

131139
J. F. ROY

TO

FLOWERS ESTATE

RESTRICTIONS

State of Louisiana, Parish of Orleans. City of New Orleans. Be it known, that on this Sixth day of June in the year One Thousand Nine Hundred and Fifty six, Before me, JOHN F. STAFFORD, a Notary Public, duly commissioned and qualified in and for the Parish of Orleans, State of

Louisiana, and in the presence of the witnesses hereinafter named and undersigned, Personally came and appeared; J.F. ROY, of the full age of majority, who declared under oath unto me, Notary, that he is a resident of the Parish of Orleans, State of Louisiana, and that he has been married but once and then to Hazel Voncell Livingston, with whom he is now living and residing, who declared that he owns the following described property on which it is desired to impose the hereinafter described restrictions;

PROPERTY -- Lots 1 through 417, Flowers Estate, North 1/2 of Section 47, Township 7 South, Range 11 East, St. Tammany Parish, State of Louisiana, or more fully shown on plan and survey by E.J. Champagne, Surveyor, dated January 27, 1956, copy of which is attached hereto and made a part hereof, LESS AND EXCEPT:

Lots 1, 2, 3, 6, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 35, 36, 39, 40, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 78, 79, 90, 91, 92, 104, 105, 107, 108, 109, 118, 119, 120, 121, 122, 123, 124, 125, 134, 135, 138, 140, 154, 164, 218, 225, 227, 231, 245, 246, 254, 302, 316, 93, 402, 403, 404, 288, 289, 290, 170, 171, and 172 together with an unnumbered portion of ground measuring approximately 1100 feet front on the Madisonville Highway, State Highway No. 21, being a depth along Hyacinth Drive of 819 feet and a depth along Zinnia Drive of approximately 415 feet, by a width in the rear of 425 feet and additional width in the rear of 400 feet, and an additional portion of ground lying between lots 169 and 176 on the West and 168 and 177 on the East and measuring 500 feet front on the Madisonville Highway, State Highway No. 21, by a depth of 788 feet; Also another unnumbered portion of ground lying East of Azalea Street and West of the South property line measuring approximately 1315 feet on Flower Bayou, and a portion of ground lying south of Camellia Drive and measuring feet on Camellia Drive, a depth on the north line of 715 feet running to the Tohefunota River and a depth on the south line running to the Tohefunota River of approximately 631 feet, with an irregular frontage on the Tohefunota River.

RESTRICTIONS: 1. LAND USE AND BUILDING TYPE; No lot shall be used except for residential purposes, and the property herein purchased will not be used for industrial or commercial purposes of any type.

2. DWELLING COST, QUALITY AND SIZE; No dwelling will be erected upon the property herein sold containing less than 800 square feet of floor area, exclusive of porches, garages, car ports, outhouses, etc.

3. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 50 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line.

4. LOT AREA AND WIDTH: That there will never be erected on the property herein sold, or any parcel thereof measuring 100 x 400 feet or less, more than one dwelling, not including servant's quarters, guest houses, or caretaker's quarters.

5. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. NUISANCES; That no animals will be kept on the property herein sold, except the usual household pets and domestic animals for family use, provided that they are not kept, bred, or maintained for any commercial purposes and do not create a nuisance.

7. TEMPORARY STRUCTURES; No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. SIGNS; 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.

9. OIL AND MINING OPERATIONS; No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. GARBAGE AND REFUSE DISPOSAL; No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. WATER SUPPLY; No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements standards and recommendations of St. Tammany Parish Health Unit or local public health authority. Approval of such system as installed shall be obtained from such authority.

12. SEWAGE DISPOSAL; No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of St. Tammany Parish Health Unit or local public health authority. Approval of such system as installed shall be obtained from such authority.

13. BUSINESS AREA: The following described property shall be designated as business area, subject to the following restrictions; Lots 1, 2, 3, 402, 403, 404, 288, 289, 290, 170, 171 and 172 together with an unnumbered portion of ground measuring approximately 1100 feet front on the Madisonville Highway, State Highway No. 21, being a depth along Hyacinth Drive of 819 feet and a depth along Zinnia Drive of approximately 415 feet, by a width in the rear of 425 feet and additional width in the rear of 400 feet; and an additional portion of ground lying between lots 169 and 176 on the West and 168 and 177 on the East and measuring 500 feet front on the Madisonville Highway, State Highway No. 21, by a depth of 788 feet; also another unnumbered portion of ground lying East of Azalea Street and West of the South property line, measuring approximately 1315 feet on Flower Bayou, Also lot 70.

a) No gambling establishment, barrooms, saloons, or other establishment intended primarily for the retail sale of malt, spiritous or vinous liquors, except cocktail lounges, shall be constructed, operated, or permitted to remain on these premises. This is not intended to prohibit the sale of said liquors in restaurants or in any other establishments where the sale of said liquors is secondary to the principal purposes of the establishment.

b) No junk yard shall be operated, conducted or maintained on these lots, and the same shall not be used to store, keep or maintain wrecked or abandoned motor vehicles or

machinery of any kind, unless wholly enclosed within a building or buildings therein.

c) No building intended for commercial use shall be erected, operated, or permitted to remain on any of these lots unless off street parking facilities for customers' cars are provided to the minimum extent of twice the square foot area of the building floor space, said parking to be designed for convenient customer access and paved with concrete or other durable, permanent paving construction. Plans and specifications for any buildings and parking area must receive the written approval of the neighborhood committee in accordance with the provisions herein.

d) No other noxious, unsanitary, unsightly or usually noisy business, trade, or occupation shall be conducted or operated on these lots nor shall any other business which might be considered a nuisance be conducted or operated thereon.

e) Nothing herein contained shall be construed as prohibiting the use of these sites for residential purposes, but if so used for residential purposes, they shall be subject to the general residential restrictions applicable to a residence in this subdivision.

14.- GENERAL PROVISIONS - TERMS -- These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

15. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

THUS DONE AND SIGNED, in duplicate original, at New Orleans, Louisiana, before the undersigned Notary, and the undersigned two witnesses after due reading of the whole. J.F. ROY, J. F. Roy, WITNESSES: SYDNEY J. PARLONGUE, ANNIE J. DOELL, JOHN F. STAFFORD, John F. Stafford, Notary Public. Filed for record June 29th, 1956. Truly recorded July 21st, 1956.

Agnes Mc Neely
By. Clerk & Ex-Officio Recorder

131140
J. F. ROY

TO

HARRY F. CONNICK, ET AL

United States of America, State of Louisiana, Parish of Orleans. Be it known that on this 6 21st day of the month of June in the year of our Lord one thousand nine hundred and Fifty six and of the Independence of the United States of America, the one hundred and Eightieth.

Before me, JOHN F. STAFFORD, a Notary Public, duly commissioned and qualified, in and for the city of New Orleans and the Parish of Orleans therein residing and in the presence of the witnesses hereinafter named and undersigned, Personally came and appeared; JOSEPH F. ROY, of the full age of majority and a resident of the City of New Orleans, State of Louisiana, who declared that he does by these presents grant, bargain, sell, convey, transfer, assign, set over abandon and deliver with all legal warranties and with full substitution and subrogation in and

AMENDMENT TO AND REINSTATEMENT OF BUILDING RESTRICTIONS
IN FLOWERS ESTATES SUBDIVISION

BE IT KNOWN AND REMEMBERED THAT

A.

WHEREAS, Building Restrictions or Protective Covenants are in effect and are applicable to the property described in Paragraph E hereof as set forth below,

B.

AND WHEREAS, these Building Restrictions are contained in the following instruments:

1. Act dated June 6, 1956, recorded COB 243, folio 359,
2. Sale from Joseph F. Roy to John F. Stafford and Dalton J. Barranger. dated March 15, 1956, recorded COB 239 folio 602 and the
Sale from Joseph F. Roy to Flowers Homes, Inc., dated April 3, 1956, recorded COB 240 folio 298, which restrictions may have been adopted by reference in. COB 261, folio 249, COB 289 folio 569, COB 261 folio 56, and in COB 289 folio 564.
3. In individual sales to various lot owners or tract owners of property situated within the property described in Paragraph E hereof, which sales adopt or make reference to Building Restrictions that are annexed to the individual sales or prior sales or that adopt or make reference to other instruments containing Building Restrictions.

C.

AND WHEREAS, there is some question as to whether the instruments referred to in Paragraph B. 2. above actually impose any restrictions as to certain property.

D.

AND WHEREAS, the undersigned desire to amend all Building Restrictions or Protective Covenants that may presently exist as to the Property described in Paragraph E hereof, no matter under what instrument or how these building restrictions or protective covenants may arise.

E.

That the property referred to in the previous and succeeding paragraphs to which the prior Building Restrictions appertain and to which the Amended and Reinstated Restrictions appertain is as follows, to-wit:

PROPERTY

Lots 1 through 417, Flowers Estates, North 1/2 of Section 47, Township 7 South, Range 11 East, St. Tammany Parish, State of Louisiana, together with an unnumbered portion of ground measuring approximately 1100 feet front on the Madisonville Highway, State Highway No. 21, being a depth along Hyacinth Drive of 819 feet and a depth along Zinnia Drive of approximately 415 feet, by a width in the rear of 425 feet and additional width in the rear of 400 feet and an additional portion of ground lying between lots 169 and 176 on the West and 168 and 177 on the East and measuring 500 feet front on the Madisonville Highway, State Highway No. 21, by a depth of 788 feet; also another unnumbered portion of ground lying East of Azalea Street and West of the South property line measuring approximately 1315 feet on Flower Bayou, and a portion of ground lying south of Camellia Drive and measuring 1500 feet on Camellia Drive, a depth on the North line of 715 feet running to the Tchefuncte River and a depth on the south line running to the Tchefuncte River of approximately 631 feet, with an irregular frontage on the Tchefuncte River; or more fully shown on plan and survey by E. J. Champagne, Surveyor, dated January 27, 1956, copy of which is attached hereto and made a part hereof.

NOW THEREFORE BE IT AGREED BY
THE UNDERSIGNED THAT

F.

All Building Restrictions or Protective Covenants (including but not limited to the ones described in Paragraph B above) which are or may be in effect or bear upon the property described in Paragraph E above (no matter how these Building Restrictions or Protective Covenants may arise) are hereby amended and reinstated as follows on the property described in Paragraph E above, so that the sole and only Building Restrictions or Protective Covenants that will hereafter affect or bear upon the property described in Paragraph E above are as follows:

RESTRICTIONS

1. LAND USE AND BUILDING TYPE: No lot except those designated in Paragraph 13 herein, shall be used except for single family residential purposes, and the property herein above described will not be used for industrial or commercial purposes of any type.
2. DWELLING COST, QUALITY AND SIZE: There will never be erected on any single family residential lot measuring 100 feet or more, more than one dwelling, not including servant's quarters, guest houses, or care-taker's quarters. No dwelling can be constructed with less than 1600 square feet of living area, exclusive of open or screened porches, carports, and open or closed garages, nor less than 800 square feet ground floor area for a dwelling of more than one story. No dwelling costing less than \$25,000.00 shall be permitted on any lot, said figure based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.
3. BUILDING LOCATION: No building shall be located on any single family lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plot. In any event no building shall be located on any lot nearer than 50 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. Nothing in this paragraph is to be construed to stop construction up to the water line of buildings, boat houses, etc. on any lots adjacent to or adjoining navigable water.
4. STORAGE ON LOT: Supplies and building materials shall not be stored or piled in the open on the owner's lot for a period exceeding two (2) months prior to use. The haphazard piling or storing of any material such as lumber, sheet metals, scrap metals or other unsightly materials, is expressly prohibited.
5. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
6. NUISANCES: That no animals will be kept on the property herein sold, except the usual household pets and domestic animals for family use, provided that they are not kept, bred or maintained for any commercial purposes and do not create a nuisance.
7. TEMPORARY STRUCTURE: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
8. SIGNS: No sign of any kind shall be displayed to the public view on any lot except 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.
9. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

10. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
11. WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of St. Tammany Parish Health Unit or local public health authority. Approval of such system as installed shall be obtained from such authority.
12. SEWAGE DISPOSAL: No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of St. Tammany Parish Health Unit or local public health authority. Approval of such system as installed shall be obtained from such authority.
13. COMMERCIAL AREA: The following described property shall be designated as Commercial area, subject to the following restrictions: Lots 1, 2, 3, 164, 165, 166, 167, 168, 288, 289, 290, 291 through 302 inclusive and Lots 384 through and including lot 402 and also Lot 70, together with an unnumbered portion of ground measuring approximately 1100 feet front on the Madisonville Highway, State Highway No. 21, being a depth along Hyacinth Drive of 819 feet and a depth along Zinnia Drive of approximately 415 feet, by a width in the rear of 425 feet and additional width in the rear of 400 feet; and an additional portion of ground lying between lots 169 and 176 on the West and 168 and 177 on the East and measuring 500 feet front on the Madisonville Highway, State Highway No. 21, by a depth of 788 feet; also another unnumbered portion of ground lying East of Azalea Street and West of the South property line and forms the corner of Azalea Street and the South property line of said subdivision and measures in a Northerly direction 849.9 feet front to the Southwest intersection of Azalea Street and Flowers Bayou by a depth of approximately 1315 feet on Flowers Bayou.
14. All commercial uses are permitted in the above described commercial area subject to the limitations and conditions as follows:
 - a) No gambling establishments, bar-rooms, saloons, or other establishments intended primarily for the retail sale of malt, spiritous or vinous liquors, except cocktail lounges, shall be constructed, operated or permitted to remain on these premises. This is not intended to prohibit the sale of said liquors in restaurants or in any other establishments where the sale of said liquors is secondary to the principal purposes of the establishment.
 - b) No junk yard shall be operated, conducted or maintained on these lots and the same shall not be used to store, keep or maintain wrecked or abandoned motor vehicles or machinery of any kind, unless wholly enclosed within a building or buildings therein.
 - c) No building intended for commercial use shall be erected, operated or permitted to remain on any of these lots unless off-street parking facilities for customers cars are provided to the minimum extent of twice the square foot area of the building floor space, said parking to be designed for convenient customer access and paved with concrete or other durable permanent paving construction.
 - d) No noxious, unsanitary or unsightly business trade or occupation shall be conducted or operated on these lots.
 - e) Nothing herein contained shall be construed as prohibiting the use of any of these sites for single family residential purposes, but if so used for single family residential purposes, they shall be subject to the general residential restrictions applicable to a single family residence in this subdivision.

15. Piers, Docks, wharves and other structures constructed or maintained along the bayou water frontage of all lots shall conform to the natural beauty of said development and in no case shall said structures extend into the bayou more than four (4) feet from the bayou shore line nor shall said structure be higher than natural ground level.

a) No commercial fishing boat shall be permitted to dock or unload at any wharf, pier or dock or lot water frontage. Boathouses shall not be constructed in the bayou. Boathouses may be constructed in slips leading into the bayou. Boathouses, wharves, etc., may be constructed five (5) feet from the side property line. This restriction does not apply to the water front areas designated as commercial in Paragraph 13 above.

b) No trade, tourist camps, business, commercial fishing activity or noxious or offensive activities shall be carried on along and upon any water front property except that water frontage designated as Commercial Area in Paragraph 13 of these restrictions.

GENERAL PROVISIONS

16. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten (10) years. However, it is clearly understood and agreed that at any time or from time to time, the owners of 51% of the square footage of all lots, plots and unsubdivided areas in said subdivision, not owned by Flowers, Inc., the developer, may sign a written document and record same, amending, changing, terminating or correcting these restrictions in whole or in part. Said recorded document shall be binding on all of the owners of said subdivision in the same manner and condition as if it had been personally signed by 100% of the owners of all of the square footage in said subdivision. In order to determine the full amount of square footage in said subdivision, those areas set aside or dedicated for streets, play grounds and waterways or any other public areas shall not be deemed a portion of square footage in this subdivision for the purposes of changing, amending, correcting or terminating this document.

17. Nothing contained herein in this document shall ever be construed to prohibit the construction thereon, on any lots herein, of schools, school yards and other appropriate school facilities and/or churches, convents, rectories and other appropriate church facilities and should not be subject to the restricted covenants as contained in this document.

18. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages; invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

THIS DONE AND SIGNED, in duplicate at _____, Louisiana before the undersigned Notary and the undersigned two witnesses, after due reading of the whole.

(ORIGINAL SIGNED)

690200

FIRST ACT OF DEPOSIT

EFFECTUATING AMENDMENT TO THE RESTRICTIVE COVENANTS
IN FLOWER ESTATES SUBDIVISION

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

I.

BE IT KNOWN, That on this 26th day of SEPTEMBER,
1988, before me, a Notary Public, duly commissioned and
qualified, in and for the Parish of St. Tammany, State of
Louisiana, therein residing, and in the presence of the witnesses
hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

FLOWER ESTATES CIVIC ASSOCIATION, INC., herein
represented by Edward Johnston, its President,

and

FLOWERS, INC., herein represented by
George Wainer, its President,

(collectively referred to as "Appearers")

who declared unto me, Notary, as follows:

II.

Appearers exhibited to me, Notary, documents annexed hereto
as Exhibits 1 through 43, (collectively referred to as "Amendment
Exhibits") all of which are paraphed by me, Notary, for
identification herewith. The substantive provisions of each of
the Amendment Exhibits are as follows:

"Section A. General Building Restrictions. Building
Restrictions and Restrictive Covenants (hereafter referred
to as "General Building Restrictions") were imposed on
certain lots and properties in Flowers Estate Subdivision by
J. F. Roy by act before John F. Stafford, Notary Public,
dated June 6, 1956, filed for record on June 29, 1956,
recorded July 21, 1956 as COB 243 folio 359 of the records
of St. Tammany Parish, Louisiana.

Section B. Class Action Judgments. A Declaratory Judgment
("Declaratory Judgment") was rendered in the matter of
Flowers, Inc. et.al. vs. Gerald Fussell, et.al., No. 47429
of the 22nd Judicial District Court, Parish of St. Tammany,
State of Louisiana, which Declaratory Judgment was read

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rendered and signed on July 22, 1977, and is recorded in COB 836 folio 213 and MOB 649 folio 547. A Judgment Amending Declaratory Judgment was rendered in the same proceedings on July 27, 1984 recorded COB 1164 folio 426 of the records of St. Tammany Parish, which Amending Declaratory Judgment merely corrected the Conveyance Office Book number as recited in the Declaratory Judgment for the General Building Restrictions from COB 253 folio 357 to COB 243 folio 357, the latter being the correct recordation data.

Section C. Effect of Judgment. Without in anyway limiting the effect of these judgments, the Declaratory Judgment basically declared that (i) the property described therein was subject solely to the General Building Restrictions, (ii) the property described in the Declaratory Judgment is available for use for business or commercial purposes in accordance with the provisions of Paragraph 13 of the General Business Restrictions, (iii) the neighborhood committee referred to in the General Building Restrictions is the Flower Estates Civic Association, Inc., all as provided for in Sub-paragraph D of Paragraph III of the Declaratory Judgment, and (iv) the powers of the Flower Estates Civic Association, Inc. were specifically delineated in Sub-paragraph E of Paragraph III of the Declaratory Judgment.

Section D. Lots Restricted Residential to Be Changed to Commercial. The following lots in Flowers Estate are restricted to a residential use under the General Building Restrictions, the lot designations below being in accordance with the original subdivision plans of Flowers Estate by E. J. Champagne, Surveyor, dated January 22, 1956:

Lots 405 through 417 both inclusive.

Section E. Resubdivision of Lots. Lots 411 through and including lots 417 of Flower Estates Subdivision have been re-subdivided into lots 411-A, 412-B, 413-C and 414-D as shown on a re-subdivision plan by Fred L. Tilley dated February 4, 1988, filed for record as Map File No. 976B of the records of St. Tammany Parish, Louisiana. The lots described in this Section are likewise restricted to a residential use under the General Building Restrictions.

Section F. Amendment to General Building Restrictions. The General Building Restrictions are hereby amended as follows:

- (1) The lots described in Sections D and E hereof are subject to the provisions of Paragraph 13 of the General Building Restrictions and Sub-paragraphs D and E of Paragraph III of the Declaratory Judgment, and, as such, these lots are available for business or commercial purposes;
- (2) The lots described in Sections D and E hereof are no longer limited solely to residential uses, but, instead, these lots are subject to the provisions of subsection (1) of Section F of this instrument.

Section G. Effective Date. The amendment of the General Building Restrictions as provided for in Section E hereof, shall be effective upon the recordation of this instrument

000335

SECOND ACT OF DEPOSIT

EFFECTUATING AMENDMENT TO THE RESTRICTIVE COVENANTS
IN FLOWER ESTATES SUBDIVISION

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

I.

BE IT KNOWN, That on this 26th day of SEPTEMBER, 1988, before me, a Notary Public, duly commissioned and qualified, in and for the Parish of St. Tammany, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

FLOWER ESTATES CIVIC ASSOCIATION, INC., herein represented by Edward Johnston, its President,

and

FLOWERS, INC., herein represented by George Wainer, its President,

(collectively referred to as "Appearers")

who declared unto me, Notary, as follows:

II.

Appearers exhibited to me, Notary, documents annexed hereto as Exhibits 1 through 7, (collectively referred to as "Amendment Exhibits") all of which are paraphed by me, Notary, for identification herewith. The substantive provisions of each of the Amendment Exhibits are as follows:

"Section A. General Building Restrictions. Building Restrictions and Restrictive Covenants (hereafter referred to as "General Building Restrictions") were imposed on certain lots and properties in Flowers Estate Subdivision by J. F. Roy by act before John F. Stafford, Notary Public, dated June 6, 1956, filed for record on June 29, 1956, recorded July 21, 1956 as COB 243 folio 359 of the records of St. Tammany Parish, Louisiana.

Section B. Class Action Judgments. A Declaratory Judgment ("Declaratory Judgment") was rendered in the matter of Flowers, Inc. et.al. vs. Gerald Fussell, et.al., No. 47429 of the 22nd Judicial District Court, Parish of St. Tammany, State of Louisiana, which Declaratory Judgment was read

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rendered and signed on July 22, 1977, and is recorded in COB 836 folio 213 and MOB 649 folio 547. A Judgment Amending Declaratory Judgment was rendered in the same proceedings on July 27, 1984 recorded COB 1164 folio 426 of the records of St. Tammany Parish, which Amending Declaratory Judgment merely corrected the Conveyance Office Book number as recited in the Declaratory Judgment for the General Building Restrictions from COB 253 folio 357 to COB 243 folio 357, the latter being the correct recordation data.

Section C. Effect of Judgment. Without in anyway limiting the effect of these judgments, the Declaratory Judgment basically declared that (i) the property described therein was subject solely to the General Building Restrictions, (ii) the property described in the Declaratory Judgment is available for use for business or commercial purposes in accordance with the provisions of Paragraph 13 of the General Business Restrictions, (iii) the neighborhood committee referred to in the General Building Restrictions is the Flower Estates Civic Association, Inc., all as provided for in Sub-paragraph D of Paragraph III of the Declaratory Judgment, and (iv) the powers of the Flower Estates Civic Association, Inc. were specifically delineated in Sub-paragraph E of Paragraph III of the Declaratory Judgment.

Section D. Lots Restricted Residential to Be Changed to Commercial. The following lots in Flowers Estate are restricted to a residential use under the General Building Restrictions, the lot designations below being in accordance with the original subdivision plans of Flowers Estate by E. J. Champagne, Surveyor, dated January 22, 1956:

Lots 165, 166, 167 and 168.

Section E. Amendment to General Building Restrictions. The General Building Restrictions are hereby amended as follows:

- (1) The lots described in Section D hereof are subject to the provisions of Paragraph 13 of the General Building Restrictions and Sub-paragraphs D and E of Paragraph III of the Declaratory Judgment, and, as such, these lots are available for business or commercial purposes;
- (2) The lots described in Section D hereof are no longer limited solely to residential uses, but, instead, these lots are subject to the provisions of subsection (1) of Section E of this instrument.

Section F. Effective Date. The amendment of the General Building Restrictions as provided for in Section E hereof, shall be effective upon the recordation of this instrument signed by a majority of the owners of the lots in Flowers Estate Subdivision; provided that, if it should be determined that such amendment can not be effective until a later date, then such amendment shall be effective as soon as it is legally permissible for it to be effective, but no later than July 21, 1991.

Section G. Any Other Restrictions. In the event that there are any building restrictions or restrictive covenants other