

AMENDMENT OF
THIRD ACT AMENDING AND MODIFYING
THE DEED RESTRICTIONS AND
COVENANTS FOR MARIGNY TRACE
SUBDIVISION ADDING
MARIGNY TRACE, PHASE 3 TO THE
EFFECTS THEREOF AND MAKING
OTHER CERTAIN AMENDMENTS

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BY: MONTEREY DEVELOPMENT CO., INC.

BE IT KNOWN, that on this 25th day of March, 1998.

BEFORE ME, the undersigned Notary Public, in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

MONTEREY DEVELOPMENT CO., INC., a corporation organized under the laws of the State of Louisiana, domiciled in St. Tammany Parish, Louisiana, represented herein by its duly authorized undersigned agent, authorized by resolution of the Board of Directors, previously filed with the Clerk of Court, St. Tammany Parish; the mailing address of which is 139 Bodet Lane, Covington, Louisiana 70433. (hereinafter "Developer").

WHO AFTER BEING DULY SWORN, did declare and say that Developer did amend and modify the master deed restrictions for Marigny Trace Subdivision, so as to add Phase 3 to the effects of the restrictions and in other regards, and that the said Amendment/Modification was recorded with the Clerk of Court, St. Tammany Parish as COB Instrument No. 936564 and 1046368.

AND WHO DECLARED, that Developer does hereby and by these presents amend and modify the said restrictions for Phase 3 Marigny Trace previously filed as Instrument No. 936564 and 1046368, as follows, with regard to all lots in Marigny Trace Subdivision, Phase 3 (subject to any amendments to the original restrictions heretofore), and this Amendment and Modification shall be deemed to run with and bind all lots in Marigny Trace, Phase 3 and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

Now therefore the following Amendment and Modification is adopted and applied to all lots in Marigny Trace Subdivision, Phase 3, Township 8 South, Range 11 East, and Section 44, Township 8 South, Range 12 East, St. Tammany Parish, all as is more fully shown on the final subdivision plat of Kelly J. McHugh & Assoc., Inc., dated as thereafter revised, which phase contains 33

DT. REG # 796,148
Inst # 1088061
FILED ST. TAMMANY PAR
03/26/1998 01:55:00PM tbt
COB_X_ MOB___ MI___

residential lots, and which was approved by the proper parish authorities and thereafter filed with the Clerk of Court, St. Tammany Parish as Map File No. 1532.

AND WHO DECLARED, that Developer does hereby and by these presents amend and modify the said restrictions previously filed in as Instrument No. 936564 and 1046368, so as to add to the effects of said restrictions, all lots in Marigny Trace Subdivision, Phase 2 and Phase 3 restrictions, all lots in Marigny Trace Subdivision, Phase 2 and Phase 3 subject to any amendments to the original restrictions heretofore made or which may be made hereafter. In so doing, all lots shown on the said referenced plat shall be held, conveyed, hypothecated, encumbered, sold, leased, rented used, occupied, and owned subject to the said conditions, covenants, privileges, restrictions, and contractual rights and obligations set forth therein, all of which are declared to be in aid of a plan for the improvement of the said property shown on the said plat of subdivision described herein.

These Deed Restrictions and Covenants shall be deemed to run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

By reference to the other restrictions now in place, the original "base" restrictions are adopted and applied to Marigny Trace Subdivision, except as follows:

1. Minimum Building:

Section XI, 3 of the restrictions is amended to provide for and require a minimum square footage of 1,800 square feet of living area. In all other respects, said section remains as originally written.

2. Deposits:

The MTACC shall require, unless deferred or waived, a deposit for the faithful performance of each builder to perform the plans and install the proper invert of all ditches and other items approved by the MTACC.

3. Trees:

The Lot Owner (Contractor) shall plant two (2) trees selected by the MTACC in the front yard of each interior lot, and four (4) trees on a corner lot, i.e. two (2) trees in the front yard and two (2) trees in the side

yard parallel to the street.

- a. The location, size, method and manner of planting the trees shall be specified by the Architectural Committee.
- b. In addition there must be two (2) other trees in the front yard ten (10) feet tall three (3) inches Caliper measured 12 inches from the ground upon completion of a new home...Wax Myrtles Do Not Count.

4. Mailboxes:

All mailboxes in the Property shall be of a standard design previously approved by the Architectural Control Committee. The mailbox design approved by the Architectural Control Committee shall be paid for by the Owner of the new home prior to move in. A contractor to be identified by the Architectural Control Committee will install the mailboxes.

5. Parking:

The parking of trailers, boats or recreational vehicles will not be allowed on a lot, unless it is parked inside an enclosed garage or within a fenced backyard and the fence enclosure has been approved by the Architectural Review Committee.

6. Culverts:

All culverts are to be installed by a culvert contractor chosen by the Architectural Control Committee at Homebuilder's expense and are to extend four (4) feet past the driveway on either side.

AND NOW, Developer request that the Clerk of Court record this amendment to serve as may hereafter be required.

THUS DONE AND PASSED, in the presence of me, Notary, and that of the undersigned competent witnesses, after reading the whole, and for the purposes stated herein this 25th day of March, 1998, Covington, Louisiana.

WITNESSES:

[Signature]
[Signature]

MONTEREY DEVELOPMENT CO., INC.

BY:
AGENT

[Signature]
[Signature]
 NOTARY PUBLIC