

See COB 1342 p. 740 - Amended

322306

ACT IMPOSING PROTECTIVE COVENANTS AND BUILDING RESTRICTIONS
AND DEDICATING STREETS TO THE PUBLIC
EDEN ISLES SUBDIVISION, UNIT FIVE (phase one)

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BEFORE ME, Stephen A. Duczer, a Notary Public duly commissioned and qualified in and for the State and Parish aforesaid, personally came and appeared:

LEISURE, INC., a corporation organized under the laws of the State of Louisiana, appearing herein by and through David Burk, its President, duly authorized by resolution of the Board of Directors of said corporation, dated March 8, 1974, a certified copy whereof is recorded in COB 725 folio 336 of the official records of St. Tammany Parish, Louisiana;

which declared as follows:

It is the owner of certain property located in Sections 26, 27 and 44, Township 9 South, Range 14 East, situated in St. Tammany Parish, Louisiana, South of Slidell, Louisiana and North of Lake Pontchartrain and located East of U. S. Highway 11; that it has caused said property to be surveyed and subdivided by Albert A. Lovell, Civil Engineer, and said Civil Engineer has prepared a plat of the subdivision and the survey conducted by him under the title of "EDEN ISLES SUBDIVISION, UNIT NO. 5 Phase One", consisting of four sheets. According to said survey, said subdivision consists of one hundred sixty-eight (68) lots, being Lots numbered 1 through 168 consecutive and inclusive. Said Leisure, Inc., does hereby and by these presents ratify and confirm said subdivision and does dedicate all streets shown thereon as public thoroughfares to be used by the public for rights of passage, and in particular said Leisure, Inc. does hereby dedicate to the public those certain streets designated as Pebble Beach, Lakelawn Drive, Cape Coral, all as located and shown on said subdivision map.

ST. TAMMANY PARISH
STATE OF LOUISIANA
NOTARY PUBLIC
STEPHEN A. DUCZER
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RECORD

The rear boundary of lots 43 through 88 located in the subdivision is located at the centerline of a canal. A portion of the canal is located on a portion of the said canal lots themselves. That portion of each lot which is shown located in the canal right-of-way is hereby dedicated as a common right-of-way or servitude of passage for the mutual benefit and use as a right-of-way of passage of all owners of property located in Eden Isles Subdivision, all units, together with their guests and invitees. All present and future owners of these lots located in this subdivision whose property or portions thereof are subject to this servitude or right-of-way of passage for a canal agree to utilize said canal in such a manner as to refrain from interfering with the peaceful use of

said canal by other property owners whose property also adjoins and connects to said canal; they furthermore agree to erect no obstruction in said canal or body of water, except as may be specifically allowed by these covenants, and to deposit no trash, debris, or rubbish therein, and to cooperate as much as possible in keeping said canal in a clean and sanitary condition, and to do nothing which would obstruct the free flow of boat traffic through said canal.

The rear boundary lines of Lots 15 through 42, and of Lots 89 through 109, and of Lots 114 through 120, and of Lots 123 through 127, and of Lots 129 through 132, and of Lots 135 through 152, and of Lots 158 through 162, inclusive, are located within golf course lakes and the present owners of these lots and all future owners whose property adjoins these lakes agree to utilize the area within the golf course lakes in such a manner as to refrain from interfering with the peaceful use of these lakes by other owners whose property also adjoins these lakes. That portion of each lot which is shown located within these lakes is hereby dedicated as a common right-of-way or servitude of passage for the mutual benefit and use as a right-of-way of passage of all other owners of property whose property also adjoins said lakes, together with their guests and invitees. All present and future owners of these lots located in this subdivision whose property or portions thereof is subject to this servitude or right-of-way of passage agree to utilize said lakes in such a manner as to refrain from interfering with the peaceful use of said lakes by other property owners whose property also adjoins and connects to said lakes; they furthermore agree to erect no obstruction in said lakes, except as may be specifically allowed by these covenants, and to deposit no trash, debris, or rubbish therein, and to cooperate as much as possible in keeping said lakes in a clean and sanitary condition and to do nothing which would obstruct the free flow of boat traffic in or through said lakes.

The appearer, Leisure, Inc., furthermore declares that it is its intention to sell the lots located in said subdivision, and that in each and every deed it shall reserve all the oil, gas and mineral rights in, to and under said property, including the streets dedicated thereon, but it agrees to refrain from exercising this mineral servitude in such a manner as to prohibit the use of the surface thereof by the owners for normal residential purposes. All persons accepting deeds from the appearer to any lot located in the subdivision shall accept same subject to this mineral reservation in the same manner as if said mineral reservation had been copied in their respective deeds.

The appearer furthermore declared that it is its intent and purpose in creating and imposing the building restrictions and conditions which are

attached hereto as Exhibit "A" so that said restrictions shall affect the property herein described as covenants running with the land; that the restrictions and conditions contained therein shall apply to and affect each and all lots in the aforesaid subdivision and shall serve as covenants running with the land, binding upon each and all of the transferees of each and all of the lots affected thereby, and their heirs and assigns, in accordance with the terms hereof.

The building restrictions and conditions imposed hereby are described in Exhibit "A", attached hereto and made a part hereof.

The acceptance, tacitly or in writing, by any person of a deed to any of the property herein described to which these restrictions and conditions are made applicable, or the execution by any such person of a contract to purchase any such property, shall constitute a full acceptance of these restrictions and conditions on the part of the purchaser, the vendee, or their heirs and assigns; and it is specifically stipulated that these restrictions and conditions and each of them may be enforced by any party at interest by means of a writ of injunction or other legal remedy (including the right to demand specific performance) in any court of competent jurisdiction. Any one or all of these restrictions may be amended, altered or eliminated in whole or in part, or new and additional restrictions may be added or supplemented thereto at any time, with the consent thereto in writing of the owners at that time of fifty (50%) per cent of the lots to which these restrictions sought to be affected is made applicable. If any one of these restrictions should be declared invalid or unenforceable by any court of competent jurisdiction, such invalidity shall not affect the remaining restrictions which shall remain in full force and effect.

THUS DONE AND PASSED in my office in Slidell, Louisiana, on this 15th day of August, 1974, 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:

Barbara W. Perez
Barbara W. Perez

Genie K. Gibbs
Genie K. Gibbs

LEISURE, INC.

BY: David Burk
David Burk

Stephen A. Duczer - Notary Public

RESERVATIONS, RESTRICTIONS AND CONDITIONS

EDEN ISLES, UNIT FIVE (Phase One)

1. ARCHITECTURAL CONTROL

No construction on any lot or lots shall be permitted without written approval of the Eden Isles Architectural Committee.

Prior to commencement of construction of any kind or nature, detailed plans and specifications shall be submitted to the Eden Isles Architectural Committee requesting written approval therefor.

No grading, building or structure of any kind or character or construction work thereon, shall be commenced, erected, placed or altered on any of said property or portion thereof until the plans and specifications and a plot plan showing the location of the structure or structures and all other proposed improvements, parking areas, landscaped areas, fencing and walls have been approved by the Architectural Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and location with respect to topography and finished grade elevation as well as general overall appearance and design.

2. ARCHITECTURAL COMMITTEE

The Eden Isles Architectural Committee shall consist of five members appointed by the Dedicator of said Unit Five, its successors or assigns, and shall be for terms of one year and until their successors are annually selected at a meeting of the owners of lots in said Unit Five to be held at 11:00 A.M. on the second Monday each January, at a place in Eden Isles after written notice thereof has been mailed by the Chairman of the Committee, postage prepaid, to the lot owners designating the place of the meeting; three members will be appointed by the dedicator and two elected by the lot owners, such owners to have the right to one vote in such selection for each lot owned. Any plans submitted to the architectural committee which are not acted upon within 30 days shall be considered approved.

The Eden Isles Architectural Committee shall have the power to make, alter, revise and promulgate such rules and regulations as it may, from time to time, deem appropriate to enforce and carry out the purposes of these Reservations, Restrictions and Conditions. The Committee shall also have the power and right to charge and collect fees for the review of plans and specifications and for inspection for and enforcement of compliance with these Reservations, Restrictions and Conditions and its rules and regulations.

The Committee or any of its authorized representatives shall have the right to enter upon any lot and inspect any and all construction thereon for compliance with these Reservations, Restrictions and Conditions and its rules and regulations.

3. LAND USE AND BUILDING TYPE

The established grade of lots shall not be raised or altered so as to adversely affect adjacent property owners. Each building will have a first floor elevation of not less than 8 feet nor more than 10 feet above mean sea level except that a carport or garage or recreation rooms can be built under the residential structure, so long as the supports and area under the residence are screened by a masonry wall or other material acceptable to the Architectural Committee.

Lots 1 through 168 shall be used only for residential purposes. No building shall be erected or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height with private garage or carport.

Only one main structure shall be constructed on any one lot. Each dwelling structure must include a 2 car private garage or carport. Other appurtenances and out buildings incidental to residential use of said lots shall be permitted. A house or structure of any nature may not be moved onto any lot.

"Ne Varietur" - Exhibit A for identification with an act imposing restrictive covenants and dedication of streets passed before me this 15th day of August, 1974.

Stephen A. Duczer- Notary Public

Boat docks may be constructed on lots 15 through 109 and on lots 114 through 120 and on lots 123 through 127 and on lots 129 through 132 and on lots 135 through 152, and on lots 158 through 162; but on lots 43 through 88 said docks may only extend ten feet into the rear easement provided for the canal, and on lots 15 through 42 and on lots 89 through 109 and on lots 114 through 120 and on lots 123 through 127 and on lots 129 through 132 and on lots 135 through 152 and on lots 158 through 162 said docks may only extend five feet into the lakes forming a part of or adjoining said lots. Boat houses and/or boat slips may be constructed only on lots 43 through 88 but said boat houses and/or boat slips may not be built to extend into the rear easement provided for the canal. Boat houses must be constructed to conform to the restrictions and design of the main structure, and they must be finished on the exterior with siding, brick, or other acceptable materials. No metal roofs will be acceptable. Boat houses will be subject to the approval of the Architectural Committee.

No residence shall be constructed on a lot smaller than shown on the Eden Isles Subdivision official plat, Unit Number Five (Phase One).

A purchaser desiring to buy more than one lot may be permitted to erect one large residential structure on two or more lots, and the remaining fractional lots shall be subject to the restrictions applying to a single lot.

No resubdivision creating any lot with a street frontage of less than 70 feet shall be permitted.

4. BUILDING SIZE AND LOCATION (MINIMUM SIZE AND SETBACKS)

The main single family residential building shall contain no less than 1,800 square feet, exclusive of carport, garages, patios, verandas, or any other auxiliary construction incidental to the main residence.

No part of any main building shall be constructed closer than 25 feet to the front property line, nor closer than 25 feet to the rear canal bulkhead, or lake shore line, whichever is applicable, nor closer to either side property line than 5 feet.

The 2 car garage or carport shall be considered part of the main building for the computation of set backs and the same minimum distances from the property line shall apply. No carport may be used for open storage of any articles or materials within view of other lot owners and the community in general.

5. LANDSCAPING

Within ninety (90) days after completion of construction of any improvement on any portion of a lot in Unit Five (Phase One), all unused ground area on said portion shall be planted with ground cover, plants, shrubberies, and trees as shown on a landscaping plan to be submitted to and approved by the Architectural Committee (as provided in Paragraphs 1 and 2 hereof) before commencement of planting. The maturity of all proposed plants shall be shown on said landscaping plan. Said landscaping when completed shall thereafter be maintained and kept free of leaves, rubbish and debris by the owners of said property. A minimum of three trees per lot, each tree to be 10 feet or more in height, shall be planted as a part of said landscaping plan.

6. FENCES

No fence or wall shall be constructed or altered or allowed to remain on any lot in front of the minimum building setback line, unless approved by the Eden Isles Architectural Committee. Fences or walls must conform generally to the design and architecture of the dwelling to be enclosed, and plans showing location and details of fences or walls must be approved by the architectural committee prior to erection of said fence or wall.

7. SERVICES

All additional services not already provided, such as auxiliary telephone, electric power, sewers, drains and water pipes, shall be placed underground from the property line to the building, except meters required to be above ground by utility companies.

Each residence constructed will install, provide electric energy and maintain one (1) 100 watt mercury vapor lighting fixture on a 9-foot steel pole in a line 5 feet inside the front property line to correspond to an overall plan and pattern to provide an esthetical and security lighting system. Any pole lamp acceptable to the Architectural Committee may be used.

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Stephen A. Ducker - Notary Public

Energy sources for fixed improvements not provided by the developer will be a responsibility of the purchaser. Any storage or distribution of other energy must be approved by the Eden Isles Architectural Committee.

8. EASEMENTS

Easements for installation of utilities and drainage facilities are reserved as shown on the official plat of Eden Isles Subdivision, Unit Five (Phase One) of record. Eden Isles shall have the right to require that all servitudes and easements be kept unfenced and cleared and Eden Isles shall have access thereto for installation and maintenance of any and all utility services.

The Developer reserves for itself, its successors and assigns, for the benefit of the adjoining land used as a golf course, an easement over residential property adjoining such golf course to enable players and the operators of the golf course to retrieve golf balls.

9. VEHICLES

No trucks, trailers, automobiles or other commercial vehicles bearing advertisements shall be parked or stored on residential property or on streets or roadways, except when making deliveries, except that if such vehicle is kept within a garage or fenced or screened service yard out of sight of public areas it may be permitted.

No trucks, trailers, campers, vessels or other vehicles nor any private automobiles in non-operative condition shall be parked or left on any lot or any public street for a period in excess of 48 hours, except that if such vehicle or trailer or vessel is kept within a garage or fenced or screened service yard out of sight of public areas it may be permitted.

Overnight parking on public streets will not be permitted. Sufficient offstreet parking shall be provided by purchasers for residents and visitors or employees.

10. TRASH AND GARBAGE RECEPTACLES

Trash and garbage receptacles shall be covered at all times, except during collection or disposal, and maintained in a sanitary condition. All trash and garbage receptacles and any on site disposal shall be screened from view of public streets, canals or neighbors within a fenced service yard enclosed by a 6 foot high fence approved by the Architectural Committee.

11. LIVESTOCK AND POULTRY

No livestock or poultry shall be kept on the premises.

12. TEMPORARY HOUSING

No temporary house, trailer, house-trailer, tent, garage, shack, barn, truck or any temporary structure shall be used as a residence or commercial place of business on any lot at any time, either temporarily or permanently, or shall be placed or erected on said lots, and no dwelling shall be occupied in any manner at anytime prior to its completion.

The work of constructing a building shall proceed diligently.

13. SIGNS AND NUISANCES


No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot, nor shall the lots be used in any way for any purpose which may endanger the health or unreasonably disturb the holder of any other property. No illegal, obnoxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or community. One sign, not to exceed 18 by 24 inches advertising the property for sale, shall be permitted.

14. MAINTENANCE

For the purpose of keeping the subdivision in an orderly condition at all times, each lot owner shall maintain his lot in a presentable condition, keeping the grass and overgrowth trimmed neatly.

No unsightly boxes, cans, rags or other debris shall be stored or kept or allowed to accumulate on the property within view of other lot owners and the community in general.

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Stephen A. Duczer - Notary Public

15. SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction at such sight lines.

16. TERMINATION

These covenants shall run with the land and shall be binding on all lots and the owners thereof in the said subdivision and on all persons claiming under them, until December 31, 2000, after which they shall be automatically extended for successive periods of 10 years, unless an instrument in writing signed by a majority of the then owners of any lots in Unit Five (Phase One) of Eden Isles Subdivision is filed for record in the office of the Clerk of Court of St. Tammany Parish, Louisiana, modifying or terminating the same.

17. ENFORCEMENT

Enforcement of these restrictions may be by proceedings at law or equity, and against any person or persons violating or attempting to violate any provision herein contained, either to restrain violation or to recover damages. Every owner of one or more lots in said subdivision and/or the Eden Isles Architectural Committee shall be vested with the right to institute and prosecute proceedings to enforce the provisions contained herein.

18. SEVERABILITY

The invalidation of any one or more to these covenants by judgment or court decree shall in no wise affect the other covenants herein, which shall remain in full force and effect.

19. No building shall be deemed completed until all conditions required by the Eden Isles Architectural Committee have been satisfactorily met.

The Architectural Committee shall have the right to mitigate these restrictions and conditions when reasonably requested to do so because of extenuating circumstances, but only if it deems that said mitigation and construction so allowed shall not be detrimental to the general appearance and safety of Eden Isles as a whole, and that the structure allowed thereby will be in harmony with surrounding structures.

The rear boundary of lots 43 through 88 is located at the centerline of a canal, and the present owners of this property and all future property owners whose property adjoins this canal agree to utilize said canal in such a manner as to refrain from interfering with the peaceful use of said body of water by other property owners whose property also adjoins said canal.

The rear boundary lines of lots 15 through 42 and of lots 89 through 109 and of lots 114 through 120 and of lots 123 through 127 and of lots 129 through 132 and of lots 135 through 152 and of lots 158 through 162 are located within golf course lakes, and the present owners of these lots and all future owners whose property adjoins these lakes agree to utilize the area within the golf course lakes in such a manner as to refrain from interfering with the peaceful use of these lakes by other owners whose property also adjoins these lakes.

Each lot owner agrees to erect no obstruction in any canal or body of water and to deposit no trash, debris, nor rubbish therein, and to cooperate as much as possible in keeping said canals and/or lakes in a clean and sanitary condition and to do nothing which would obstruct the flow of boat traffic through said canals or bodies of water.

To enhance the value, desirability, attractiveness and safety of the entire Eden Isles Subdivision, the following restrictions shall run with the real property and apply specifically to the wharfage area, which is defined as the area at the rear of

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Stephen A. Duczer - Notary Public

each lot which separates the land and water areas, for the purpose of construction and use of a wharf or wharves, boat slip, or similar structures for the purpose of storage or other accomodation of purchasers' private boats which shall be used only for non-commercial, recreational purposes.

1. No boat shall be used as a residence and no boat shall be lived in while in the wharfage area.
2. Nothing shall be done or kept in the wharfage area which would be a violation of these reservations, restrictions and conditions.
3. There shall be no construction, structural alteration or removal of any wharf, boat slip or other structure in the wharfage area without the prior written approval of the Architectural Committee as established by these reservations, restrictions and conditions. The Architectural Committee shall approve proposals or plans and specifications, submitted for its approval, only if it deems that the construction, alterations, or additions contemplated thereby in the location indicated will not be detrimental to the appearance of the wharfage area of Eden Isles as a whole, and that the appearance of any wharf, boat slip or other structure affected thereby will be in harmony with the surrounding wharves, boat slips and other structures.
4. The Architectural Committee may issue rules or guidelines setting forth factors that it will take into consideration in reviewing submissions.
5. Each owner shall at all times keep the wharf, canal bulkhead, boat slip and all other structures within the wharfage area in a good state of repair and maintenance.
6. Boat slip, float, wharf or other structure construction within the wharfage area, including all deck surfaces, flotation materials, framing, hardware, gangways, lumber, electrical and plumbing installations, and pilings, lockers and flagpoles must be of first quality, first-class appearance.

No motorboats (motor-driven or motor-powered) of any type or character shall be permitted in any of the Golf Course Lakes in this unit of subdivision and each lot owner assumes the responsibility of his, her, or its guests in this respect.

"Ne Varietur" - Exhibit A for identification
with an act imposing restrictive covenants and
dedication of streets passed before me this 15th
Day of August, 1974



Stephen A. Duczer - Notary Public

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Filed for record August 19th, 1974
Truly recorded August 19th, 1974


Clerk of Court & Ex-Officio Recorder

AMENDMENT TO ACT IMPOSING PROTECTIVE COVENANTS
AND BUILDING RESTRICTIONS AND DEDICATING STREETS TO THE PUBLIC

EDEN ISLES SUBDIVISION, UNIT FIVE (Phase One)

STATE OF LOUISIANA

PARISH OF ORLEANS

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BEFORE ME, a Notary Public duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared:

LANDMARK CAPITAL, INC. (formerly Landmark Land Development Corp.), a Louisiana corporation, appearing by and through Taylor J. Casey its duly authorized Vice President, (hereinafter "Landmark") by virtue of a resolution adopted by the Board of Directors of said corporation at a meeting held on April 15, 1988 a certified copy of which is attached hereto who declared as follows:

WHEREAS, Landmark is the owner of one hundred and one (101) lots of the total of one hundred fifty-five (155) lots situated in Eden Isles Subdivision, Unit 5, Phase 1, St. Tammany Parish, Louisiana (hereinafter the "Landmark Lots"), as such subdivision is shown on the plats of 1) B & D Contractors, Inc. filed under Map File #1702 of the Official Records of St. Tammany Parish and of 2) J. J. Krebs & Sons, Inc. dated November 8, 1982 and filed

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under Map File #827B in the Official Records of the Parish of St. Tammany (the Landmark Lots together with the remaining lots situated in said subdivision being hereinafter sometimes referred to as the "Unit 5 Property");and

WHEREAS, by Act Imposing Protective Covenants and Building Restrictions and Dedicating Streets to the Public, (hereinafter the "Act") dated the 15th day of August, 1974, and registered on the 19th day of August, 1974 at COB 737, folio 630 of the Official Records of the Parish of St. Tammany, Leisure, Inc. as the then-owner of the Unit 5 Property, imposed certain covenants, conditions and restrictions thereon that were attached to the Act as Exhibit A (the "Restrictions"); and

WHEREAS, by Act of Sale dated the 19th day of March, 1987 and registered in COB 1297, folio 8 in the Official Records of St. Tammany, Landmark acquired the Landmark Lots and thereby succeeded to all rights, title and interest of its predecessors in title in and to the said lots; and

WHEREAS, by Assignment and Assumption Agreement dated the 19th day of March, 1987, Landmark was assigned certain rights with respect to the entire Eden Isles property, including, without limitation, those rights, benefits, title and interests of its predecessors in title in and to the Act; and

WHEREAS, the Act provides that any one or all of the Restrictions may be amended, altered or eliminated in whole or in part with the consent thereto in writing of the owners at that time of fifty percent (50%) of the lots to which the Restrictions are applicable; and

WHEREAS, Landmark, as owner of fifty percent (50%) of the lots comprising the Unit 5 Property, now desires to amend the Act by eliminating certain of the Landmark Lots from the coverage of the Restrictions, specifically, lots 95A, 96A, 98A, 99A, 100A, 101A, 102A, 104A, 105A, 106A, 107A, 108A, 109A, 110A, 111A, 112A, 113A, 114A, 115A, 116A, 118A, 119A, 120A, 122A, 123A, 124, 125A, 126A, 128A, 129A, 131A, 132A, 133A, 134A, 135A, 137A, 138A, 139A, 141A, 142A, 143A, 145A, 146A, 147A, 149A, 150A, 151A, 152A, 153A, 154A, 155A, 155B, 156A, 157A, 159A, 160A, 161A and that portion of lot 162A more fully described as :

A certain piece or portion of ground situated in the State of Louisiana, Parish of St. Tammany, Eden Isles Subdivision, Unit 5, Phase I being designated as a portion of Lot 162A and more fully described as follows:

Commence at the intersection of the easterly right-of-way line of Pebble Beach and the southerly right-of-way line of Lake Lawn Drive. Measure thence S56 degrees 35'44"E along the southerly line of Lake Lawn Drive a distance of 150'; thence S31 degrees 35'05"W a distance of 150.08'; thence S56 degrees 35'44"E a distance of 162.95'; thence in an easterly direction along the arc of a curve to the left having a radius of 300' a distance of 180.64'; thence N88 degrees 54'16"E a distance of 288.01' to the point of beginning. Thence from the point of beginning measure N01 degrees 05'44"W a distance of 146.93'; thence N88 degrees 54'16"E a distance of 35.99'; thence S01 degrees 05'44"E a distance of

158.04'; thence N73 degrees 56' 10"W a distance of 37.67' to the point of beginning.

All as more fully shown on a plan by J. J. Krebs & Sons, Inc., dated March 3, 1988.

(hereinafter the "Lots").

NOW THEREFORE, this Amendment witnesseth:

The Lots shall be, and hereby are, eliminated and removed from all terms, conditions and provisions of the Restrictions, the Restrictions to have no further force and effect with respect to the Lots.

Except as expressly set forth herein, the Act and the Restrictions shall remain in full force and effect and unamended.

THUS DONE AND PASSED in my office in New Orleans, Louisiana, on this 9th day of May, 1988, in the presence of the undersigned competent witnesses, who hereto sign their names with the said appearer and me, Notary, after due reading of the whole.

WITNESSES:

Leonard M. Senac
Shawn S. Ducau

LANDMARK CAPITAL, INC.

By: Taylor J. Long

Allen W. Winkler
NOTARY PUBLIC

ALLEN W. WINKLER
NOTARY PUBLIC
JEFFERSON PARISH, LOUISIANA
COMMISSION ISSUED FOR LIFE

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Filed for record May 16, 1988
Truly recorded May 16, 1988
Carol A. Willie, D. Clerk
Clerk of court & Ex-Officio Recorder