plans submitted pursuant to the provisions of this article, a copy of such Plans, as approved, shall be deposited among the permanent records of the Committee and a copy of such Plans bearing such approval, in writing, shall be returned to the applicant submitting same. In the event the committee fails to approve or disapprove any Plans which may be submitted to it pursuant to the provisos of this article within thirty (30) days after such Plans (and all other materials and information required by the Committee) have been submitted to it in writing, then approval will be considered to have been the subject of full compliance.

### 4. HOME OWNERS ASSOCIATION

The Home Owners Association must be formed no later than January 1, 1990, or no later than when 70% of the lots in Phase I have been sold by the developer, or with the consent of the developer or his heirs, and/or by an affirmative vote of 2/3's of the owners of lots of record. Membership in the Home Owners Association, will be mandatory for all lot owners of record, except the developer. At the time of formation of a Home Owners Association for FOX RUN ESTATES, the Architectural Control Committee will become a function under said Association, and will no longer be the responsibility of the developer.

The following real property shall be exempt from assessments created by a Home Owners Association:

- (a) The properties designed as "private streets" on the recorded plat of FOX RUN ESTATES.
- (b) Any servitudes or dedicated right-of-ways.
- (c) Any lot or position thereof or green belts which the Developer shall designate as community property and shall convey the fee simple title thereof to the Association.
- (d) Lot or lots or properties thereof leased by the Developer or the Association from owners of record to be used as community areas.

5. The Developer hereby covenants for itself, its successors and/or assigns, that it will convey in fee simple title to the Association all properties designated "private street" and community green belts on said recorded plat of FOX RUN ESTATES SUBDIVISION, no later than seventy percent (70%) of the lots in Phase I being sold, or at the time of a HOME OWNERS ASSOCIATION is formed if this be the choice of the developer.

## SECTION III

### 1. DWELLING SIZE

No dwelling shall be permitted on any lot which is smaller than 2200 square feet (heated area) in size exclusive of garages, porches, screened porches, attics, carports, breezeways, workshops or outside storage, cabanas, swimming pools, greenhouses, and gazebos.

### 2. LOCATION OF BUILDING ON LOT

Dwellings on all lots shall be constructed to face the front street. No Dwelling or other structure shall be located nearer than fifty (50) feet to the front property line nor nearer than twenty (20) feet to any interior side lot line or nearer than thirty (30) feet to any side street line. Rear building setback will be no less than thirty (30) feet from the rear property line. Maximum set back will be determined by the Committee. The two lots facing Sharp Road shall have dwellings located at the discretion of the Committee and driveways for the above two lots shall enter from Fox Run Drive only, and further, shall enter at a point reasonably beyond the split entrance portion of Fox Run Drive and must be approved by the Committee. Those lots numbered

4, 6, 18, 19, 21, and 25, which are corner lots shall be subject to a fifty (50) foot front building set back line. The Architectural Control Committee is authorized to determine which street will be considered the front of the lot and which street will be considered the side lot and if this determination is made will establish the setback lines which will reflect this. Such variances will be in writing and must be recorded in the conveyance books of the Office of the Clerk of Court, St. Tammany Parish, Louisiana.

### 3. MULTIPLE LOTS

Where a building site is comprised of more than one Lot for the purposes of these covenants, this site shall be treated as one Lot provided that all of the restrictions herein shall apply and the Owner of any Lot or Lots shall not be permitted to subdivide said lot.

### 4. USAGE

No lot shall be used for any purpose other than a single family residential purpose. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling, a private garage or carport, and other structures specifically approved by the Committee. Concrete driveways must be used. Asphalt or shells may be used with Committee approval. Shell driveways, if approved, must be kept weed-free.

### 5. OUTBUILDINGS

No garage, carport, basement, outbuilding, shack, barn, tent, trailer, kennel, pen, pet run, swimming pool, cabana, gazebo, greenhouse, storage building, or temporary structure placed or maintained on any Lot shall at any time be used or occupied as a residence, either temporarily or permanently without Committee consent. No dwelling on any Lot shall be occupied while in the course of construction until it shall comply with all the conditions set forth herein.

### 6. COMMERCIAL USE

No trade or business shall be conducted upon any lot.

### 7. CULVERTS AND DRIVEWAYS

No driveway culvert will be installed until sized as required by the Parish Department of Planning and Engineering for St. Tammany Parish and installed at an elevation, as required by the Committee. If it becomes necessary to reset a culvert to proper elevation after completion of driveway the Owner will be charged with the cost of such work. Driveways will not be constructed closer than 10 feet from side property lines without committee approval and must be concrete or asphalt.

### 8. MOBILE HOMES

Mobile homes will not be permitted to occupy lots in this subdivision except those temporarily on the premises during construction as approved by the Committee.

### 9. SERVITUDES

No construction of any nature will be permitted within drainage or utility servitudes or street right-of-ways, except for subdivision entry structures and private driveways.

### 10. MAINTENANCE

All building sites must be kept clean and clear of building and other debris.

### 11. SANITATION

It is the Owner's responsibility to provide for garbage and trash pick-up. All locations of trash receptacles to be kept clean by the owner and out of public view except on trash collection days.

12. ' DITCHES AND SWALES

Each owner shall keep drainage ditches and swales located on his lot free and unobstructed and in good repair. He shall prevent erosion on his lot. Swales should not be blocked during construction to insure adequate drainage. Owners shall plant and maintain grass in the ditch and up to the street along his lot line.

13. FIRES

No fires on individual lots will be left burning after sundown. If Owner or Builder must burn undergrowth, construction lumber, etc., the fire must be extinguished by sundown. No incinerator shall be kept on any lot after construction is complete and certificate of occupancy is issued. Subsequent burning by Owner, which shall be limited to underbrush, sticks, fallen limbs, tops of cut trees, and leaves must be with the written consent of the Developer or the Committee or the Home Owners Association.

14. WATER AND SEWAGE SYSTEMS

All owners shall be required to connect their residences to FOX RUN ESTATES water and sewage systems. No dwelling will be occupied until water and sewage system are connected.

15. FENCES LAWN AND WALLS

No fence or wall shall be constructed or allowed to remain nearer the street than at the rear corners of a dwelling. Exceptions require Committee approval. Fence or wall materials and height must be approved by the Committee.

16. SIGHT DISTANCE AT INTERSECTION

No fences, wall, hedge or shrub planting which obstructs sight lines at intersections shall be placed or permitted to remain on any corner lot. No fence, wall, hedge or shrub planting may be allowed to block the sight of any adjacent home without approval of the committee.

17. RELOCATION OF BUILDINGS

Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building on to a lot and remodeling or converting same into a dwelling unit in this subdivision.

18. SWIMMING POOLS

A site plan or survey must be submitted to the Committee showing the size, depth, and location of the pool and fencing around it. All pools must be enclosed with a fence which meets Parish codes and safety requirements and comply with paragraph 15 above. A pool is considered an accessory building as set forth in paragraph 5 above. The Developer or Committee may alter this requirement, but in all cases must approve the pool location. The filter backwash line cannot be connected to the sewer system.

SECTION IV

1. PROHIBITED USES AND NUISANCES

Except with the prior written approval of the Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the Community Facilities or Areas:

a. No noxious or offensive activity shall be carried on upon any lot or within any dwelling situated upon the property or Community Areas, nor shall anything be done therein or thereon which may or become an annoyance or nuisance to the neighborhood.

b. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, bred or maintained but not for commercial purposes. Pet owners must conform to leash laws.

c. No accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any lot or Community Areas. However, the storage of building materials and equipment shall be permitted during periods of construction, remodeling and/or renovation of any improvements located upon any lot.

d. Except as hereinelsewhere provided, no junk vehicle, commercial vehicle, trailer, truck, camper, recreational vehicle, camp truck, house trailer, boat or other machinery or equipment of any kind or character (except for such equipment and/or machinery as temporarily may be reasonable, customary and usual in connection with the maintenance of any dwelling or other improvements located upon the property and except for such equipment and/or machinery as the Committee may require in connection with the maintenance and operation of the Community Areas shall be kept upon the property nor (except for bona fide emergencies) shall the repair or extra-ordinary maintenance of automobiles or other vehicle be carried out thereon; However, this restriction shall not apply to vehicles, trailers, boats, machinery, equipment or the like stored and kept within an enclosed storage room or garage or such non-enclosed area screened from the roads as the Committee may approve in writing.

e. No lot shall be divided or subdivided and no portion of any lot (other than the entire lot) shall be transferred or conveyed for any purpose; except in those instances where the Committee approves said subdivision or revision in lot size. No portion of any dwelling (other than the entire dwelling) shall be leased.

f. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line, or cable, television cable or similar transmission line, or the like, shall be installed or maintained on any lot above the surface of the ground. No satellite dishes to be allowed except with the Committee approval.

g. No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel, or earth, except to drill a water well for domestic consumption on that lot.

h. No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, outdoor clothes dryer, storage building, playhouse, shed, cabana, pool, greenhouse, or gazebo or other buildings shall be erected, used or maintained on any lot at any time without Committee approval. The foregoing restriction shall not prohibit the maintenance of those temporary structures, trailers or the like which are necessary during the construction, remodeling and/or renovation of any improvements thereon. No such structures, trailers or the like shall be utilized for dwelling purposes and all such structures, trailers or the like shall be removed from the lot promptly following the completion of any such improvements.

i. Except for entrance sign, directional signs, signs for traffic control or safety, and such promotional sign or signs as may be maintained by the Developer or the Committee, no sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

j. No structure, planting or other material shall be placed or permitted to remain upon any lot which may damage or interfere with any servitude for the installation or maintenance of

utilities, or which may change, obstruct, or retard direction or flow of any drainage channels.

k. No dwelling or other improvements which are located upon the property shall be permitted to fall into disrepair and all such dwellings and other improvements (including lawn and other landscaped areas) shall be maintained in good condition and repair.

l. No garbage, trash or other refuse shall be dumped in any waterway or ditch upon or adjacent to any property or the Community Areas.

## SECTION V

### 1. ENFORCEMENT

In the event any violations, or attempted violations, of any of the servitudes, privileges, or restrictions contained in this Act shall occur or be maintained upon any lot or upon the Community Areas, or in the event of any other conduct in violation of any of the provisions and requirements of this Act, then the same shall be considered to have been undertaken without the approval of the Committee required herein, and, upon written notice from the Committee, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the Owner of the lot upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on premises other than the lot owned by such Member, then the Committee shall have the right, through its agents and employees (but only after a resolution of the Committee), to enter upon such lot or such property upon which the violation is being committed, to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the responsible Owner. When so assessed, a statement for the amount thereof shall be rendered to the Owner, at which time the Assessment shall become due and payable and a binding personal obligation of the Owner of such lot, in all respects and subject to the same limitations as provided in this Act. The Committee shall have the further right to enter upon and inspect any lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Act exist on such lot; and the Committee shall not be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

### 2. LIMIT OF LIABILITY

Neither an Association nor the Developer shall be liable for any failure of any services to be obtained by an Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Community Facilities or from any wire, pipe, drain, conduit or the like. Neither an Association nor the Developer shall be liable to any owner for loss or damage, by theft or otherwise, of articles which may be stored upon the Community Areas.

### 3. DURATION-AMENDMENT

Except where permanent servitudes or other permanent rights or interests are herein created, the servitudes, privileges, and restrictions of this Act shall run with and bind any land, and shall inure to the benefit of and be unenforceable by the Developer, an Association, or the Owner of any lot subject to this Act, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date of recordation of this Act, after which the said servitudes,

privileges and restrictions shall be automatically extended for successive periods of ten (10) years each, unless any instruments signed by the then Owners of a majority of the lots has been recorded, agreeing to change said servitudes, privileges and restrictions, in whole or in part. The terms and provisions of this Act, and any of the servitudes, privileges or restrictions herein contained, may be modified in whole or in part, terminated or waived, prior to or subsequent to the expiration of the thirty (30) year period aforesaid, by an act of modification, termination, or waiver signed by the then Owners of a majority of the lots and duly recorded with the Clerk of Court and Ex-Officio recorder of Mortgages and Registrar of Conveyances for St. Tammany Parish, Louisiana.

#### 4. CONSTRUCTION AND ENFORCEMENT

The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community of FOX RUN ESTATES. Enforcement of these servitudes, privileges, and restrictions shall be by any legal proceeding against any Owner violating or attempting to violate any servitude, privilege, or restriction, either to restrain or enjoin violation or to recover damages, or both; and the failure or forbearance by the Developer, an Association or the Owner of any lot to enforce any servitude, privilege or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforced, without limitation, by an Association, the Developer or by any Owner of any lot which becomes subject to the provisions hereof.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within servitudes, privileges or restrictions cannot be adequately remedied exclusively by recovery of damages. The Owners hereby agree that any such violation or attempted violation may be enjoined or abated by means of a prohibitory or mandatory injunction. In the event that the Developer or Association obtains an injunction from a court of proper jurisdiction, no bond or other security shall be required in connection therewith, any such requirement in connection therewith being waived.

#### 5. INCORPORATION BY REFERENCE ON RESALE

In the event any Owner sells or otherwise transfers any lot or dwelling, any act of sale or contract to sell purporting to effect such transfer shall contain a provision incorporating by reference this Act. However, the failure to so incorporate by reference, shall not in any way impair the enforceability of these provisions in connection with the subsequent ownership of any lot.

#### 6. NOTICES

Any notice required to be sent to any Member or Owner under the provisions of the Act shall be deemed to have been properly sent when mailed, by ordinary mail, postage prepaid, to the last known address of Owner as shown on the records of the Developer at the time of such mailing.

#### 7. NO DEDICATION TO PUBLIC USE

Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Community Facility or Area by any Governmental Authority and no Governmental Authority shall have any responsibility or liability for the maintenance or operation of any said Community Facilities or Areas.

#### 8. SEVERABILITY

Invalidation of any one of these servitudes, privileges or restrictions by judgment, decree or order shall in no way affect

any other provision hereof, each of which shall remain in full force and effect.

9. CAPTIONS

The captions contained in this Act are for convenience only and are not part of this Act and are not intended in any way to limit or enlarge the terms or provisions of this Act.

10. ATTORNEY FEES

In the event of the violation of any of the provisions of this Act, the party in breach shall be liable, in addition to all other sums, for reasonable attorney fees incurred by the successful party in enforcing the provisions of this Act.

The Clerk of Court for the Parish of St. Tammany is requested to make a note of this amendment in the margin of her records at COB 1242 folio 895 to serve as occasion may require.

THUS DONE AND PASSED in my office in Mandeville, Louisiana on the day, month and year hereabove written in the presence of two competent witnesses, hereunto undersigned with appearers and me, Notary, after reading of the whole.

WITNESSES:

Seah C. Russell  
(Miss Russell)

G. ROGERS SMITH

HARRIET S. SMITH

JAMES S. SMITH

NANCY ASBERRY SMITH

Notary Public  
NOTARY PUBLIC

Notary Public  
NOTARY PUBLIC

SECOND SUPPLEMENTARY AND  
AMENDING ACT TO ACT CREATING  
RESTRICTIONS AND AGREEMENT OF  
MAINTENANCE

Please Certify Stamp and Return to

James G. Coate, Jr., UNITED STATES OF AMERICA

STATE OF LOUISIANA

BY: G. ROGERS SMITH, ET UX

FOR: FOX RUN ESTATES SUBDIVISION

PARISH OF ST. TAMMANY

BE IT KNOWN, on this 15th day of April, 1988.

BEFORE ME, JAMES G. COATE, JR., Notary Public, in and for the Parish of St. Tammany, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

HARRIET SIPPLE, wife of/and G. ROGERS SMITH

both persons of the full age of majority, residents of the Parish of St. Tammany, State of Louisiana, who declared unto me, Notary, that HARRIET SIPPLE SMITH has been married but twice, first to Emory Gene Rich from whom she was divorced on August 14, 1956 in Proceedings #15325 in Brevard County, Florida; and second to G. Rogers Smith, with whom she is presently living and residing; G. ROGERS SMITH has been married but twice; first to Margaret Ficquette from whom he was divorced on November 17, 1949 in the Circuit Court for the 9th Judicial Circuit, Proceedings #22659 in Orange County, Florida; and second to Harriet Sipple Smith with whom he is presently living and residing;

NANCY ASBURY, wife of/and JAMES SIPPLE SMITH

both being persons of the full age of majority and residents of the Parish of St. Tammany, State of Louisiana, who declared unto me, Notary, under oath, that they each have been married but once and then to each other, presently living and residing;

MICHAEL ALEXANDER, wife of/and JAMES DOUGLAS MURRAY

both being persons of the full age of majority and residents of the Parish of St. Tammany, State of Louisiana, who declared unto me, Notary, under oath, that they each have been married but once and then to each other, presently living and residing;

MAGDOLNA ROZALIA MATE, wife of/and MAX ADOLF WILLI REIHER

both being persons of the full age of majority and residents of the Parish of St. Tammany, State of Louisiana, who declared unto me, Notary, under oath, that Magdolna Rosalia Mate has been married but twice, firstly to Martin Benkovics who is now deceased, and secondly to Max Adolf Willi Reiher with whom she is presently living and residing; Max Adolf Willi Reiher has been married but once and then to Magdolna Rosalia Mate with whom he is presently living and residing;

who declare as follows:

I

Appearer did enter into an act creating "Restrictions and Agreement of Maintenance" (hereinafter referred to as "Instrument"), dated January 8, 1986, recorded in COB 1242 folio 395 of the official records of St. Tammany Parish, Louisiana, amended by the First Supplementary and Amendment dated August 18, 1987 and recorded in COB 1319 folio 196 of the official records of St. Tammany Parish, Louisiana.

INSTR. # 584740

II

Section III "Dwelling Size" of the Instrument provides:

"No dwelling shall be permitted on any lot which is smaller than 2200 square feet (heated area) in size exclusive of garages, porches, screened porches, attics, carports, breezeways, workshops or outside storage."

III

Appearer desires to, and does hereby amend the Instrument by changing Section III "Dwelling Size" to read as follows:

"No dwelling shall be permitted on any lot which is smaller than 2700 square feet (heated area) in size exclusive of garages, porches, screened porches, attics, carports, breezeways, workshops or outside storage."

IV

All other provisions of the Instrument shall remain in full force and effect. The second amendment of the Restrictions herein shall not be retroactive and shall bind conveyances dated after the date hereof. Any and all record owners of lots prior to the date of the second amendment shall be allowed to construct dwellings under the original restrictions and need not comply with the second amendment as stated herein.

V

Appearer is the owner/developer of more than 50% in land area of the property and has full authority to amend these restrictions as per Section IV Duration-Amendment.

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 competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after due reading of the whole.

WITNESSES:

Theresa L. Ellzey  
THERESA L. ELLZEY  
Stephanie J. Darcey  
STEPHANIE J. DARCEY

Harriet Sipple Smith  
HARRIET SIPPLE SMITH  
G. Rogers Smith  
G. ROGERS SMITH

N/A  
NANCY ASBURY SMITH

N/A  
JAMES SIPPLE SMITH

Michael Alexander Murray  
MICHAEL ALEXANDER MURRAY

James Douglas Murray  
JAMES DOUGLAS MURRAY

Magdolna Rozalia Mate Reiher  
MAGDOLNA ROZALIA MATE REIHER

Max Adolf Willi Reiher  
MAX ADOLF WILLI REIHER

James G. Coate, Jr.  
JAMES G. COATE, JR.  
NOTARY PUBLIC

STATE OF LOUISIANA  
PARISH OF ST. TAMMANY  
I hereby certify that the above is a true and correct copy of the original as recorded in M03 1000  
1340 FOLIO 611 of the original