

**Declaration of Covenants, Conditions
and Restrictions
for English Turn Subdivision**

EXHIBIT "A"

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Declaration of Covenants, Conditions, and Restrictions for English Turn Subdivision

This Declaration of Covenants, Conditions, and Restrictions for English Turn Subdivision is made as of this 6th day of May, 1988, by English Turn Joint Venture, a Louisiana joint venture of which Jack Nicklaus Development Corporation of New Orleans, a Louisiana corporation and Classic Properties, a Louisiana partnership, are the co-venturers (Declarant);

WITNESSETH,

That,

WHEREAS, English Turn Joint Venture is the owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112 both inclusive, and Private Streets, English Turn Subdivision, as more particularly shown and described in Exhibit A, attached hereto and incorporated herein by this reference, and desires to subject such property to the provisions of this Declaration and to have constructed in the English Turn Subdivision, a residential community with ancillary commercial uses, and to provide a flexible and reasonable method for the administration and maintenance of such property; and

WHEREAS, as hereinafter provided in this Declaration, English Turn Joint Venture has retained and reserved the right, privilege, and option to submit to the provisions of this Declaration at a later time and from time to time as a part of the community described herein, all or any portion of the property described in Exhibit B, attached hereto and incorporated herein by this reference, and such other property as English Turn Joint Venture may acquire from time to time and /or wish to subject to the terms of this Declaration; and

WHEREAS, in connection with the development of the aforesaid residential community, English Turn Joint Venture is developing that certain country club consisting of a golf course, clubhouse, and other recreational facilities and amenities on that certain real property more particularly described in Exhibit C.

NOW, THEREFORE, English Turn Joint Venture hereby declares that all of the property described in Exhibit A and any additional property whether or not now described in Exhibit B as may by subsequent amendment hereto be subjected to this Declaration shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the following easements, restrictions, covenants, charges, liens, and conditions which are

for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the real property subjected to this Declaration, and which shall be binding on all parties having any right, title, or interest in the described properties or any portion thereof, and their respective heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof and where provided herein, shall benefit the property on which aforesaid country club is located.

ARTICLE I

DEFINITIONS

1. Definitions. When used in this Declaration, unless the context shall prohibit or otherwise require, the following words, shall have all the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:
 - (a) "Additional Property" shall mean and refer to the real property described in Exhibit B and all improvements thereon, together with such other additional property and all improvements thereon as Declarant shall acquire from time to time and /or shall desire to subject to the terms of this Declaration and by the amendment to Exhibit B hereto recorded in the Office of the Recorder of Conveyances for the Parish of Orleans, include within the property described in Exhibit B.
 - (b) "Architectural Standards Committee" shall mean and refer to the committee which shall be appointed by the Association's Board of Directors to approve exterior and structural improvements, additions, and changes within the Development as provided in Article X hereof.
 - (c) "Article of Incorporation" shall mean and refer to the Articles of Incorporation of English Turn Property Owner's Association, Inc., as amended from time to time.
 - (d) "Assessment" shall mean and refer to an Owner's share of the Common Expenses or other charges from time to time assessed against an Owner by the Association in the manner herein provided.

- (e) "Association" shall mean and refer to English Turn Property Owner's Association, Inc., a Louisiana not for profit corporation.
- (f) "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.
- (g) "By-Laws of the Association" or the "By-Laws" shall mean and refer to those By-Laws of English Turn Property Owner's Association, Inc. which govern the administration and operation of the Association, as the same may be amended from time to time.
- (h) "Club Owner" shall mean and refer to the owner of the property, and improvements thereon, on which the Country Club is located, and its successors, assigns, and successors-in-title with respect thereto.
- (i) "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners. Included within the Common Areas are the maintenance areas, roads, streets, parking lots, walkways, sidewalks, lakes, the recreational area, street lighting and signage. The designation of any land and/or improvements as Common Areas shall not mean or imply that the public at large acquires any easement of use or enjoyment therein. Declarant may, but shall not be required to designate and convey other property to the Association.
- (j) "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration.
- (k) "Country Club" shall mean and refer to the golf course and related club facilities developed by Club Owner in conjunction with and adjacent to the Development, including the eighteen hole golf course, golf practice area, putting green, golf cart paths, tennis and golf pro shops, locker room facilities, food and beverage facilities and other related facilities. USF&G Nicklaus New Orleans General Partnership owns the Country Club and the Country club is not part of the Common Areas nor is it governed by the provisions of this Declaration except as specifically provided herein. No Owner

or Occupant nor the Association shall have any rights in and to, or obligations with respect to, the Country Club except as expressly and specifically provided herein.

- (l) "Country Club Property" shall mean and refer to that certain property on which the Country Club is located, being more particularly described on Exhibit C attached hereto and incorporated herein by this reference.
- (m) "Declarant" shall mean and refer to the person who has executed this Declaration, or any successor-in-title to the entire interest of such person with respect to the Property and the Additional Property at the time of such transfer to such successor-in-title, or any party who acquired said person's entire interest with respect to the Property and the Additional Property at the time of such an acquisition pursuant to foreclosure of a Mortgage encumbering said person's interest in the Property and the Additional Property.
- (n) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for English Turn and all amendments thereof filed for record in the Office of the Recorder of Conveyances for Orleans Parish, Louisiana.
- (o) "Development", with an initial capital letter, shall mean and refer to the Property and all improvements located or constructed thereon, and any portion of the Additional Property submitted to the provisions hereof pursuant to Section 2.02.
- (p) "Dwelling", with an initial capital letter, shall mean and refer to any improved property intended for use as a single-family detached dwelling or as a townhouse, condominium unit, or patio or cluster home, whether detached or attached, located within the Development.
- (q) "Foreclosure" shall mean and refer to, without limitation, the judicial foreclosure of a Mortgage or the conveyance of secured property by a deed in lieu of a judicial foreclosure (dation en paiement).
- (r) "Institutional Mortgage" shall be deemed to mean a Mortgage held by a bank, trust company, insurance company, or other recognized lending institution, or by an institutional or governmental purchaser of mortgage loans in the secondary market, such as

Federal National Mortgage Association or Federal Home Loan Mortgage Corporation.

- (s) "Lease" shall mean and refer to any lease, sublease, or rental contract, whether oral or written.
- (t) "Living Space" shall mean and refer to enclosed and covered areas within a Dwelling, exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics and basements.
- (u) "Lot" shall mean and refer to any unimproved portion of the Property (a subdivided lot of record) upon which it is intended that a Dwelling shall be constructed. A parcel of land shall be deemed unimproved and this considered to be a Lot, rather than a Dwelling, until the improvements constructed thereon are sufficiently complete to reasonably permit habitation thereof. Upon such completion, such parcel and the improvements thereof shall collectively be considered to be a Dwelling for purposes of this Declaration.
- (v) "Mortgage", with an initial capital letter, shall mean and refer to a credit sale deed, mortgage, bond for deed sales contract, or other similar security instrument granting, creating, or conveying a lien upon, security interest in, or a security title to a Lot, Dwelling, or Village Home Area.
- (w) "Mortgagee", with an initial capital letter, shall mean and refer to the holder of a Mortgage.
- (x) "Occupant" shall mean and refer to any person, including, without limitation, any Owner or any guest, invitee, lessee, tenant, or family member of an Owner, occupying or otherwise using a Dwelling within the Development.
- (y) "Owner", with an initial capital letter, shall mean and refer to one or more persons, including Declarant, who or which owns fee simple title to any Lot of Dwelling, excluding, however, those persons having such an interest under a Mortgage. In the event that there is recorded in the Office of the Recorder of Conveyances for Orleans Parish, Louisiana, any bond for deed sales contract covering any Lot or Dwelling, the Owner of such Lot or Dwelling shall be the purchaser under said contract and not the fee simple title holder. A bond for deed sales contract shall be an instrument

whereby the purchaser is required to make payment for a Lot or Dwelling for a period extending beyond nine (9) months from the date of the contact, and where the purchaser does not receive title to such Lot or Dwelling until all such payments are made, although the purchaser is given use of such Lot or Dwelling.

- (z) "Person" shall mean and refer to a natural person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.
- (aa) "Property", with an initial capital letter, shall mean and refer to those tracts or parcels of land described on Exhibit A, together with all improvements thereon, including the Common Areas, roads, utility systems, drainage systems, and other improvements serving the Lots and Dwellings, and upon submission to the provisions of this Declaration, the tracts or parcels of lands described in Exhibit B, or any portion thereof, or any tracts or parcels of land hereafter added thereto, together with all improvements thereon.
- (bb) "Record" or "place of record" means to record a document in the Office of the Recorder of Conveyance for Orleans Parish.
- (cc) "Village Home Area" shall mean and refer to any portion of the Property in which common elements or common areas are owned by either the owners residing in such Village Home Area as undivided owners or by the Village Home Association composed of such owners.
- (dd) "Village Home Association" shall mean and refer to any instrument or document, and any amendments thereto, which is recorded in the Office of the Recorder of Conveyances for Orleans Parish, Louisiana, with respect to any Village Home Area and which creates a condominium or horizontal property regime for such Village Home area or imposes covenants, conditions, easements, and restrictions with respect to such Village Home Area.

ARTICLE II

DEVELOPMENT

2.01 Development of Property.

Except as otherwise set forth in section 10.10, all Lots and Village Home Areas within the Development shall be and are hereby restricted exclusively to single-family residential use and shall be subject to the standards and restrictions set forth in Article X hereof. Declarant shall have the right, but not the obligation, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option (as defined in Section 2.02) to submit Additional Property to the terms of this Declaration, to make improvements and changes to all Common Areas and to all Lots or Dwellings owned by Declarant, including, without limitation, (i) installation and maintenance of any improvements in and to the Common Areas, (ii) changes in the location of the boundaries of any Lot or Dwellings owned by Declarant or of the Common Areas, (iii) changes in the boundaries between the Country Club Property and any portion of the Property owned by Declarant (or any of the Additional Property submitted to the terms hereof), (iv) installation and maintenance of any water, sewer, and other utility systems and facilities, and (v) installation of limited access and monitoring services and/or refuse facilities. Any and all improvements or changes made, as aforesaid, shall not result in an encroachment on Lots not owned by Declarant.

2.02 Development of Additional Property.

Declarant hereby reserves the option, to be exercised in its sole discretion, to submit from time to time the Additional Property or a portion or portions thereof to the provisions of this Declaration and thereby to cause the Additional Property or a portion or portions thereby to cause the Additional Property or a portion or portions thereby to become party of the Property. This option may be exercised by Declarant in accordance with the following rights, conditions, and limitations, which are the only conditions and limitations on such option to add all or any portion of the Additional Property to the Development:

- (a) The option may be exercised from time to time during a period of fifteen (15) years from the date of recordation of this Declaration; provided, however, that Declarant reserves the right to terminate such option at any time prior to the expiration of such fifteen (15) year period by executing and filing an agreement evidencing such termination in the Office of the Recorder of Conveyances for Orleans Parish, Louisiana, and, except for such termination by Declarant, no other circumstances will terminate such option prior to the expiration of such fifteen (15) year period.

- (b) The legal description of the Additional Property as of the date hereof is set forth on Exhibit B; portions the Additional Property (together with additions thereof made in accordance herewith) may be added to the Development and to the terms of this Declaration at different times, and there are no limitations fixing the boundaries of those portions or regulating the order, sequence, or location in which any of such portions may be added to the Development. The exercise of the option to submit a portion of the Additional Property to the Declaration shall not bar the further exercise of this option as to other portions or the balance of the Additional Property.
- (c) If the Additional Property or any portion thereof is added to the Development, Declarant reserves the right to designate the boundaries of the Lots, Dwellings, and Village Home Areas, as well as the Common Areas, if any, to be added to the Development in connection therewith.
- (d) Should the option to add the Additional Property, or any portion thereof, not be exercised within the term specified herein or be terminated by Declarant, such option shall in all respects expire and be of no further force and effect.
- (e) The option reserved by Declarant to cause all or any portion of the Additional Property to become part of the Development shall in now way be construed to impose upon Declarant any obligation to add all or any portion of the Additional Property to the Development or to construct thereon any improvements of any nature whatsoever.

The option reserved under this Section 2.02 may be exercised by Declarant only by the execution of an amendment to this Declaration which shall be filed in the Office of the Recorder of Conveyances for Orleans Parish, Louisiana, together with a legal description of the Additional Property or such portion or portions thereof as are being added to the Development by such amendment. Simultaneously therewith, Declarant shall, at its option, convey to the Association the Common Areas, if any, contained within the Additional Property, or such portion thereof so submitted, such conveyance to be subject to the lien of taxes not yet due and payable, all easements and restrictions of record, utility easements serving or otherwise encumbering the Property and/or the Additional Property, and any exceptions which would be disclosed by a survey or physical inspection of such parcel(s). Any such amendment shall expressly submit the Additional Property or such portion thereof to all the provisions of this Declaration, and upon the exercise, if any, of such option or options, the provisions of this Declaration shall then be construed as embracing the real property described in Exhibit A and the Additional Property or such portion or portions thereof so submitted to the terms

hereof, together with all improvements located thereon. If the Additional Property or any portion or portions thereof is added to the Development, then from and after the addition to the Development of the Additional Property or such portion or portions by such amendment to this Declaration, the number of Lots or Dwellings to be located on the Additional Property or such portion or portions thereof as are added so that there shall continue to be one vote in the Association per Lot or Dwelling in the Development, as more fully set forth in Section 4.01 below. In no event shall Declarant be obligated to submit the Additional Property, or to impose upon the Additional Property, or any portions thereof, any covenants, conditions, or restrictions whatsoever.

2.03 Village Home Associations.

It is presently contemplated that there may be established by Declarant, its successors or assigns, Village Home Associations limited to the Owners of Lots or Dwellings within the Village Home Areas located within such portion or portions of the Property designated as a Village Home Area by Declarant in order to promote their social welfare, as well as to provide for the maintenance of Dwellings and/or common areas owned by such Owners and/or such Village Home Associations, provided that such Owners shall also be members of the Association and such Lots and Dwellings shall continue to be subject to the terms of this Declaration. Such Village Home Areas may be subject to Village Home Declarations which impose covenants and restrictions which are in addition to, but not in abrogation or substitution of, those imposed hereby, and such Village Home Associations may levy additional assessments and make enforce supplementary covenants, restrictions, rules, and regulations with respect to such Village Home Areas.

2.04 Country Club.

USF&G Nicklaus New Orleans General Partnership, as Club Owner, intends to develop the Country Club, including a golf course and related facilities on the Country Club Property. The Country Club shall be a private club, separate and distinct from the Association and governed by its own rules, regulations, and requirements. The Country Club and the Country Club Property shall not be part of the Common Areas, and neither the Association nor any Owner shall have any right or privilege in and to the Country Club or the amenities contained therein, including the right to enter upon or use the Country Club facilities, except under such conditions and requirements as may be established by the Club Owner from time to time. In the event that the portion of the Country Club Property that is developed for use as a golf course (except the practice driving range), or any thereof, is not used as a golf course, such portion, or part thereof, shall be maintained as open area; provided that the cost of such maintenance shall be borne by the Association and, at the option of Declarant, conveyed to the Association. Owners, including their families, guests and invitees, are prohibited from using any

lakes or lagoons bordering on or adjacent to English Turn Subdivision, for swimming, boating or other recreational purposes.

2.05 Interest Subject to Plan of Development.

Every purchaser of a Lot or Dwelling shall purchase such Lot or Dwelling and every Mortgagee and lienholder holding an interest therein shall take title, or hold such security interest with respect thereto, subject to Declarant's right to add the Additional Property, or any portion or portions thereof, to the Development as hereinabove provided, and to convey to the purchaser thereof the title to the Lot or Dwelling and its appurtenant membership and voting rights in the Association. Any provision of this Declaration to the contrary notwithstanding, the provisions set forth in this Article II may not be abrogated, modified, rescinded, supplemented, or amended in whole or in part without the prior written consent of the Declarant.

2.06 Subdivision Plat.

Declarant reserves the right to record, modify, amend, revise, and add to, at any time and from time to time, one or more subdivision plats or resubdivision plats setting forth such information as Declarant may deem necessary with regard to the Development, including, without limitation, the locations and dimensions of the Lots, Dwellings, Village Home Areas, Common Areas, Additional Property, roads, utility systems, drainage systems, utility easements, drainage easements, access easements, and set-back line restrictions. The Club Owner shall have the right to record, modify, amend, revise, and add to, at any time and from time to time, a subdivision plat setting forth such information as the Club Owner may deem necessary with regard to the Country Club Property, including without limitation, the location of the golf course.

ARTICLE III

PROPERTY RIGHTS

3.01 General.

Each Lot and Dwelling shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred, and encumbered the same as any other real property. Each Owner shall be entitled to the exclusive ownership and possession of his Lot or Dwelling, subject to the provisions of this Declaration, including without limitation, the provisions of this Article III, If any chutes, flues, ducts, conduits, wires, pipes,

plumbing, or any other apparatus or facilities for the furnishing of utilities or other services to a Lot, Dwelling, or Village Home Area lie partially within and partially outside of the designate boundaries of the Lot, Dwelling, or Village Home Area in question, any portions thereof which serve only such Lot, Dwelling, or Village Home Area shall be deemed to be part of such Lot, Dwelling, or Village Home Area and any portions thereof which serve more than one Lot, Dwelling, or Village Home Area, or any portion of the Common Areas, shall be deemed to be a part of the Common Areas. The ownership of each Lot and Dwelling shall include, and there shall pass with each Lot and Dwelling as an appurtenance thereto, membership in the Association. Each Owner shall automatically become a member of the Association and shall remain a member there of until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically pass to his successor-in-title to his Lot or Dwelling. Lots shall not be relocated, unless the relocation thereof is made with the consent of at least a majority of the Owners in the Development and of Declarant, so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development. Notwithstanding the foregoing, nothing herein shall prohibit the combination of two or more Lots into a larger parcel in order to create a Dwelling site larger than one Lot.

3.02 Owner's Easement of Enjoyment.

Subject to the provisions of this Declaration and the rules, regulations, fees, and charges from time to time established by the Board of Directors in accordance with the By-Laws and the terms hereof, every Owner, his family, tenants, and guests shall have a non-exclusive right, privilege, and easement of use and enjoyment in and to the Common Areas, such easement to be appurtenant to and to pass and run with title to each Lot and Dwelling, subject to the following provisions:

- (a) The right of the Association to borrow money (i) for the purpose of improving the Common Areas, or any portion thereof, (ii) for acquiring additional Common Areas, (iii) for constructing, repairing, maintaining or improving any facilities located or to be located within the Common Areas, or (iv) for providing the services authorized herein, and subject to the provisions of Section 8.02 hereof, to give as security for the payment of any such loan a mortgage, or other Security instrument mortgaging all or any portion of the Common Areas; provided however, that the lien and encumbrance of any such security instrument given by the Association shall be subject and subordinate to any and all right, interests, options, licenses, easements, and privileges herein reserved or established for the benefit of

Declarant, any Owner, the Club Owner, or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.

- (b) The rights and easements reserved to Declarant in Sections 3.03, 3.04, 3.05, 3.06, 3.07, 3.08, 3.10, 3.11, 3.12 and 3.13, or as otherwise provided for in this Declaration.
- (c) The right of the Association to grant and accept easements as provided in Section 3.07 hereof and to dedicate or transfer fee simple title to all or an portion of the Common Areas to the City of New Orleans, or to any other public agency or authority, public service district, public or private utility, or other person, provided that any such transfer of the fee simple title must be approved by a majority of those present in person or by proxy at a duly held meeting of the Association and by Declarant, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.
- (d) The rights and easements reserved in Section 3.09 hereof for the benefit of the Association, its Directors, officers, agents and employees.
- (e) The rights and easements reserved in Section 3.11 hereof for the benefit of the Additional Property.
- (f) The rights and easements reserved to Club Owner with respect to the Country Club in Section 3.14
- (g) The rights of the holder (and its successors and assigns) of any mortgage which is prior in right or superior to the rights, interests, options, licenses, easements, and privileges herein reserved or established.

3.03 Recreational Facilities.

Subject to the terms and provisions of this Declaration and the rules, regulations, fees, and charges from time to time established by the Board of Directors, every Owner and his family, tenants, and guests shall have the non-exclusive right, privilege, and easement of access to and the use and enjoyment of the recreational area and such other recreational facilities and amenities as are now or hereafter located in the Common Areas. An Owner may assign to the tenant of his Lot or Dwelling such Owner's rights of access to and use of said recreational facilities so that such tenant, his family and guests shall be entitled to the access to and use and enjoyment of the recreational facilities on the game basis as an Owner and his family and guests.

3.04 Access.

All owners, by accepting title to Lots or Dwellings conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such Lot or Dwelling and acknowledge and agree that such access, ingress, and egress shall be limited to roads, sidewalks, walkways, and trails located within the Development from time to time, provided that pedestrian and vehicular access to and from all Lots and Dwellings shall be provided at all times. There is reserved unto Declarant, the Association, and their respective successors and assigns the right and privilege, but not the obligation (i) to maintain guarded or electronically-monitored gates controlling vehicular access to and from the Development, and (ii) to require payment of toll charges for use of roads within the Development by permitted commercial traffic or by members of the general public, provided that in no event shall any such tolls be applicable to any Owners or their families, tenants, or guests, or to Declarant or those individuals designated by Declarant pursuant to Section 3.03 above and their families or guests and provided further that as long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, the imposition and amount of such tolls shall be subject to Declarant's prior approval.

3.05 Easements for Declarant.

During the period that Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, Declarant shall have an alienable and transferable right and easement on, over, through, under, and across the Common Areas for the purpose of constructing Dwellings and other improvements in and to the Lots and within Village Home Areas and the Additional Property and for installing, maintaining, preparing and replacing such other improvements to the Property (including any portions of the Common Areas) as are contemplated by this Declaration or as Declarant desires, in its sole discretion, including, without limitation, any improvements or changes permitted and described by Article II hereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing. In addition to the other rights and easements set forth herein and regardless of whether Declarant at that time retains ownership of a Dwelling or Lot or has the right to submit the Additional Property or any portion thereof to the Development, Declarant shall have an alienable, transferable, and perpetual right and easement to have access, ingress, and egress to the Common Areas and improvements thereof for such purposes as Declarant deems appropriate, provided that Declarant shall not exercise such right so as to unreasonably interfere with the rights of Owners in the Development to the use of the Common Areas.

3.06 Changes in Boundaries; Additions to Common Areas.

Declarant expressly reserves for itself and its successors and assigns, the right to change and realign the boundaries of the Common Area, any Lots, Dwellings, or Village Home Area owned by Declarant, and, with the written consent of Club Owner, the Country Club Property, including the realignment of boundaries between adjacent Lots, Dwellings, and /or Village Home areas owned by Declarant. In addition, Declarant reserves the right, but shall not have the obligation, to convey to the Association at any time and from time to time any portion of the Additional Property, such real property to be conveyed to the Association as an addition to the Common Areas and subject to the title exceptions set forth in Section 2.02 hereof. Furthermore, Declarant reserves for itself, its affiliates, successors and assigns, the right, but shall not have the obligation, to convey by quit-claim deed or otherwise to the Association at any time and from time to time, as an addition to the Common Areas, such other portion of the Development owned by Declarant as it, in its discretion, shall choose.

3.07 Easements for Utilities and Public Services.

- (a) There is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and easement, as well as the power to grant and accept easements to and from the City of New Orleans, or any other public authority or agency, public service district, public or private utility, or other person upon, over, under and across (i) all or any portion of the Common Areas, (ii) all portions of the Village Home Areas on which improvements are not constructed or erected, and (iii) those portions of all Lots and all Dwellings not located withing Village Home Areas as are reasonably necessary, for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, monitoring and similar systems, and all utilities, including, but not limited to, storm sewers, drainage systems, and retention ponds and facilities for the Development or any portion thereof, and electrical, gas, telephone, water, and sewer lines, provided that such easements shall not unreasonably affect the developability, marketability of value of any such Lot or Dwelling. Such easements may be granted or accepted by Declarant, its successors or assigns, or by the Board of Directors, provided, however, that for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, the Board of Directors must obtain the written consent of Declarant prior to granting and/or accepting any such easements. To the extent possible, all utility lines and facilities serving the Development and located therein shall be located underground. By virtue of any such easement

and facilities, it shall be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of the Development so encumbered, (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes, or shrubbery, (iii) to grade, excavate, or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems; provided, however, that to the extent practicable, Declarant and/or the Board of Directors shall endeavor to obtain an undertaking from such utility company or other supplier or servicer to take reasonable actions to repair any damage caused by such utility company or other supplier during the exercise of any right conveyed under any easement granted hereunder.

- (b) Declarant hereby grants to the relevant governmental authority or agency, as shall from time to time have jurisdiction over the Development with respect to law enforcement and fire protection, the perpetual, non-exclusive right and easement upon, over and across all of the Common Areas for purposes of performing such duties and activities related to law enforcement and fire protection in the Development as shall be required or appropriate from time to time by such governmental authorities under applicable law.

3.08 Easements for Walks, Trails, Signs, and Perimeter Wall.

There is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and easement upon, over, an across, (i) all portions of the Village Home Areas in which Dwellings are not constructed or erected and (ii) those strips of land ten (10) feet in width located along and adjacent to those exterior boundaries located adjacent to streets and roads for all Lots and all Dwellings not located within Village Home Areas, such strips to be bounded by such exterior boundaries adjacent to streets and roads and by lines in the interior of such Lots and Dwellings which are ten (10) feet from and parallel to such exterior boundaries, for the installation, maintenance, and use of sidewalks, traffic directional signs, and related improvements, provided that Declarant, the Association, and their respective successors and assigns, the alienable, transferable and perpetual right and easement upon, over and across those strips of land twenty (20) feet in width (or such number of feet as is designated on any recorded plat) located along those boundaries of all Lots and Dwellings and all Village Home Areas that constitute part of the perimeter boundary of the Development, such easement to be for the purpose of constructing, installing, replacing, repairing and maintaining a perimeter wall or fence around the perimeter boundary of the Development, provided that Declarant shall have no obligation to construct any such perimeter wall or fence.

3.09 Easements for Association.

There is hereby reserved a general right and easement for the benefit of the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot, Dwelling, or Village Home Area or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner, occupant, Village Home Association of the Lot, Dwelling, or Village Home Area directly affected thereby.

3.10 Sales and Construction Offices.

Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of Declarant and its successors and assigns the alienable and transferable right and easement in and to the Property for the maintenance of signs, sales offices, construction offices, business offices, and model Dwellings, together with such other facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the completion, improvement, and/or sale of Lots, Dwellings, Village Home Areas, Common Areas or the Additional Property, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.

3.11 Easements for Additional Property.

There is hereby reserved in Declarant, and its successors, assigns, and successors-in-title to the Additional Property (if said rights are granted by Declarant to such successors, assigns, and successors in-title), for the benefit of and as an appurtenance to the Additional Property and as a burden upon the Property, perpetual, non-exclusive rights and easements for (i) pedestrian and vehicular ingress, egress, and parking, across, within, and on all roads, sidewalks, trails and parking facilities, from time to time located within the Common Areas or within easements serving the Common Areas, (ii) the installation, maintenance, repair, replacement, and use within the Common Areas and those portion of Lots, Dwellings, and Village Home Areas encumbered pursuant to Section 3.07 hereof, of monitoring systems and utility facilities and distribution lines, including, without limitation, drainage systems, storm sewers, and electrical, gas, telephone, water, sewer, and master television antenna and/or cable system lines, and (iii) drainage and discharge of surface water onto and across the Property, provided that such drainage and discharge shall not materially damage or affect the Property or any improvements from time to time located thereon.

3.12 Maintenance Easement.

Subject to the terms of Section 5.02(b) hereof, there is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement to enter upon any Lot and upon unimproved portions of any Dwelling or Village Home Area for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Development, provided that such easements shall not impose any duty or obligation upon Declarant or the Association to perform any such actions.

3.13 Environmental Easement.

There is hereby reserved for the benefit of Declarant, the Association and their respective agents, employees, successors, and assigns, and alienable, transferable, and perpetual right and easement on, over, and across all Lots and all unimproved portions of Dwellings and Village Home Areas for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted by the Board of Directors or by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedure and practices, the right to maintain any and all wetland areas on the Property, the right to drain standing water, and the right to dispense pesticides. It is further understood that the Declarant, the Association, and their respective assigns, shall have the duty and obligation to maintain those areas that fall within Declarant's wetland mitigation plan submitted to the Army Corps of Engineers in a fashion consistent with such mitigation plan or with any reasonable changes made thereby by Declarant and/or the Army Corps of Engineers. Declarant, the Association, and their assigns shall endeavor to prevent individual Owners from taking any actions that would be detrimental to such mitigation and management plans.

3.14 Easements for Country Club Property.

There is hereby reserved for the benefit of Club Owner, its successors, assigns, and successors-in-title with respect to the Country Club Property, the following transferable, alienable, and perpetual rights and easements:

- (a) Utility Easements. The right and easement for the installation, maintenance, repair, replacement, and use within the Common Areas and those portions of Lots, Dwellings, and Village Home Areas encumbered pursuant to Section 3.07 hereof, of monitoring systems and utility facilities and distribution line, including, without limitation, drainage systems, storm sewers, and electrical, gas, telephone, water, sewer and master television antenna and/or cable

system lines, and the right and easement for the drainage and discharge of surface water onto and across the Property, provided that such drainage and discharge shall not materially damage or affect the Property, provided that such drainage and discharge shall not materially damage or affect the Property or any improvements from time to time located thereof, such rights to be limited and restricted as set forth in Section 3.07 hereof.

- (b) Ingress and Egress. The right and easement on, over and across all of the roads, streets and sidewalks constructed and maintained as part of the Common Areas for ingress to and egress from the Country Club Property for the benefit of the Club Owner, its agents, employees, contractors and invitees, and all members, guests and other authorized users of the Country Club, together with such other easements and benefits as shall be mutually agreed upon by Declarant, the Association and the Club Owner.
- (c) Pedestrian and Golf Cart Paths. The right and easement on, over, and across the Common Areas, and such portions of the Lots, Dwellings, and Village Home Areas within ten (10) feet of any boundary line of any Lot for all members, guests and other authorized users of the golf course located on the Country Club Property for the use of pedestrian and golf cart paths located in such portions of the Development and serving the golf course located on the Country Club Property.
- (d) Construction, maintenance, and Repair. The right and easement on, over, through, under, and across the Common areas and such portions of the Lots, Dwellings, and Village Home Areas as are described in Section 3.14 (b) above for the purpose of constructing such improvements on the Country Club Property or such portions of the Development as Club Owner shall desire from time to time and for maintaining, repairing, and replacing such improvements, provided that the only such improvements to be constructed on such portion of the Development shall be pedestrian and golf cart paths and related directional signage, and provided further Club Owner shall not use such easement so as to unreasonably interrupt or interfere with any Owner's use of the Common Areas and such portions of the Village Home Areas, the Lots and the Dwellings and shall promptly repair and restore any damage to said Common Areas and such portions of the Village Home Areas, the Lots, and the Dwellings caused by the use of the right and easement granted herein. In addition, there is hereby reserved for the benefit of Club Owner, its agents, employees, successors, and assigns, the right and easement to enter upon any unimproved portions of Lots, Dwellings, or Village Home Areas which are located within thirty (30) feet from the water's edge of water located on the Country Club Property, for the purpose of mowing such area

and keeping the same free and clear from unsightly growth and trash, as well as for the purpose of maintain such bodies of water and/or wetlands areas, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards.

- (e) Golf Course Maintenance. The non-exclusive right and easement over and across the portions of the Common Areas, each Lot, and all unimproved portions of each Dwelling and Village Home Area which are adjacent to the golf course or courses located on the Country Club Property. This reserved right and easement shall permit, but shall not obligate, Club Owner and its agents, employees, successors, and assigns with respect to the Country Club Property, to go upon any such portions of the Common Areas, and such Lot, Dwelling or Village Home Areas to maintain or landscape the area encumbered by such easement. Such maintenance and landscaping shall include planting of grass, watering, application of fertilizer, mowing, and the removal of underbrush, stumps, trash or debris, and trees of less than two (2) inches in diameter. The area encumbered by this easement shall be limited to the portion of the Common Area withing thirty (30) feet of those boundary lines of the Common Areas which and such Lots, Dwellings, and Village Home Areas which are adjacent to such Country Club Property or adjacent to lakes, ponds, or other bodies of water abutting the golf course; provided, however, the entire Lot and all unimproved portions of such Dwelling, or Village Home Areas shall be subject to such easement until the landscaping plan for such lot, Dwelling, or Village Home Areas has been approved and implemented pursuant to Section 10.06 hereof.
- (f) Entry by Golfers. Each Lot, Dwelling, and Village Home Area and any portion of the Common Areas which are adjacent to the golf course located on the Country Club Property shall be subject to the right and easement on the part of registered golf course players and their caddies to enter upon the unimproved portion of any such Lot, Dwelling, Village Home Areas, or Common Area which is withing thirty (30) feet of any such golf course to remove a ball, subject to the official rules of the golf courses, with such entering not being deemed to be a trespass. Golf course players or their caddies shall not be entitled to enter on any such Lots, Dwellings, Village Home Areas, or portions of the Common Areas with a golf cart or other vehicle, nor to spend an unreasonable amount of time on any such Lot, Dwelling, Village Home Area, or the Common Area, or in any way commit a nuisance while on any such portion of the Development.
- (g) Landscaping Plan Approval. In addition to the provisions of Article X hereof, the landscaping plan for any Lots, Dwellings, or Village Home Areas and the

portions of the Common Areas adjacent to any golf course located on the Country Club Property shall, for that portion of such Lot, Dwelling, Village Home Area, or Common Areas which is within thirty (30) feet of any such golf course, be in general conformity with the overall landscaping plan of such golf course, and shall be subject to Club Owner's prior right of approval, which approval shall not be unreasonably withheld. To promote a suitable and attractive open space atmosphere, no fence, wall, shrubbery, building, or other structure will be permitted within said thirty (30) foot portion of those Lots, Dwellings, Village Home Area, or portions of the Common Areas which are adjacent to such golf course, without the prior written approval of the Architectural Standards Committee and the Club Owner. There is hereby reserved over and across said thirty (30) foot portion of said Lots, Dwellings, Village Home Areas, and the Common Areas the right and easement of light, air, and view for the benefit of the adjacent golf course located on the Country Club Property.

3.15 No Partition.

For the maximum period allowed by Louisiana law, there shall be no judicial partition in kind or resubdivision of any Lot in the Development or any part thereof, nor shall any person acquiring any interest in a Lot in the Development or any part thereof seek any such judicial partition in kind or resubdivision unless the Lot has been removed from the provisions of this Declaration.

3.16 Burden Upon The Property.

Declarant hereby declares that this Declaration and the covenants, restrictions and easements established herein shall be covenants to run with the land. Said covenants and restrictions shall inure to the benefit of and be binding upon each and every Owner, and his or her respective heirs, representatives, successors, purchasers, lessees, grantees, and mortgagees. By the recording or acceptance of the conveyance of a Lot or Dwelling or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration and the By-Laws of English Turn Property Owner's Association, Inc., whether or not referred to in the Act of Conveyance.

3.17 Nonseverability of Rights.

The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of any portion of the Property as more specifically set forth herein and may not be severed or alienated from such ownership.

ARTICLE IV

MEMBERSHIP

4.01 Membership.

Every Owner shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separate from ownership of any Lot or Dwelling, and ownership of a Lot or Dwelling shall be the sole qualification for such membership. In the event that fee title to a Lot or Dwelling is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more than one membership per Lot or Dwelling. In the event of multiple Owners of a Lot or Dwelling, votes and right of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by a member or a member's spouse, but in no event shall more than one vote be cast or more than one office be held for each Lot or Dwelling, and further provided that a member casting a vote or holding an office with respect to this Dwelling shall not be entitled to cast an additional vote or to hold an additional office for the Lot upon which his residential unit is located. When more than one person holds an interest in any Lot or Dwelling, the vote for such Lot or Dwelling shall be exercised as those owners of such Lot or Dwelling themselves determine and so advise the Secretary or an Assistant Secretary of the Association prior to any meeting. In the absence of such advice, the vote appurtenant to such Lot or Dwelling is equal and each Lot or Dwelling, consents and agrees to the dilution of his voting interest in the Association by virtue of the submission from time to time of the Additional Property or any portion thereof to the terms of this Declaration as provided herein.

ARTICLE V

MAINTENANCE

5.01 Responsibilities of Owners and Village Home Associations.

Unless specifically identified herein, or in a Village Home Declaration as being the responsibility of the Association or Village Home Association, all maintenance and repair of Lots and Dwellings, together with all other improvement thereon or therein

and all lawns, landscaping, and grounds on and within a Lot or Dwelling, including the neutral ground or right-of-way area lying between the property line of such Lot or Dwelling and the Private Street, shall be the responsibility of the Owner of such Lot or Dwelling. Unless otherwise provided in the appropriate Village Home Declaration, the maintenance and repair of all common areas of common elements located within such Village Home Areas (including all landscaping and grounds and all recreational facilities and other improvements located within such Village Home Area) shall be the responsibility of the Village Home Association for such Village Home Area. Each Owner or Village Home Association shall be responsible for maintaining his or its Lot, Dwelling, or Village Home Area, as the case may be, in a neat, clean, and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all Dwellings, buildings, and other structures and all lawns, trees, shrubs, hedges, grass, and other landscaping. As provided in section 5.02 (b) hereof, each Owner or Village Home Association also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any items which is the responsibility of each Owner or Village Home Association, but which responsibility such Owner or Village Home Association fails or refuses to discharge. No Owner or Village Home Association shall (i) decorate, change, or otherwise alter the appearance of any portion of the exterior of a Dwelling or the landscaping, grounds, or other improvements within a Lot or Village Home Area unless such decoration, change, or alteration is first approved, in writing, by the Architectural Standards Committee, as provided in Article X hereof, or (ii) do any work which in the reasonable opinion of the Architectural Standards Committee, would jeopardize the soundness and safety of the Development, reduce the value thereof, or impair any easement or hereditament thereto, without in every such case obtaining the written approval of the Architectural Standards Committee, or Club Owner, as the case may be, directly affected thereby or benefiting from such easement or hereditament. No Owner or Village Home Association shall use any chemical control substances (e.g. fungicides, pesticides, and fertilizers) unless such chemical control substance is on the list of "Approved Use Chemical Control Substance and Fertilizers", which shall be made available to the Owners through the Association, from time to time.

5.02 Association's Responsibility

- (a) Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas, which responsibility shall include the maintenance, repair, and replacement of (i) all roads, walks, trails, parking lots, landscaped areas, recreational areas, and other improvements made by Declarant or the Association situated

within the Common Areas or at the election of the Association, within easements encumbering Lots, Dwellings, or Village Home Areas pursuant to Sections 3.04 and 3.08 hereof, (ii) such monitoring systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are a part of the Common Areas and which are not maintained by a public authority, public service district, public or private utility, or other person, and (iii) all lawns, trees, shrubs, hedges, grass, and other landscaping and all lakes and ponds situated within or upon the Common Areas and, (iv) all retention areas and facilities constructed by Declarant wherever located, and (v) snow and debris removal from all roads that are part of the Common Areas, the Association, Declarant and the Club owner shall not be liable for injury or damage to any person or property (A) caused by the elements or by any Owner or any other person, (B) resulting from any rain or other surface water which may leak or flow from any portion of the Common Areas or the Country Club Property, or (C) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, Declarant, or the Club Owner becoming out of repair. Nor shall the Association or Declarant be liable to any Owner for loss or damage by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Areas or any other portion of the Property. No diminution or abatement of failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

- (b) In the event that Declarant or the Board of Directors determine that; (i) any Owner or Village Home Association has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he or it is responsible hereunder, or (ii) that the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his family, tenants, guests, or invitees, and is not covered or paid for by insurance in whole or in part, then, in either event, Declarant or the Association, except in the event of an emergency situation, shall give such Owner or Village Home Association written notice of Declarant's or the Association's intent to provide such necessary

maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner or Village Home Association, as the case may be, and setting forth with reasonable particularity the maintenance, cleaning, repairs, or replacement deemed necessary. Except in the event of an emergency situations, such Owner or Village Home Association, as the case may be, shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of an emergency situations or the failure of any Owner or Village Home Association to comply with the provisions hereof after such notice, Declarant or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such owner or Village Home Association, as the case may be, and said cost shall be added to and become a part of the assessment to which such Owner and his Lot or Dwelling are subject and shall become a lien against such Lot or Dwelling, or, in the case of a Village Home Association, shall be added to and become a part of the assessments for all Owners within such Village Home Association and shall become a lien against such Owner's Lot or Dwellings. In the event that Declarant undertakes such maintenance, cleaning, repair or replacement, the Association shall promptly reimburse Declarant for Declarant's costs and expenses.

- (c) The Association takes cognizance of the special conditions set forth in paragraph II of the Department of the Army Permit issued to Jack Nicklaus Development Corporation, dated October 30, 1985, pursuant to Section 404 of the Clean Water Act (33 USC 1344), and the mitigative obligations undertaken thereby by said permittee (Jack Nicklaus Development Corporation) relative to the 710 acre Wilderness Park area located in the U.S. Coast Guard (USCG) Lower Algiers Reservation. In order to insure continuing compliance with certain conditions of the said permit, the Association shall be obligated as follows:
- i. Within the area developed via implementation of item 1 of paragraph II of said Permit, the Association shall install wood duck nesting boxes at the rate of 1 per acre of water, increased to 2 per acre of water once 60 percent of the original boxes are occupied. Boxes will continue to be added (as 60 percent become successively occupied) until a maximum of 4 per acre (total of approximately

800 boxes) are installed. Boxes shall be constructed to prohibit predation by racoons, squirrels, and snakes, and, on an annual basis, shall be cleaned, repaired, and restocked with fresh wood shavings after nesting is completed (i.e. after August 1 of the nesting year and before January 15 of the following year). Provisions shall be made to repair, maintain, and replace the boxes, as necessary, for the entire 40 year anticipated project life.

- ii. Measure shall be taken to eliminate the entire feral hog population currently inhabiting the Wilderness Park Area. This would improve the carrying capacity of the area for deer, swamp rabbit, squirrel, and other wildlife.
 - iii. An annual review and evaluation of fish and wildlife resources within the park shall be conducted by professional biologist(s). This would include population surveys, management recommendations, wood duck nesting success, and general fish and wildlife productivity estimates. A formal evaluation report shall be provided by April 1 of each year to the New Orleans District and FWS.
 - iv. Should one of the above mitigation measures become unattainable after a reasonable effort by the Association to accomplish same, and the U.S. Cops of Engineers requires equivalent mitigation as set forth in paragraph II, part 8 of said Permit, the Association shall be responsible for and obligated to carry out such equivalent mitigation as may be required.
- (d) The Association shall maintain a list of chemical control substances (e.g. fungicides, pesticides, and fertilizers), which may be used in the Development. Such list shall be made pursuant to the approval of a staff specialist whose credentials specifically include: Commercial Pesticide Applicator Certification, certified categories to include (i) ornamental and turf and (ii) aquatic pest control. A list of "Approved Use Chemical Control Substances and Fertilizers" promulgated by and subject to regular, periodic and prudent updates by the "Staff Specialist" shall be made available to the Owners from time to time, and the Owners shall be responsible for compliance therewith.
- (e) All obligations undertaken and assumed by the Association pursuant to paragraphs (c) and (d) of this sections 5.02 shall be at the Association's cost and expense.

ARTICLE VI

INSURANCE AND CASUALTY LOSSES

6.01 Insurance.

- (a) The Board of Directors or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form as the Board deems appropriate, for the benefit of the Association and insuring all insurable improvements in and to the Common Areas against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism, and malicious mischief, such coverage to be in an amount-sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard.
- (b) The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect a public liability policy covering all the Common Areas and all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents. Such public liability policy shall provide such overages as are determined to be necessary by the Board of Directors.
- (c) The Board or its duly authorized agents shall have the authority and may obtain (i) worker's compensation insurance to the extent necessary to comply with any applicable laws and (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.
- (d) All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for each of the Owners and costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereinafter in force with respect to the Development shall be vested in the Board of Directors; provided, however, that no mortgagee or other security holder of the Common Areas having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereof. Insofar as permitted by law, the Association shall be required to make every effort to secure insurance policies with the provision hereinafter set forth:
 - i. All policies shall be written with a company licensed to do business in the State of Louisiana and holding a rating of A-XI or better in

such financial categories as established by Best's Insurance Reports, if such a company is available or, if not available, its equivalent rating or best rating possible.

- ii. All property insurance policies (naming the Association as insured) shall be for the benefit of the Owners and their Mortgagees as their interests may appear.
 - iii. All policies shall contain a waiver of the insurer's right to cancel without first giving thirty (30) days prior written notice of such cancellation to the Association and to any Mortgagee to which a mortgagee endorsement has been issued.
 - iv. In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees, and all policies shall contain a provision that the other insurance clauses in such policies exclude from consideration policies obtained by individual Owners or their Mortgagees.
 - v. All policies shall contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's directors and officers, the Owners, and their respective families, servants, agents, tenants, guests, and invitees, including without limitation, the Association's manager.
 - vi. All policies shall contain a provision that no policy may be canceled, invalidated, or suspended on account of the conduct of one or more of the individual Owners, or their respective families, servants, agents, employees, tenants, guests, and invitees, or on account of the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.
 - vii. All liability insurance shall contain cross-liability endorsements to cover liability of the Association to an individual Owner and shall also name the Declarant and the members of the Architectural Standards Committee as additional insurers.
- (e) It shall be the individual responsibility of each Owner at his own expense to provide public liability, property damage, title, and other insurance with respect to his own Lot and Dwelling. The Board of Directors may require all Owners and/or Village Home Associations to carry public liability and property damage insurance with respect to their respective Lots, Dwellings,

and property owned by a Village Home Association and to furnish copies or certificates thereof to the Association.

6.02 Damage or Destruction to Common Areas.

Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article VI, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. Unless within sixty (60) days following any damage or destruction to all or a part of the Common Areas, Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, together with at least seventy-five (75%) percent of the total vote of the Association, shall otherwise agree, the Association shall restore or replace such damaged improvements. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a special assessment against all Owners, without the necessity of a vote pursuant to Section 9.04 hereof, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board of Directors, Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association. If it is determined that the damage or destruction for which the insurance proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by and for the benefit of the Association, and the ruins of the Common Areas damages or destroyed by fire or other casualty shall be cleared and the Common Areas left in a clean, orderly, safe, and sightly condition.

6.03 Damage or Destruction to Lots, Dwellings, or Village Home Areas.

In the event of damage or destruction by fire or other casualty to any Lots, Dwellings, or Village Home Areas, and in the further event that either the Owner of such Lot or Dwelling or the Village Home Association responsible for the repair and replacement of such Village Home Area, as the case may be, elects not to repair or rebuild the damaged or destroyed Lot, Dwelling, or Village Home Area, such Owner or Village Home Association making such election shall promptly clear away the ruins and debris of any damaged improvements or vegetation and leave such Lot, Dwelling, or Village Home Area in a clean, orderly, safe, and sightly condition. Should such Owner or Village Home Association elect to repair or rebuild such Lot, Dwelling or other Improvements, such Owner shall repair or rebuild such Lot, Dwelling, or other improvements to substantially the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and provisions of this Declaration (including, without limitation Article X hereof) and all applicable zoning, subdivision, building and other governmental regulations. All such work of repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion.

ARTICLE VII

CONDEMNATION

7.01 Condemnation of Common Areas.

Whenever all or any part of the Common Areas of the Development shall be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the Board acting on the agreement of at least seventy-five (75%) percent of the total vote of the Association (which conveyance may only occur with the approval of Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the expired option to add the Additional Property or any portion thereof to the Development), the award or proceeds made or collected for such taking or sale in lieu thereof shall be payable to the Association and shall be disbursed or held as follows:

- (a) If the taking or sale in lieu thereof involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add

the Additional Property or any portion thereof to the Development, together with at least seventy-five (75%) percent of the total membership of the Association, shall otherwise agree, the Association shall restore or replace such improvements so taken, to the extent practicable, on the remaining lands included in the Common Areas which are available therefor, in accordance with the plans approved by the Board of Directors, the Architectural Standards Committee, and by Declarant, for so long Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development. If the awards or proceeds are not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a special assessment against all Owners, without the necessity of a vote pursuant to Section 9.04 hereof, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, or as a lump sum payment, and additional special assessments may be made at any time during or following the completion of any repair or reconstruction. If such improvements are not be repaired or restored, the award or proceeds shall be retained by and for the benefit of the Association.

- (b) If the taking or sale in lieu thereof does not involve any improvements to the Common Areas, or if there are net funds remaining after any such restoration or replacement of such improvements is completed, then such award, proceeds, or net funds shall be retained by and for the benefit of the Association.
- (c) If the taking or sale in lieu thereof includes all or any part of a Lot, Dwelling, or Village Home Area and also includes any part of the Common Areas, then a court of competent jurisdiction shall apportion such award or proceeds and such award or proceeds shall be disbursed to the Association and the Owners so affected so as to give just compensation to the Owners of any Lot, Dwelling, or Village Home Area taken for their interest in such Lot, Dwelling, or Village Home Area; provided, however, such apportionment may instead be resolved by the agreement of (i) the Board of Directors, (ii) the Owners of all Lots, Dwellings, or Village Home Areas wholly or partially taken or sold, together with the Mortgagees for each such Lot, Dwelling, or Village Home Area, and (iii) Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.

7.02 Condemnation of Lots, Dwellings, or Village Home Areas.

- (a) In the event that all or any part of a Lot, Dwelling, or Village Home Area is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and in the further event that the Owner of such Lot or Dwelling or the Village Home Association responsible for the maintenance and repair of such Lot, Dwelling, or Village Home Area, as the case may be, elects not to restore the remainder of the Lot, Dwelling, or Village Home Area, then such Owner of Village Home Association making such election shall promptly clear away any remaining improvements damaged or destroyed by such taking or conveyance and shall leave such Lot, Dwelling, or Village Home Area and only remaining undamaged improvements thereon in a clean, orderly, safe and sightly condition. In addition, if the size of configuration of such Lot, Dwelling, or Village Home Area remaining after such taking or conveyance is insufficient to permit the restoration of the remaining improvements thereon or therein to their condition prior to such taking or conveyance in compliance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations, then such Owner or Village Home Association shall have the option, after clearing away all remaining improvements or portions thereof and placing the remainder in a clean, orderly, safe, and sightly condition referred to above, of deeding the remaining portion of the Lot, Dwelling, or Village Home Area to the Association (at no cost to the Association) as a part of the Common Areas, and thereafter any such Owner shall not have any further voting rights or membership rights or privileges in the Association or with respect to the Development and shall not be subject to any further assessments imposed by the Association and payable after the date of such deeding.
- (b) In the event that any part of a Lot, Dwelling, or Village Home Area is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and if the Owner of such Lot or Dwelling or the Village Home Association responsible for the maintenance and repair of such Lot, Dwelling, or Village Home Area, as the case may be, elects to restore the remainder of the Lot, Dwelling, or Village Home Area, such Owner or Village Home Associations making such election shall restore such remainder of such Lot, Dwelling, or Village Home Area as nearly as practicable to the same condition it was in prior to such taking or conveyance and in accordance with

all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building and other governmental regulations. All such work of restoration shall be commenced promptly following such taking or conveyance and shall be carried through diligently to conclusion.

ARTICLE VIII

ADMINISTRATION

8.01 Common Areas.

The Association, subject to the rights of the Declarant and the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishing and equipment related thereto) and shall keep the same in a good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof. Except to the extent otherwise required by the provisions of the laws of Louisiana relating to nonprofit corporations, this Declaration, the By-Laws, or Articles of Incorporation, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Owners. As provided in Section 12.01 hereof and notwithstanding any other provision to the contrary contained in any instruments evidencing or establishing the Development, Declarant shall have the right to appoint or remove any member or members of the Board of Directors and any officer or officers of the Association until such time as the first of the following events shall occur: (i) the expiration of ten (10) years after the date of the recording of this Declaration; or (ii) the surrender by Declarant of the authority to appoint and remove directors and officers of the Association by an express amendment to this Declaration executed and recorded by Declarant. Each Owner, by acceptance of a deed to or other conveyance of a Lot or Dwelling, vests in Declarant such authority to appoint and remove directors and officers of the Association as provided by this Section 8.01 and by Section 12.01 hereof.

8.02 Duties and Powers.

The duties and powers of the Association shall be those set forth in the provisions of the laws of Louisiana relating to nonprofit corporations, this Declaration, the By-Laws, and the Article of Incorporation, together with those reasonably implied to effect the

purposes of the Association; provided, however, that if there are conflicts of inconsistencies between the laws of Louisiana, this Declaration, the Articles of Incorporation and the By-Laws, in that order, shall prevail, and each Owner of a Lot or Dwelling by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will, remove such conflicts or inconsistencies. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such powers of the Association shall include, but shall not be limited to, the power to purchase one or more Lots and/or Dwellings, to furnish trash collections, water, sewer, and/or monitoring service for the Common Areas and/or the Lots, Dwellings, and Village Home Areas. Notwithstanding the foregoing provisions of this Section 8.02 or any other provision of this Declaration to the contrary, for so long as Declarant shall own any Lot or Dwelling primarily for the purpose of sale or hypothecate all or any portion of the Common Areas.

8.03 Agreements.

Subject to the prior approval of Declarant for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, all agreements and determinations lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, and assigns, and all others having an interest in the Development or the privilege of possession and enjoyment of any part of the Development; and in performing its responsibilities hereunder, the Association through its Board of Directors, shall have the authority to delegate to persons of its choice such duties of the Association as may be determined by the Board of Directors. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of the Development, whether such personnel are furnished or employed directly by the Association or by a person or entity with whom or with which it contracts. All costs and expenses incident to the employment of a manager shall be a Common Expense. During the term of such management agreement, such manager may, if authorized by the Board of Directors, exercise all of the powers and shall be responsible for the performance of all the duties of the Association, excepting any of those powers or duties specifically and exclusively reserved to the directors, officers, or members of the Association by this Declaration or the By-Laws. Such manager may be an individual, corporation or other legal entity, as

the Board of Directors shall determine, and may be bonded in such a manner as the Board of Directors may require, with the cost of acquiring any such bond to be a Common Expense. In addition, the Association may pay for, and the Board of Directors may hire and contract for, such legal and accounting services as are necessary or desirable in connection with the operation of the Development or the enforcement of this Declaration, the By-Laws, or the rules and regulations of the Association.

8.04 Management Agreement.

English Turn Joint Venture or an affiliate shall be employed as the manager of the Association and the Development for such period for time as Declarant has the right to appoint and remove officers and directors of the Association, with the option on the part of English Turn Joint Venture or its affiliate to renew such employment for two (2) successive one year terms from and after the termination of such appointment and removal right. Every grantee of any interest in the Development, by acceptance of a deed or other conveyance of such interest, shall be deemed to ratify such management agreement.

8.05 Personal Property and Real Property for Common Use.

The Association, through the action of its Board of Directors, may acquire and hold tangible and intangible personal property and real property and may dispose of the same sale or otherwise. All funds received and title to all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring or selling the same, shall be held by and for the benefit of the Association. The undivided interests of the Owners in the funds and assets of the Association cannot be individually assigned, hypothecated, or transferred in any manner, except to the extent that a transfer of the ownership of a Lot or Dwelling also transfers the members in the Association which is an appurtenance to such Lot or Dwelling.

8.06 Rules and Regulations.

As provided in Article XI hereof, the Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Lots, Dwellings, Village Home Areas, and Common Areas, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

8.07 Indemnification.

The Association shall defend, indemnify and hold harmless every officer and director of the Association, and member of the Architectural Standards Committee against any and all expenses, including court costs and reasonable attorney fees, reasonably incurred by

or imposed upon any current or former officers, director or member of the Architectural Standards Committee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which he may be made a party by reason of being or having been an officer, director or member of the Architectural Standards Committee. The officers, directors and members of the Architectural Standards Committee shall not be liable for any mistakes of judgment, negligence, or otherwise, except for their own willful misconduct or nonfeasance. The officers and directors shall no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers and directors may also be members of the Association) and the Association shall defend, indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein, shall not be exclusive of any other rights to which any officer, director, or member of the Architectural Standards Committee, may be entitled. The Association may as a Common Expense maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

ARTICLE IX

ASSESSMENTS

9.01 Purpose of Assessments.

The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, welfare, common benefit, and enjoyment of the Owners and occupants of the Development, and maintaining the Development and improvements therein, all as may be more specifically authorized herein and from time to time by the Board of Directors.

9.02 Creation of Lien and Personal Obligation of Assessments.

Each Owner of a Lot or Dwelling by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (a) annual assessments, such assessments to be established and collected as provided in Section 9.03 hereof, (b) special assessments, such assessments to be established and collected as provided in Section 9.04 hereof, (c) individual or specific assessments against any particular Lot or Dwelling which are established pursuant to the terms of this Declaration, including, but not

limited to, fines as may be imposed against such Lot or Dwelling in accordance with Article XI hereof. Any such assessments, together with late charges, simple interest at the maximum rate of eighteen (18%) percent per annum, but in no event to exceed the maximum rate of interest authorized by Louisiana law, and court costs and attorneys' fees incurred to enforce or collected such assessments, shall be an equitable charge and a continuing lien upon the Lot or Dwelling, the Owner of which is responsible for payment. Each Owner shall be personally liable for assessments coming due while he is the Owner of a Lot or Dwelling, and his grantee shall take title to such Lot or Dwelling, and his grantee shall take title to such Lot or Dwelling, subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee therefor; provided, however, the lien for unpaid assessments shall not apply to the holder of any Mortgage securing a loan made by Declarant, its affiliates, successors, or assigns, who takes title to a Lot or Dwelling through foreclosure or by dation en paiement, or to any purchaser of such Lot or Dwelling at such foreclosure sale. Any purchaser of a Lot through a foreclosure sale or by dation en paiement, shall thereafter be a member of the Association and subject to all future assessments. In the event of co-ownership of any Lot or Dwelling, all of such Co-Owners shall be jointly and severally and solidarity liable for the entire amount of such assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, provided that unless otherwise provided by the Board, the annual assessments shall be paid in advance in equal semi-annual installments.

9.03 Computation of Annual Assessments.

It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses during the coming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Association. The Board shall cause the budget and the proposed total of the annual assessments to be levied against Lots and Dwellings for the following year to be delivered to each Owner at least fifteen (15) days prior to such meeting. The total annual assessments shall be divided among the Lots and Dwellings equally, so that each Lot and Dwelling shall be subject to equal annual assessments.

Upon the addition of the Additional Property or any portion thereof to the Development, assessments shall continue to be equal and the Lots and Dwellings being added to the Development shall thenceforth pay assessments which are equal to those imposed upon Lots and Dwellings previously in the Development. In such event, the Association's budget shall be accordingly revised by the Board, without the necessity of approval by the Owners, to include Common Expenses and assessments related to such

additional Lots and Dwellings. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by either (i) Declarant, for so long as Declarant has the authority to appoint and remove directors and officers of the Association, or (ii) a vote of a majority of the votes of the Owners who are voting in person or by proxy at such meeting (provided that a minimum vote of fifty one (51%) percent of all the votes of the Association shall be required to disapprove the budget). Notwithstanding the foregoing, in the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual assessments in effect for the then current year shall be increased in proportion to the percentage increase, if any, for the then current year, in the Consumer Price Index (all Urban Consumer, United States City Average, All Items 1982-84=100), or its successor index, over the prior year, and such increased budget shall be implemented for the succeeding year, until a new budget shall have been approved as provided above. If any budget at any time prove inadequate for any reason, then the Board may call a meeting of the Association for the approval of a special assessment as provided in Section 9.04 hereof. The Common Expenses to be funded by the annual assessments may include, but shall not necessarily be limited to, the following:

- (a) Management fees and expenses of administration, including legal and accounting fees;
- (b) Utility charges for utilities serving the Common Areas and charges for other common services for the Development, including trash collection and monitoring services, if any such services or charges are provided or paid by the Association;
- (c) The cost of any policies of insurance purchased for the benefit of all the Owners and the Association as required or permitted by this Declaration, including fire, flood, and other hazard coverage, public liability coverage, and such other insurance coverage as the Board of Directors determines to be in the interests of the Association and the Owners;
- (d) The expenses of maintenance, operation, and repair of those portions of the Common Areas which are the responsibility of the Association under the provisions of this Declaration;
- (e) The expenses of maintenance, operation, and repair of the other amenities and facilities serving the Development, the maintenance,

operation and repair of which the Board from time to time determines to be in the best interest of the Association;

- (f) The expenses of the Architectural Standards Committee which are not defrayed by plan review charges;
- (g) Ad valorem real property taxes assessed and levied against the Common Areas;
- (h) The expenses for conducting recreational, cultural, or other related programs for the benefit of the Owners and their families, tenants, guests, and invitees;
- (i) Such other expenses as may be determined from time to time by the Board of Directors of the Association to be Common expenses, including, without limitation, taxes and governmental charges not separately assessed against Lots or Dwellings; and
- (j) The establishment and maintenance of a reasonable reserve fund or funds (A) for inspections, maintenance, repair and replacement of those portions of the Common Areas which are the responsibility of the Association and which must be inspected, maintained, repaired, or replaced on a periodic basis, (B) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and (C) to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board of Directors.

9.04 Special Assessments.

In addition to the annual assessments authorized above, the Association, acting through its Board of Directors, may levy, in any assessment year, special assessments for Common Expenses, applicable to that year only, provided that except as otherwise permitted in Section 6.02 and 7.01 hereof, any such assessment shall be approved by (i) Declarant, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, and (ii) by a majority of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of Section 9.06 hereof. The Board of Directors may make such

special assessment payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such special assessments are to be prorated among the Lots and Dwellings equally as provided with respect to annual assessments.

9.05 Individual Assessments.

Any expenses of the Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests, or invitee of any Owner shall be specifically assessed against such Owners and their respective Lots or Dwellings. The individual assessments provided for in this Section 9.05 shall be levied by the Board of Directors and the amount and due date of such assessment so levied by the Board shall be as specified by the Board.

9.06 Notice of Meeting and Quorum.

Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose of taking any action authorized under Sections 9.03 and 9.04 hereof shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of such meetings. With respect to annual meetings the presence of members or proxies entitled to cast over fifty (50%) percent of all the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence in person or by proxy of members having one-third (1/3) of the total votes of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Notwithstanding such reduced quorum requirement at a subsequent meeting, a minimum vote of fifty-one (51%) percent of all the votes of the Association shall be required to disapprove the Association's budget.

9.07 Liens.

All sums assessed against any Lot or Dwelling pursuant to this Declaration, together with court costs, reasonable attorney's fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot or Dwelling in favor of the Association. Such liens shall be superior to all other liens and encumbrances on such Lot or Dwelling except only for (i) liens of ad valorem taxes, and (ii) liens for all sums unpaid on a first priority institutional Mortgage or on any Mortgage to Declarant, or its affiliates, successors, or assigns and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument, and (iii) liens for labor performed or materials furnished as authorized by the Louisiana Private Works Statute. Notwithstanding the foregoing to the contrary, the subordination of assessments to the lien of such Mortgage shall only apply to such

assessments which have become due and payable prior to a foreclosure. All other persons acquiring liens, mortgages or other encumbrances on any Lot or Dwelling after this Declaration shall have been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to such future liens for assessments as provided herein, whether or no such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.

9.08 Effect of Nonpayment; Remedies of the Association.

Any assessments of an Owner or any portions thereof which are not paid when due shall be delinquent. Any assessment delinquent for period or more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Board from time to time and shall also commence to accrue simple interest at the maximum rate of eighteen (18%) percent per annum, but in no event to exceed the maximum rate authorized by Louisiana law. A lien and equitable charge as herein provided for each assessment shall attach simultaneously as the same shall become due and payable, and if an installment of the assessment for such year has not been paid within thirty (30) days, the entire unpaid balance of the assessment may be accelerated at the option of the Board and be declared due and-payable in full. The continuing lien and equitable charge of such assessment shall include the late charge established by the Board of Directors, interest on the principal amount due at the maximum rate of eighteen (18%) percent per annum, but in no event to exceed the maximum rate authorized by Louisiana law, all costs of collection (including reasonable attorney's fees and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclosure its lien. The equitable charge and lien provided for in this Article shall be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to a Lot or Dwelling vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The Association shall have the power to bid on the Lot or Dwelling at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Lot or Dwelling and an Owner shall remain personally liable for assessments, interest, and late charges which accrue prior to a sale, transfer, or other conveyance of his Lot as Dwelling.

9.09 Certificate.

The Treasurer, any Assistant Treasurer, or the manager of the Association shall, within ten (10) days of a written request and upon payment of such fee as is from time to time reasonably determined by the Board of Directors, furnish to any Owner of such Owner's Mortgagee which requests the same, a certificate in writing signed by said Treasurer, Assistant Treasurer, or manager setting forth whether the assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest, and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any assessments stated therein to have been paid.

9.10 Date of Commencement of Annual Assessments.

The annual assessments provided for herein shall commence as to each Lot and Dwelling on the day on which such Lot or Dwelling is conveyed to a person other than Declarant and shall be due and payable in such manner and on such schedule as the Board of Directors may provide. Annual assessments and any outstanding special assessments shall be adjusted for such Lot or Dwelling according to the number of months then remaining in the then fiscal year of the Association and the number of days then remaining in the month in which such Lot or Dwelling is first conveyed. Annual and special assessments for Lots and Dwellings in portions of the Additional Property hereafter submitted to the terms of this Declaration shall commence with respect to each such Lot and Dwelling on the later of (i) the day on which such Lot or Dwelling is conveyed to a person other than Declarant, or (ii) the day of the recording of the amendment to the Declaration so submitting such parcels, and annual and special assessments for each such Lot and Dwelling shall be adjusted according to the number of months then remaining in the fiscal year of the Association and the number of days then remaining in the month in which such assessments commence. Anything contained herein to the contrary notwithstanding, Declarant shall not be responsible for the payment of annual or special assessments on Lots or Dwellings which it or its affiliates own and which do not contain occupied residences (except as hereinafter provided), provided that Declarant covenants and agrees to pay any annual and special assessments for each Lot and Dwelling owned by Declarant or an affiliate and containing occupied residences. Furthermore, Declarant shall have the option to either pay annual assessments on Lots and Dwellings owned by Declarant or fund any deficit which may exist between assessments and the lesser of (i) the actual operating expenses incurred by the Association, or (ii) the annual budget of the Association for so long as Declarant has the authority hereunder to appoint and remove directors of the Association. Upon Declarant no longer having the authority to appoint directors or

officers of the Association Declarant shall be obligated only to pay assessments on Lots and Dwellings owned by Declarant.

9.11 Exemption from Assessments.

During the period of 5 years, commencing from the date of recordation of this Declaration with the Recorder of Conveyances for the Parish of Orleans, Declarant shall have the right, in its absolute discretion, to exempt any and all builders who purchase one or more Lots for the purpose of building Dwellings for sale, from all or any portion of the Assessments, Annual or Special, authorized by Article IX of this Declaration.

ARTICLE X

ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

10.01 Purpose.

In order to preserve the natural setting and beauty of the Development, to establish and preserve a harmonious and aesthetically pleasing design for the Development, and to protect and promote the value of the Property, the Lots, Dwellings, Village Home Areas, any and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article X. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article X.

10.02 Architectural Standards Committee.

The Board of Directors shall establish the Architectural Standards Committee which shall consist of up to five (5) (but not less than three (3)) members, all of whom shall be Owners and who may or may not be members of the Board of Directors, provided that prior to the termination of Declarant's right to appoint and remove officers and directors of the Association, such members do not have to be Owners. The regular term of office for each member shall be one year, coinciding with the fiscal year of the Association. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. Notwithstanding the foregoing to the contrary, any member appointed to the Architectural Standards Committee by the Board shall be subject to the prior approval of Declarant until that date which is one (1) year from and after the date on which Declarant's right to appoint and remove officers and directors of the Association is terminated. The Architectural Standards Committee shall elect a chairman and he, or

in his absence, the vice chairman, shall be the presiding officer at its meeting. The Architectural Standards Committee shall meet at least once in each calendar month, as well as upon call of the chairman, and all meetings shall be held at such places as may be designated by the chairman. Three (3) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the Architectural Standards Committee shall constitute the action of the Architectural Standards Committee on any matter before it. The Architectural Standards Committee is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Architectural Standards Committee in performing its functions set forth herein. Each member of the Architectural Standards Committee may be paid a stipend or honorarium as from time to time determined by the Board as a Common Expense.

10.03 Permitted Improvements; Standards.

- (a) No improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any part of the Property, except (i) for Dwellings and other improvements which are constructed by Declarant, (ii) such improvements as are approved by the Architectural Standards Committee in accordance with this Article X, or (iii) improvements which pursuant to this Article X do not require the consent of the Architectural Standards Committee.
- (b) The Architectural Standards Committee is hereby authorized to promulgate from time to time written architectural standards, policies, and guideline and set-back restrictions for front, rear and side yard areas (the "Standards") governing the construction, location, landscaping and design of improvements, the contents of submissions of plans and specifications, and other information required to evidence compliance with and obtain approval pursuant to Sections 10.5, 10.06 and 10.08 hereof. Any such Standards published by the Architectural Standards Committee shall be binding and enforceable on all Owners with respect to all improvements in the Development requiring the approval of the Architectural Standards Committee.
- (c) No improvements of any nature whatsoever shall be commenced, constructed, altered, added to or maintained upon any part of the Property (except for Dwellings and other improvements which are constructed by Declarant and for improvements which pursuant to this Article X do not require the consent of the Architectural Standards Committee) unless and

until the Architectural Standards Committee has approved in writing the proposed architect and builder of any such improvements.

10.04 Construction of Improvements.

- (a) No construction of improvements on any Lots, Dwellings, or Village Home Areas shall be undertaken or conducted on Sundays, except for (i) construction activities of Declarant, (ii) emergency situations involving the potential loss, injury, or damage to persons or property, and (iii) as otherwise permitted by the Architectural Standards Committee.
- (b) Dwellings may not be temporarily or permanently occupied until the exteriors thereof and the landscaping of the Lot on which the Dwelling is located have been completed, or adequate provisions have been made for the completion of landscaping where the weather conditions prohibit immediate completion, and a certificate of occupancy for such Dwelling has been issued. No temporary house, shack, tent, barn, or other outbuilding shall be permitted on any Lot, Dwelling, or within any Village Home Area at any time, except for temporary structures for social functions as may be permitted by rules and regulations promulgated by the Board, nor shall any stable, poultry house or yard, rabbit hut, or other similar yard structure be constructed or allowed to remain on any Lot or Dwelling or within any Village Home Area. Construction of all Dwellings shall be completed within one (1) year of the commencement date of said construction. During the continuance of construction by an Owner or Village Home Association, such Owner or Village Home Association shall require its contractors to maintain the Lot, Dwelling, or Village Home Area in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such Owner or Village Home Association, as the case may be, shall cause its contractors to immediately remove all equipment, tools, and construction material and debris from the Lot, Dwelling, or Village Home Area on which construction has been completed.
- (c) All buildings, structures or other improvements (excepting sidewalks and driveways) on or with respect to any Lot, Dwelling or Village Home Area shall be located within the setback lines specified in the Standards promulgated by the Architectural Standards Committee, provided that the Architectural Standards Committee shall be empowered to grant variances with respect to such set-back lines.

10.05 Architectural Approval.

To preserve the architectural and aesthetic appearance of the Development, no construction of improvements of any nature whatsoever shall be commenced or maintained by any Owner or Village Home Association, other than Declarant, with respect to the construction or affecting the exterior appearance of any Dwelling or with respect to any other portion of the Property, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouse, playhouses, awnings, walls, fences, exterior lights, garages, guest or servants' quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless and until two (2) copies of the plans and specifications and related data (including, if required by the Architectural Review committee, survey showing the location of trees of six (6) inches in diameter at a height of four (4) feet and other significant vegetation on such Lot, Dwelling or Village Home Area) showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Standards Committee as to the compliance of such plans and specifications, and related data so submitted shall be retained in the records of the Architectural Standards Committee, and other copy shall be returned to the Owner or Village Home Association marked "approved", "Approved as Noted", or "Disapproved". The Architectural Standards Committee shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The fee initially established for such review shall be for each submission, and the Architectural Standards Committee shall have the right to increase this amount from time to time. Notwithstanding the foregoing, an Owner may make interior improvements and alterations within his Dwelling that do not affect the exterior appearance and a Village Home Association may make interior improvements or alterations within any building or structures which it owns or maintains that do not affect the exterior appearance, without the necessity of approval or review by the Architectural Standards Committee. The Architectural Standards Committee shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. In connection with approval rights and to prevent excessive drainage or surface water run-off and in order to comply with any restrictions imposed from time to time on the Development, or portions thereof, by the applicable governmental authorities, the Architectural Standards Committee shall have the right to establish a maximum percentage of a Lot, Dwelling, or Village Home Area which can be cleared or graded and a maximum percentage of a Lot, Dwelling, or Village Home Area which may be covered by Dwellings, buildings,

structures, or other improvements, which standards shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover, and other environmental factors. Following approval of any plans and specification by the Architectural Standards Committee, representatives of the Architectural Standards Committee shall have the right during reasonable hours to enter upon and inspect any Lot, Dwelling, Village Home Area, or other improvements with respect to which construction is underway to determine whether or not the plans and specifications have not been approved or are not being complied with, the Architectural Standards Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In the event the Architectural Standards Committee fails to approve or disapprove in writing any proposed plans and specifications shall have been submitted, such plans and specifications will be deemed to have been expressly approved, provided that proposed improvements are generally in harmony with the scheme of the Development as set forth in this Declaration. Upon approval of plans and specifications, no further approval under this Article X shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Refusal of approval of plans and specification may be based by the Architectural Standards Committee upon any ground which is consistent with the objects and purposed of this Declaration, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

10.06 Landscaping Approval.

To preserve the aesthetic appearance of the Development, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by an Owner or Village Home Association, other than Declarant, unless and until the plans therefor have been submitted to and approved in writing by the Architectural Standards Committee. The provisions of Section 10.05 hereof regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping, clearing, grading, excavation, or filling. Such plans shall include a calculation of the ratio of the area to be covered by grass lawns versus the area to be left in a natural state, and the Architectural Standards Committee shall be entitled to promulgate standards with respect to such ratios. The landscaping plans for any Lots, Dwellings, or Village Home Areas adjacent to golf courses located on the Country Club Property shall, in addition, be subject to the rights of Club Owner set forth in Section 3.14 (f) hereof. Furthermore, no hedge or shrubbery planting or tree which obstructs sight-lines of streets and roadways within the Development shall be placed or

permitted to remain on any Lot, Dwelling, or Village Home Area where such hedge, shrubbery, or tree interferes with traffic sight-lines, including sight-lines at the intersection of a driveway and a road or street in the Development. No Owner or Village Home Association, other than Declarant, shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of six (6) inches or more at a point of four (4) feet above ground level, without obtaining the prior approval of the Architectural Standards Committee. However, dead or diseased trees which are inspected and certified as dead or diseased by the Architectural Standards Committee or its representatives, as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any Lot, Dwelling, or Village Home Area by the Owner of such Lot or Dwelling or Village Home Association for such Village Home Area, as the case may be. All of the landscaping of Lots and Dwellings must be completed prior to occupancy of the Dwelling, except as provided in 10.04 (b). All landscaping within Village Home Areas must be completed in accordance with a landscaping schedule approved by the Architectural Standards Committee.

10.07 Approval Not a Guarantee.

No approval of plans and specifications and no publication of Standards shall be construed as representing or implying that such plans, specification, or Standards will, if followed, result in properly designed improvements. Such approvals and Standards shall in no event be construed as representing or guaranteeing that any Dwelling or other improvement built in accordance therewith will be built in a good workmanlike manner. Neither Declarant, the Association, nor the Architectural Standards Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article X, any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications.

10.08 Building Restrictions.

All Dwellings and other structures shall be construed in compliance with any and all applicable state, parish and municipal zoning and building restrictions and any applicable regulations and restrictions of applicable governmental agencies. All grading, clearing, construction of impervious surfaces and other construction activity performed on Lots or Dwellings shall be performed in accordance with the standards promulgated by the Architectural Standards Committee. Prior to any such grading, clearing, construction or impervious surfaces, or other construction activity, the Owner of any Lot or Dwelling shall receive the prior written approval of the Architectural Standards Committee. Any Owner that performs any grading, clearing, construction of

impervious surfaces, or other construction activity in violation of the above, shall be liable to Declarant for any damages incurred by Declarant arising out of such violation and Declarant hereby expressly reserves the right to sue any such Owner for monetary damages and for specific performance of the above covenants and restrictions. In addition, the Architectural Standards Committee is authorized to promulgate from time to time as part of the standards described in 10.03 (b) hereof additional restrictions applicable to the Development, including, without limitation, restrictions relating to height of improvements above grade, roof pitch, and minimum square footage of living space in each Dwelling. No exterior portion of any building, space in each Dwelling. No exterior portion of any building, structure, or other improvement (excepting sidewalks and driveways) located on or with respect to any Lot, Dwelling, or Village Home Area shall be located other than as permitted by the applicable set-back line restrictions as set forth in the Standards; provided that the Architectural Standards Committee shall be empowered to grant variances with respect to such set-back line restrictions, including, variances for any Lot or Dwelling located within a Village Home Area, in its sole and absolute discretion. To assure that Dwellings and other structures will be located so that the maximum view, privacy, and breeze will be available to each Dwelling or structure, Dwellings and structures will be located with regard to the topography of each Lot, Dwelling and Village Home Area, taking into consideration the location of trees and vegetation and other aesthetic and environmental considerations, as well as the precise site and location of any other Dwellings or structures within the Development and the Architectural Standards Committee shall have the authority to determine such locations for Dwellings and structures. In addition, all residential structures constructed on a Lot shall: (i) have a first floor elevation not less than the minimum elevation designated on the official flood plain map published by the Federal Emergency Management Agency for the area in which the Lot is located, or the minimum elevation required by the City of New Orleans, whichever is greater, and (ii) be designed and constructed in compliance with the requirements of any building code related to construction in flood hazard areas, if any are applicable.

10.09 Service Yards.

Each Village Home Association and each Owner of a Lot or Dwelling not located within a Village Home Area shall provide visually-screened areas to serve as service yards in which garbage receptacles, fuel tanks, wood piles, gas and electric meters, and air conditioning equipment shall be located. Vehicles, materials, supplies, and equipment which are stored outside by Owners or Village Home Associations must be placed or stored in order to conceal them from view from roads and adjacent properties. Any such visual barrier shall be at least six (6) feet high and may consist of either fencing or landscaping and planting which is approved by the Architectural Standards Committee in accordance with the terms of this Article X.

10.10 Use of Lots and Dwellings.

Except as permitted by Section 3.10 and 10.20 hereof, each Lot and Dwelling shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. No more than one (1) Dwelling shall be located on any Lot. The use of a portion of a Dwelling as an office by an Owner or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic. The use of a Dwelling or a portion thereof for business meetings, entertainment, or the enjoyment or business of the Owner's employees, trustees, agents, client, or customers shall not be considered to be a violation of this covenant if such use does not create regular customer, client or employee traffic. Lease or rental of a Dwelling for residential purposes shall also not be considered to be a violation of this covenant so long as the lease (i) is not less than the entire Dwelling and all the improvements thereon, (ii) is for a term of at least six (6) months, and (iii) is otherwise in compliance with the rules and regulations as may be promulgated and published from time to time by the Board of Directors. All leases shall be required to be in writing, and, prior to the commencement of any such lease, the Owner shall provide the Secretary of the Association and the managing agent of the Association, if any, with copies of such lease. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder. Notwithstanding any provision of this Section 10.10 to the contrary, Declarant, its successors or assigns, if the right is so transferred by Declarant, shall have the perpetual right to designate in writing to the Associations from time to time Dwellings in the Development which may be leased for such period of time as Declarant shall determine, including daily and weekly rentals, and for these Dwellings, Declarant or the Owner shall not be required to supply copies of the leases therefor to the Association.

10.11 Exterior Appearance.

No chain link fences shall be permitted within the Development, except with regard to maintenance areas within the Common Areas and the Country Club Property, tennis courts approved by the Architectural Standards Committee, and those fences erected by Declarant. Further, no foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, or other purpose, nor shall any window-mounted heating or air conditioning units be permitted. Except within screened service yards, outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, or other item be hung or on any railing, fence, hedge, or wall. When not in use, all garage doors shall be kept closed. Except for corner Lots and Dwellings within a Village Home Area, no garage door shall face the street on which the Dwelling fronts, unless approved by the Architectural Standards Committee. No projections of any type shall

be placed or permitted to remain above the roof of any improvements except approved chimneys or vent stacks.

10.12 Signs.

Except as may be required by legal proceedings, no signs or advertising posters of any kind shall be maintained or permitted within any windows, on the exterior of any improvements located within the Development, or elsewhere on any portion of the Property, without the express written approval of the Architectural Standards Committee. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural Standards Committee and may be arbitrarily withheld. Notwithstanding the foregoing, the restrictions of this Section 10.12 shall not apply to Declarant. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas and within those easement areas established in Section 3.08 hereof.

10.13 Antennas.

No television antenna, radio receiver, satellite dish, or other similar device shall be attached to or installed on any portion of the Development, unless contained entirely within the interior of a building or other structure, nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any Lot, Dwelling, or Village Home Area which may unreasonably interfere with the reception of television or radio signals within the Development; provided, however, that Declarant and the Association shall not be prohibited from installing equipment necessary for master antenna, monitoring cable television, mobile radio, or other similar systems within the Development, and should cable television services be unavailable and adequate television reception not be otherwise available, then an Owner or Village Home Association may make written application to the Architectural Standards Committee for permission to install a television antenna.

10.14 Monitoring Systems.

In the event that either Declarant or the Association shall install a central monitoring system within the Development, with the capability of providing monitoring services to each Dwelling within the Development, then any Owner or Village Home Association shall be entitled to utilize the central monitoring system pursuant to the rules and regulations established therefor; provided, however, nothing contained herein shall be construed to obligate either Declarant or the Association to install such a central monitoring system, and, provided further, in the Association shall have any responsibility to prevent, and shall not be liable to any Owner or any other Person, for, any loss or losses due to theft, burglary, or damage, or any injury to persons or property

caused by persons gaining access to the Development, and each Owner hereby releases Declarant, the Association and their agents from all liability resulting from any of the foregoing acts.

10.15 Water Wells and Septic Tanks.

No private water wells may be drilled or maintained and no septic tanks or similar sewerage facilities may be installed or maintained on any Lot, Dwelling, or Village Home Area, except for wells maintained solely for irrigation purposes. All such irrigation wells must receive the prior written approval of the Architectural Standards Committee.

10.16 Pets.

No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept, by any Owner upon any portion of the Development, provided that generally recognized house pets may be kept in Dwellings, subject to rules and regulations adopted by the Association, through its Board of Directors, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Areas. Pets shall be under leash at all times when walked or exercised in any portion of the Common Areas, and no pet shall be permitted to leave its excrement on any portion of the Common Areas, and the Owner of such pet shall immediately remove the same. Upon the written request of the Owner, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section 10.16, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance or to be in violation of these restrictions. The Board of Directors shall have further right, subject to Section 11.03 hereof, to fine any Owner (in an amount not to exceed \$50.00 per violation) for the violation of these pet restrictions by such Owner or an occupant of his Lot or Dwelling, and an Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of an occupant of such Owner's Lot or Dwelling. Any such fine or cost of repair shall be added to and become a part of that portion of any assessment next coming due to which such Lot or Dwelling and its Owner are subject.

10.17 Nuisances.

No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Development, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Development, so as to render any portion thereof

unsanitary, unsightly, offensive, or detrimental to the persons using or occupying any other portions of the Development. Noxious or offensive activities shall not be carried on in any Lot, Dwelling, or Village Home Area or in any part of the Common Areas, and each Owner, his family, tenants, guests, invitees, servants, and agents shall refrain from any act or use of a Lot, Dwelling, or Village Home Area or of the Common Areas which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the Occupants of other portions of the Development or which could result in a cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions no exterior speakers, horns, whistles, bells, or other sound devices, except monitoring and fire alarm devices used exclusively for such purposes, shall be located, used, or placed within the Development. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Development shall be liable to the Association for the actual costs of removal thereof or the sum of \$150.00, whichever is greater, and such sum shall be added to and become a part of that portion of any assessment next becoming due to which such Owner and his Lot or Dwelling are subject.

10.18 Golf Course Areas.

Owners of Lots and Dwellings adjacent to all golf courses areas, as well as their families, tenants, guests, invitees, and pets, shall be obligated to refrain from any actions which would distract from the playing qualities of any golf course located on the Country Club Property. Such prohibited activities shall include, but not be limited to, burning materials where smoke will cross the golf course, maintenance of dogs or other pets under conditions which interfere with golf course play due to their loud barking or other actions, playing of loud radios, televisions, stereos, or musical instruments, running or walking on the fairways, picking up balls, or similar interference with play.

10.19 Motor Vehicles, Trailers, Boats. Etc.

Each Owner or Village Home Association shall provide for parking of at least two (2) automobiles in garages, equipped with garage doors, prior to occupancy of the Dwellings owned or maintained by such Owner or Village Home Association. All automobiles owned or used by Owners or Occupants other than temporary guests and visitors shall be parked in garages to the extent that garage space is available, and garages shall not be used for storage or otherwise so that they become unavailable for parking cars therein. The Board of Directors of the Association shall have the authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lot, Dwelling, or Village Home Area or within any portion of the Common Areas (other than areas provided therefore within the Common Areas, if any) of any

mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle motorized go-cart, or any other related forms of transportation devices. Furthermore, although not expressly prohibited hereby, the Board of Directors may at any time prohibit mobile homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts, and other similar vehicles, or any of them, from being kept, placed, stored, maintained, or operated upon any portion of the Development if in the opinion of the Board of Directors such prohibition shall be in the best interests of the Development. No Owners or other Occupants of any portion of the Development shall repair or restore any vehicle of any kind upon or within any Lot, Dwellings, or Village Home Area or within any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility, Declarant hereby reserves the right (without any obligation to do so) to designate a portion of the Common Areas as a parking area for boat trailers, motor homes, and similar vehicles.

10.20 Sales and Construction Activities.

Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors, and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots and/or Dwellings or the developing of Lots, Dwellings, Village Home Areas, Common Areas, and the Additional Property, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model Dwellings, all as may be approved by Declarant from time to time, provided that the locations of any construction trailers of any assignees of Declarant's rights under this Section 10.20 shall be subject to Declarant's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Dwellings as model residences, and to use any Dwelling as an office for the sale of Lots and/or Dwellings and for related activities.

10.21 Multiple Ownership.

No Lots or Dwellings may be sold under any time-sharing, time-interval, or similar right-to-use programs.

10.22 Traffic Regulations.

All vehicular traffic on the private streets and roads in the Development shall be subject to the provisions of the laws of the State of Louisiana and the City of New Orleans concerning operation of motor vehicles on public streets. The Association is hereby

authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits and including modifications of those in force on public streets, within the Development. The Association shall be entitled to enforce same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. In the event of a conflict between such provisions of the laws of the State of Louisiana and City of New Orleans and such rules and regulations promulgated by the Association, the rules and regulations of the Association shall govern. Only drivers licensed to operate motor vehicles by the State of Louisiana or by any other state in the United States may operate any type of motor vehicle, including golf carts, within the Development. In order to operate a golf cart in the Development, the owners or users thereof shall have complied with any regulations and requirements for the operation thereof as may be required by the Association and the Club Owner. All vehicles of any kind and nature which are operated on the streets in the Development shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all residents of the Development.

10.23 Repurchase Option.

Declarant hereby reserves unto itself and its successors and assigns the right and option to purchase any Lot or Dwelling within the Development which is offered for sale by the Owner thereof, such option to be at the price and on the terms and conditions of any bona fide offer for such Lot or Dwelling which is acceptable to such Owner and which is made to such Owner by a third party (or any offer made by such Owner that is acceptable to a third party). Upon the receipt (or making) of any such offer by an Owner, such Owner shall promptly submit a copy of the same to Declarant, and Declarant shall have a period of three (3) business days from and after Declarant's actual receipt of such copy from such Owner in which to exercise its purchase option by giving such Owner written notice of such exercise. If Declarant fails to respond or to exercise such purchase option within said three (3) business day period, Declarant shall be deemed to have waived such purchase option. If Declarant declines to exercise such option, Declarant shall execute an instrument evidencing its waiver of its repurchase option, which instrument shall be in recordable form. In the event that Declarant does not exercise its purchase option and such sale to a third party is not consummated on such terms within six (6) months of the date in which the offer is transmitted to Declarant, the terms and limitations of this Section 10.23 shall again be imposed upon any sale by such Owner. If Declarant shall elect to purchase such Lot or Dwelling, the transaction shall be consummated within sixty (60) days following delivery of written notice by Declarant to such Owner of Declarant's decision to so purchase such Lot or Dwelling.

ARTICLE XI

RULE MAKING

11.01 Rules and Regulations.

Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Lots, Dwellings, Village Home Areas, and Common Areas and facilities located thereon. In particular but without limitation, the Board of Directors may promulgate from time to time rules and regulations which shall govern activities which may, in the judgment of the Board of Directors, be environmentally hazardous to any wetlands or other areas such as application of fertilizers, pesticides, and other chemicals. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants, and agents, until and unless any such rule or regulation be specifically overruled, canceled, or modified by the Board of Directors or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding a majority of the total votes in the Association, provided that in the event of such vote, such action must also be approved by Declarant, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.

11.02 Authority and Enforcement.

Subject to the provisions of Section 11.03 hereof, upon the violation of this Declaration, the By-Laws, or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any assessments, the Board shall have the power (i) to impose reasonable monetary fines which shall constitute an equitable charge and a continuing lien upon the Lot or Dwelling, the Owners or Occupants of which are guilty of such violation, (ii) to suspend an Owner's right to vote in the Association, or (iii) to suspend an Owner's right (and the right of such Owner's family, guests, and tenants and of the co-Owners of such Owner and their respective families, guests, and tenants) to use any of recreational facilities located in the Common Areas, and the Board shall have the power to impose all of any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests, or tenants or by his co-Owners or the family, guests, or tenants of his co-Owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days per violation.

11.03 Procedure.

Except with respect to the failure of an Owner to pay assessments, the Board shall not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner or other Occupant of the Development for violations of the Declaration, the By-Laws, or any rules and regulations of the Association, unless and until the following procedures is followed:

- (a) Written demand to cease and desist from an alleged violation shall be served upon the Owner responsible for such violation specifying:
 - (i) The alleged violation;
 - (ii) The action required to abate the violation; and
 - (iii) A time period of not less than ten (10 days) during which the violation may be abated without further sanction, if such violation is a continuing one, a statement that any further violation of the same provision of this Declaration, the By-Laws, or of the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.
- (b) Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice of a hearing to be held by the Board in executive session. The notice shall contain:
 - (i) The nature of the alleged violation;
 - (ii) The time and place of the hearing, which time shall not be less than ten (10 days) from the giving of the notice;
 - (iii) An invitation to attend the hearing and produce any statement, evidence, and witnesses on his behalf; and
 - (iv) The proposed sanction to be imposed.

The hearing shall be held in executive session of the Board of Directory pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director, or other individual who delivered such notice. In addition, the notice requirement shall be deemed satisfied if an alleged

violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

ARTICLE XII

GENERAL PROVISIONS

12.01 Control By Declarant.

NOTWITHSTANDING ANY OTHER LANGUAGE OR PROVISION TO THE CONTRARY IN THIS DECLARATION, IN THE ARTICLES OF INCORPORATION, OR IN THE BY-LAWS OF THE ASSOCIATION, Declarant hereby retains the right to appoint and remove any member or members of the Board of Directors of the Association and any officer or officers of the Association as provided by and for the term set forth in Section 8.01 hereof. Every grantee of any interest in the Development, by acceptance of a deed or other conveyance of such interest, agrees that Declarant shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section 12.01 and the provisions of Section 8.01. Upon the expiration of of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions of Section 8.01 and this Section 12.01, such right shall pass to the Owners, including Declarant if Declarant then owns one or more Lots or Dwellings, and a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board of Directors, and Declarant shall deliver all books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Declarant has in its possession.

12.02 Amendments by Declarant.

During any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may amend this Declaration by an instrument in writing filed and recorded in the Office of the Recorder of Conveyances for the Parish of Orleans, Louisiana, without the approval of any Owner or Mortgagee; provided, however, that, with the exception of the addition of any portion of the Additional Property to the terms of this Declaration (i) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of his Lot, Dwelling, Village Home Area, or the Common Areas as set forth in this Declaration or adversely affects the title to any Lot, Dwelling, or Village Home Area,

such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Mortgagees so affected. In addition, in the event that such amendment materially alters or changes any rights and easements granted herein to Club Owner or with respect to the Country Club Property, such amendment shall only be valid upon the written consent thereto of the Club Owner. Notwithstanding the foregoing to the contrary, the expiration or termination of the right of Declarant to appoint and remove any directors and officers of the Association shall not terminate Declarant's right to amend the Declaration for the purpose of submitting the Additional Property or any portion thereof to the provisions of this Declaration as provided in Section 2.02 hereof. Any amendment made pursuant to this Section 12.02 shall be certified by Declarant as having been duly approved by Declarant, and by such Owners and Mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot or Dwelling, agrees to be bound by such amendments as are permitted by this Section 12.02 and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration-or any other instruments relating to the Development (A) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule, or regulation or any judicial determination which shall be in conflict therewith, (B) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots, Dwellings, or Village Home Areas subject to this Declaration, (C) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Lot, Dwelling, or other improvements subject to this Declaration, or (D) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on the Lots, Dwellings, or other improvements subject to this Declaration.

12.03 Amendments by Association.

Amendments to this Declaration, other than those authorized by Section 12.02 hereof, shall be proposed and adopted in the following manner:

- (a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed

amendment is to be considered and shall be delivered to each member of the Association.

- (b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or by members of the Association. Such amendment must be approved by Owners holding at least two-thirds (2/3) of the total votes in the Association; provided, however, (i) that any amendment which materially and adversely affects the security title and interest of any Mortgagee must be approved by such Mortgagee, and (ii) during any period in which Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option under this Declaration to add the Additional Property or any portion thereof to the Development, such amendment must be approved by Declarant.
- (c) The agreement of the required percentage of the Owners and, where required, Declarant and any Mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative the sworn statement of the President of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself. Notwithstanding the foregoing to the contrary, with respect to any amendment to this Declaration under this Section 12.03 which affects any of the rights or easements granted herein to the Club Owner or with respect to the Country Club Property, Club Owner shall receive the notice specified in Section 12.03 (a) hereof and any such amendment shall only be valid upon the written consent thereto of Club Owner.

12.04 Enforcement.

Each Owner shall comply strictly with the By-Laws and the published rules and regulations of the Association adopted pursuant to this Declaration, as either of the same may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed or other instrument of conveyance to his Lot or Dwelling, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or rights of use in and to the recreational facilities, located in the Common Areas, or for instituting an action to recover sums due, for damages, and/or for injunctive relief and/or any other remedy available at law or in equity, such actions to be maintainable by Declarant, the Board of Directors on behalf of the Association, or, in a proper case, by an aggrieved Owner.

Should Declarant or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration, the By-Laws, and the rules and regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages, and that Declarant, the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction or other equitable action to restrain any such violation or breach or any threatened violation or breach. No delay, failure, or omission on the part of Declarant, the Association, or any aggrieved Owner in exercising any right, power, or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power, or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant or the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person of the provisions of this Declaration, the By-Laws, or any rules and regulations of the Association, however long continued.

12.05 Duration.

The provisions of this Declaration shall run with and bind title to the Property, shall be binding upon and inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect for a period of twenty (20) years from and after the date of the recording of this Declaration, provided that rights and easements which are stated herein to have a longer duration shall such longer duration. Upon the expiration of said twenty (20) -year period, this Declaration shall be automatically renewed for successive ten (10) -year periods. The number of ten (10) -year renewal periods shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration, if, during the last year of the initial twenty (20) year period or the last year of any ten (10) year renewal period, seventy-five (75%) percent of the total votes of the Association are cast in favor of terminating this Declaration at the end of the then current term. In the event that the Association votes to terminate this Declaration, an instrument evidencing such termination shall be duly filed, such instrument to contain a certificate wherein the President of the Association swears that such termination was duly adopted by the requisite number of votes. Every purchaser or grantee of any interest in the Property, by

acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration shall run with and bind title to the Property as provided hereby. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation or transfer, to the covenants, conditions, restrictions, easements, rights, benefits and privileges of every character contained herein, shall be deemed and taken to be appurtenant to and covenants running with such property, and shall be binding upon any such grantee, mortgagee or trustee and their successors and assigns as fully and completely as though the provisions of this Declaration were fully recited and set forth in their entirety in such documents.

12.06 Interpretation.

In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which in the opinion of Declarant or the Board of Directors will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance, building codes or other regulations which are less restrictive. The effective date of this Declaration shall be the date of its filing for Record. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the-State of Louisiana.

12.07 Gender and Grammar.

The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

12.08 Severability.

Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

12.09 Rights of Third Parties.

This Declaration shall be recorded for the benefit of Declarant, the Owners and their Mortgagees as herein provided, and the Club Owner, and by such recording, no adjoining property owner or third party shall have any right, title or interest whatsoever in the Development, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of Declarant, Mortgagees, and Club Owner as herein provided, the Owners shall have the right to extend, modify, amend, or otherwise change the provisions of this Declaration without the consent, permission, or approval of any adjoining owner or third party.

12.10 Notice of Sale, Lease, or Mortgage.

In the event an Owner sells, leases, mortgages, or otherwise disposes of any Lot or Dwelling, the Owner must promptly furnish to the Association in writing the name and address of such purchaser, lessee, mortgagee or transferee.

12.11 No Trespass.

Whenever the Association, Declarant, the architectural Review Committee, and their respective successors, assigns, agents, or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve, or do any other action within any portion of the Development, the entering thereon and the taking of such action shall not be deemed to be a trespass.

12.12 Notices.

Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners' respective Lots or Dwellings. All notices to the Association shall be delivered or sent in care of Declarant at the following address:

English Turn Property Owners Association, Inc.
P.O. Box 740309
New Orleans, Louisiana 70174-0309

Or to such other address as the Association may from time to time notify the Owners. All notices to Declarant shall be delivered or sent to Declarant at the above address or to such other address as Declarant may from time to time notify the Association. All notices to Club Owner shall be delivered or sent to Club Owner at Declarant's address provided above or to such other address as Club Owner may from time to time notify the Association. Notices to Mortgagees shall be delivered or sent to such addresses as

such Mortgagees specify in writing to the Association. All notices are deemed delivered when delivered by hand or when deposited in the United States Mail.

12.13 Land Trust.

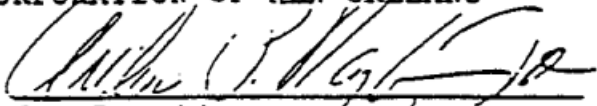
In the event title to a Lot or Dwelling is held by a land trust under which all powers of management, operation and control remain vested in the trust beneficiaries, then the beneficiaries thereunder shall be considered Owners for all purposes hereunder and they shall be responsible for any obligation created under this Declaration against such Lot or Dwelling. No claim shall be made against any such title holder trustee personally for any claim or obligation created hereunder and the trustee shall not be obligated to sequester funds of trust property to apply in whole or in part against any such obligation, but the amount hereof shall continue to be a charge or lien upon the Lot or Dwelling notwithstanding any transfers of beneficial interest or in the title to such Lot or Dwelling. By directing said trustee to take title to said Lot or Dwelling, the beneficiaries agree to be bound by the provisions of this Section 12.14.

IN WITNESS WHEREOF, duly authorized officers of the under-signed Declarant have executed this Declaration under seal, as of the day and year first above written.

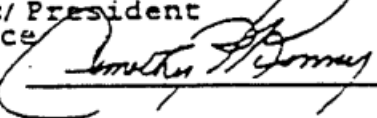
DECLARANT:

ENGLISH TURN JOINT VENTURE

JACK NICKLAUS DEVELOPMENT
CORPORATION OF NEW ORLEANS

By:  _____

Its/ President
Vice

Attest:  _____

Title: Secretary

CLASSIC PROPERTIES

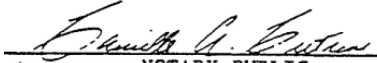
By:  _____

Its Managing Partner

STATE OF LOUISIANA

PARISH OF ORLEANS

I, the undersigned, a Notary Public, in and for the Parish and State aforesaid, DO HEREBY CERTIFY that Arthur P. Raymond personally known to me to be the Vice President of the Jack Nicklaus Development Corporation of New Orleans, a Louisiana corporation, and Timothy P. Kenny personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Secretary, they signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

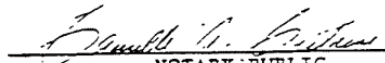
Given under my hand and notarial seal this 6th day of May, 1988. 
NOTARY PUBLIC

STATE OF LOUISIANA.

PARISH OF ORLEANS

I, the undersigned, a Notary Public, in and for the Parish and State aforesaid, DO HEREBY CERTIFY that DAVID L. WALTEMATH, personally known to me to be the Managing Partner of Classic Properties, a Louisiana general partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Managing Partner he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of May, 1988.


NOTARY PUBLIC

CONSENT OF MORTGAGEE

USF&G Realty, Inc., a Delaware corporation, as holder of the Collateral Mortgage in the face amount of \$25,500,000.00, dated August 12, 1986, recorded MOB 2539, folio 533, Orleans, Parish, covering the property described on Exhibit A attached to the foregoing Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision, hereby consents to the execution and recording of the within Declaration of Covenants, Conditions and Restrictions for English Turn and agrees that said Mortgage shall be subject and subordinate to the provisions thereof.

IN WITNESS WHEREOF, USF&G Realty, Inc. has caused this instrument to be signed by its duly authorized officers on its behalf, all done at Baltimore, Maryland on this 24th day of May, 1988.

USF&G REALTY, INC.

ATTEST:

William J. [unclear]
Secretary

By: Louis H. [unclear]
Its [unclear] President

STATE OF MARYLAND

COUNTY OF

I, Orinda Adkins, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Donald E. [unclear] Vice President of USF&G Realty Inc., a USF&G corporation and William J. [unclear] Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Assistant Secretary, as custodian of the corporate seal of said Corporation caused the corporate seal to be affixed to said instrument, as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand an notarial seal this 24 May day of ,1988.

Orinda Adkins
NOTARY PUBLIC

My Commission Expires: July 1991

Rules & Regulations

UNANIMOUS CONSENT OF BOARD OF DIRECTORS

OF

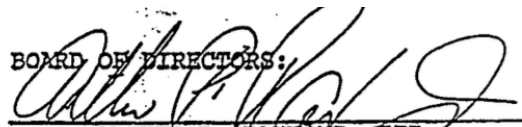
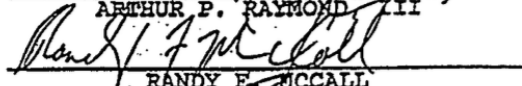
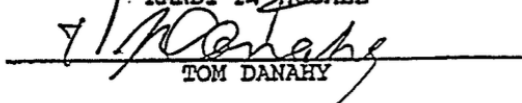
ENGLISH TURN PROPERTY OWNERS ASSOCIATION

Acting pursuant to L.R.S. 12:224E(9) of the Louisiana Nonprofit Corporation Law, the undersigned, being all of the Directors of English Turn Property Owners Association, Inc., a Louisiana nonprofit corporation, do hereby consent to and authorize the following action by the corporation:

No boat or other watercraft or boat trailer shall be parked or stored upon any lot in English Turn Subdivision, whether or not improved, or within any portion of the Common Areas, in such a manner so as to be visible in whole or part, from the private drive upon which such lot fronts, provided that nothing contained herein shall prevent the owner of any lot within said Subdivision to park or store a boat or other watercraft or boat trailer within an enclosed garage or other structure situated upon a lot in such manner that it cannot be seen from the private drive.

The foregoing rule shall be deemed promulgated pursuant to the Covenants, Conditions and Restrictions dated May 6, 1988, Section 10.19 thereof, upon signature of all Directors, and copy hereof shall be furnished to all lot owners requesting same.

New Orleans, Louisiana the 20 day of July, 1992.

BOARD OF DIRECTORS:

ARTHUR P. RAYMOND III

RANDY E. MCCALL

TOM DANAHY

**Articles of Incorporation
of
English Turn Property
Owners Association, Inc.**

EXHIBIT "B"

**Articles of Incorporation
of
English Turn Property
Owners Association, Inc.**

STATE OF LOUISIANA

PARISH OF ORLEANS

On this 6th day of May, 1988, personally appeared before the undersigned Notary Public the undersigned subscriber of the full age of majority, who declared in the presence of the undersigned witnesses that he hereby organizes a non-profit corporation pursuant to the provisions of Louisiana law, in particular the Louisiana Non-Profit Corporation Law, under and in accordance with the following Articles of Incorporation.

Article I

NAME

The Name of this corporation shall be ENGLISH TURN PROPERTY OWNERS ASSOCIATION, INC.

Article II

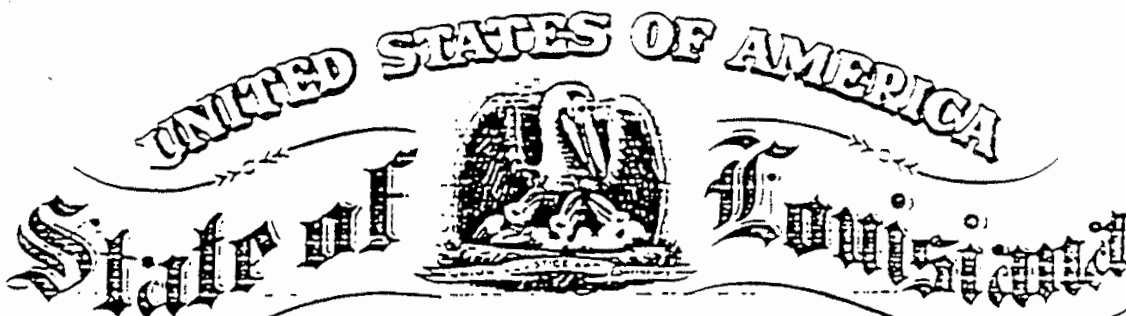
NON-PROFIT CORPORATION

The corporation shall be a non-profit corporation.

Article III

PURPOSES

This corporation is organized to provide for the operation and management of the common areas located within English Turn Subdivision in the City of New Orleans, Louisiana and to provide for the maintenance, control and preservation of the subdivision, and to promote the health, safety, and welfare of the owners and occupants of property within the subdivision, pursuant to, and in accordance with the powers and duties vested or to be vested in this corporation, pursuant to the Declaration of



Jox McKeithen
SECRETARY OF STATE

The Secretary of State, of the State of Louisiana, I do hereby Certify that
a copy of the Articles of Incorporation of

ENGLISH TURN PROPERTY OWNERS ASSOCIATION, INC.

Done and filed at New Orleans, Louisiana, Parish of Orleans,

A corporation organized under the provisions of R.S. 1950,
Title 12, Chapter 2, as amended.

By act before a Notary Public in and for the Parish of
Orleans, State of Louisiana, on May 6, 1988,

was filed and recorded in this Office on June 21, 1988, the
day when corporate existence began, and filed in the Record
of Non-Profit Corporations Book 343,

And all fees having been paid as required by law, the
corporation is authorized to transact business in this
State, subject to the restrictions imposed by law, including
the provisions of R. S. 1950, Title 12, Chapter 2, as
amended.

*In testimony whereof, I have hereunto set
my hand and caused the Seal of my Office
to be affixed at the City of Baton Rouge on*

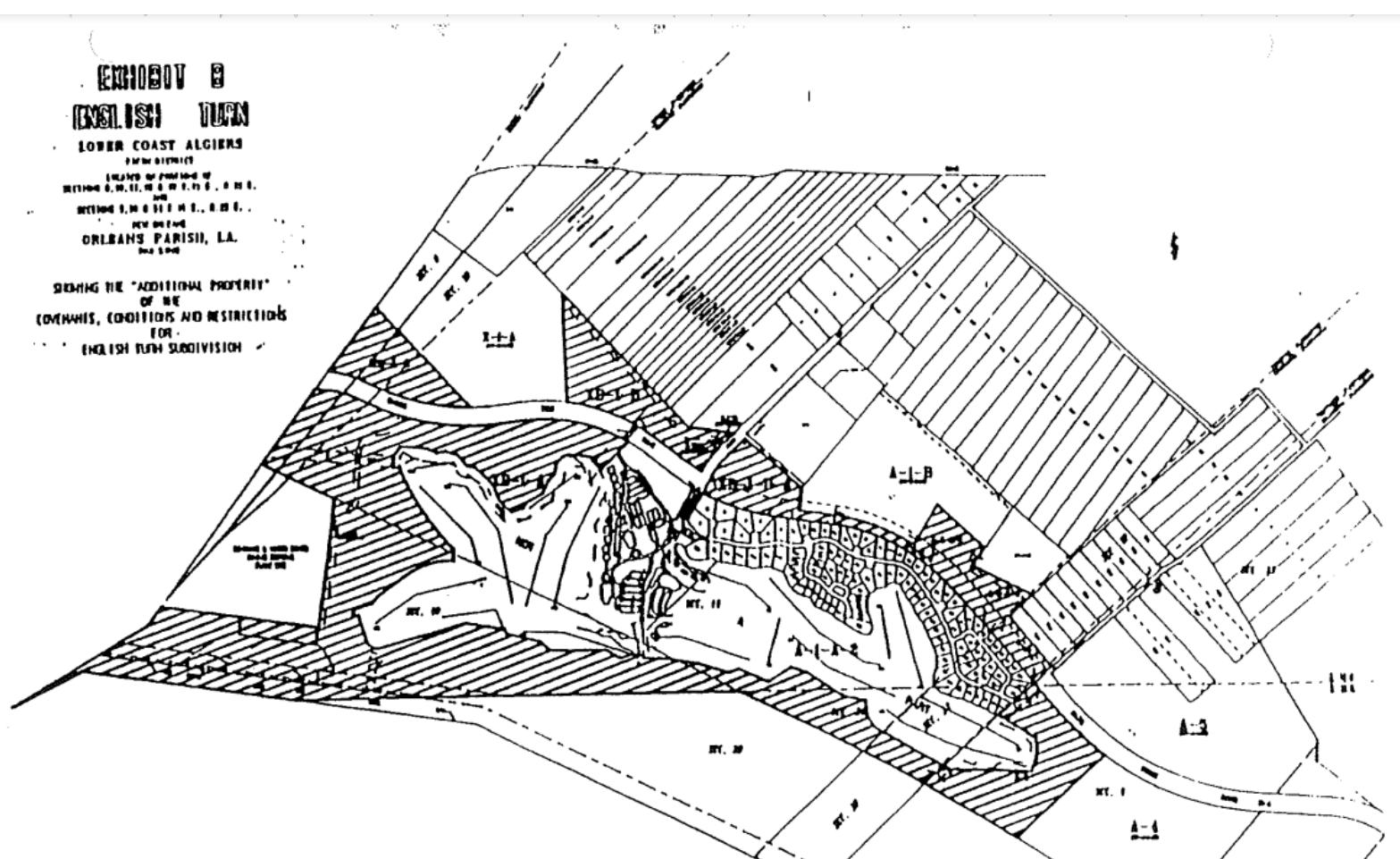
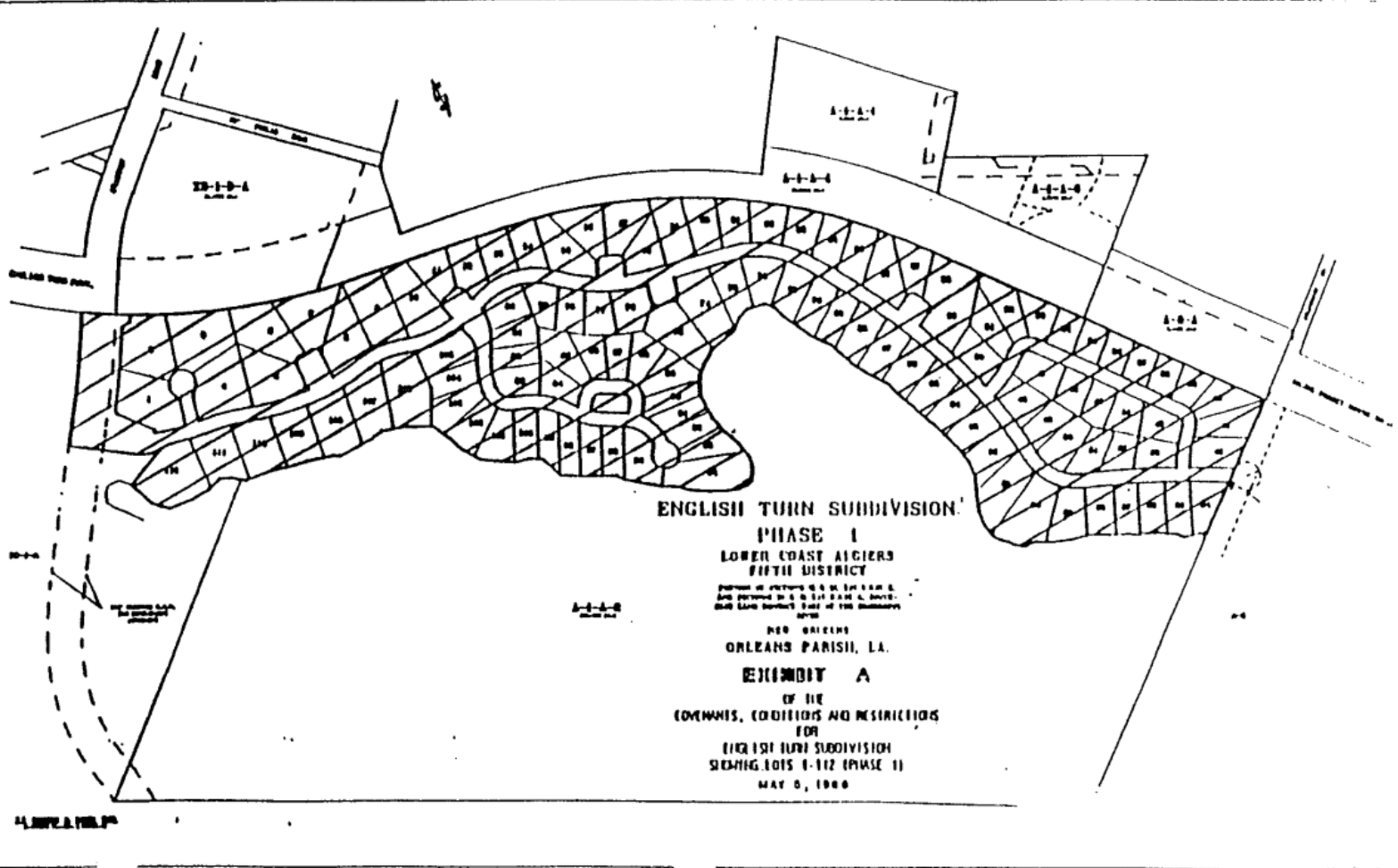
June 21, 1988

Jox McKeithen

LA

Secretary of State





Covenants, Conditions and Restrictions recorded at COB 823-A folios 101-136 in the records of the parish of Orleans, Louisiana affecting the property they're in described. This corporation shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to or conferred upon nonprofit corporations by the Louisiana Non-

**EXHIBIT C
ENGLISH TURN**

LOWER COAST AIGIERS

PLANNED DISTRICT

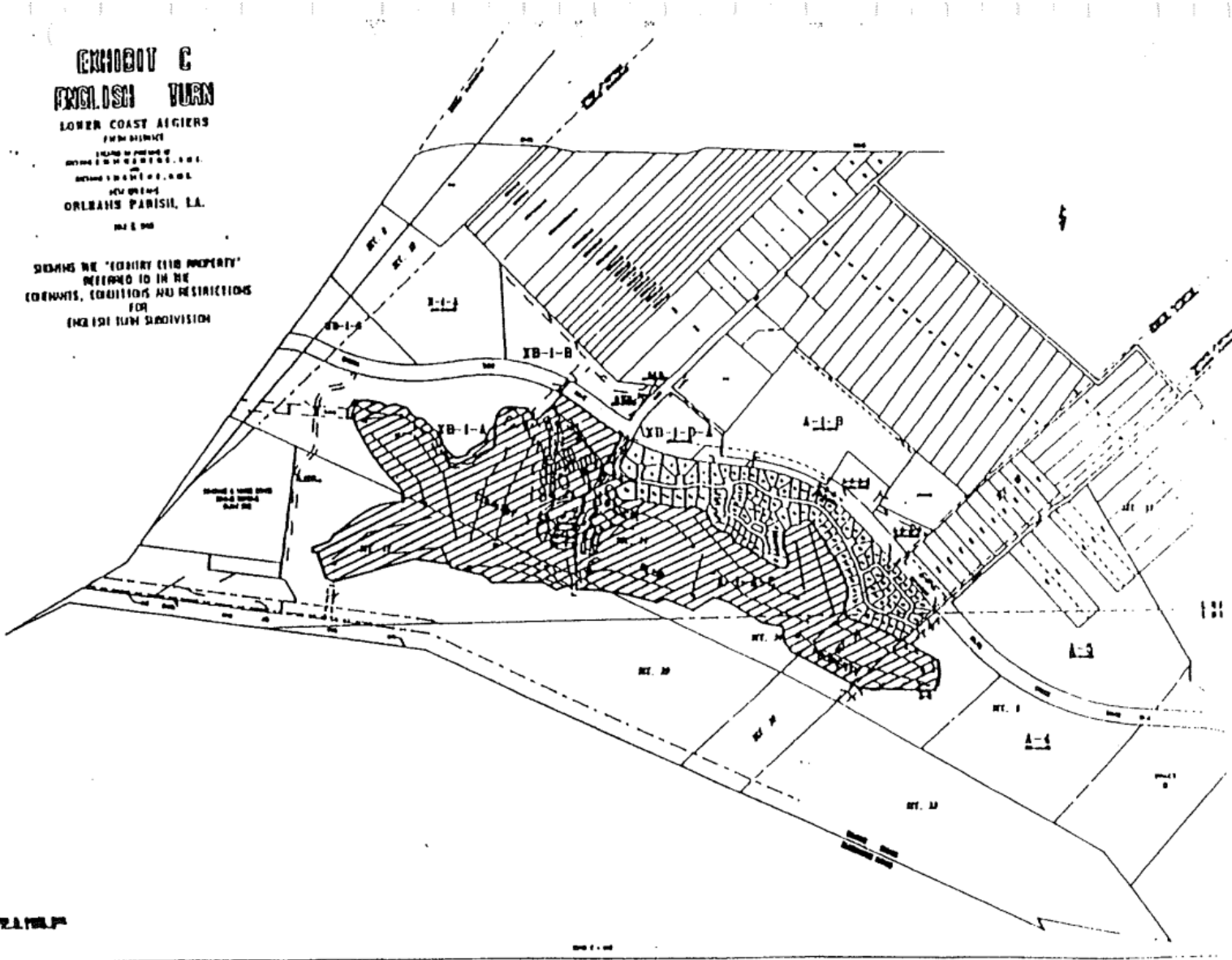
PLANNED BY THE BOARD OF

MANAGEMENT OF THE DISTRICT

ORLEANS PARISH, LA.

MAY 1968

SHOWING THE "EXHIBIT C" PROPERTY
REFERRED TO IN THE
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE DISTRICT SUBDIVISION



Profit Corporation Law. All of the powers of this corporation shall be subject to, and shall be exercised in accordance with the provisions of the Declaration of Covenants Conditions, and Restrictions, as same may be modified or amended from time to time.

Article IV

DURATION

The corporation shall enjoy perpetual corporation existence.

Article V

LOCATION

The location of the registered office of The English Turn Property Owners Association, Inc. is 1207 Whitney Building, New Orleans, Louisiana 70130. The name and address of its registered agent is Camille A. Cutrone, 1207 Whitney Building, New Orleans, Louisiana. 70130.

Article VI

MEMBERSHIP

The qualification of members, the manner of their admission and voting my members shall be as follows:

- (a) This association shall be organized without any capital stock.
- (b) All Owners as defined in the Declaration shall be members of the corporation and no other person or entity shall be entitled to membership.
- (c) Persons shall become members of the corporation by the recording, in the convenience, records of the Parish of Orleans, Louisiana, of a deed, or other act of conveyance, establishing a change of record title, to a Lot or Dwelling (as defined in the Declaration) and the delivery to the corporation of the certified copy of such an instrument, the new Owner designated by such instrument, thereby becoming a member of the corporation, and the membership of the prior Owner, with respect to such Lot or Dwelling shall at such time be terminated.
- (d) The interest of any member in part of the funds and assets of the corporation cannot be conveyed, assigned, mortgaged, hypothecated, or transferred in any manner except as an incident to his ownership of Lot or Dwelling.

- (e) Voting by the members of the corporation shall be in accordance with the provisions of the Declaration, as amended from time to time, and in accordance with the By-laws of the corporation.

Article VII

DIRECTORS

The Board of Directors shall consist of not less than three (3), nor more than five (5) members. The exact number of directors, the procedure for election, their terms of office, qualifications, procedures for filling vacancies on the Board, procedures for removal of Directors, compensation and the powers and duties shall be established by the By-Laws of this corporation.

Article VIII

INITIAL DIRECTORS

The names and post office addresses of the first Board of Directors of the corporation who shall hold office until their successors are elected and qualified are as follows:

Gilbert D. Stephenson

230 Plymwood Court
Roswell, GA 30076

J. Robert Sierra

16201 Villareal de Avila
Tampa, Florida 33612

Timothy P. Kenny

4205 Fairway Circle
Tampa, Florida 33624

Article IX

INCORPORATOR

Arthur Raymond is the original incorporator and subscriber of the Articles of Incorporation of this corporation. The address of the incorporator is 3000 Tournament Road, New Orleans, Louisiana 70131

Article X

BY-LAWS

The By-Laws of the corporation shall be adopted by the first Board of Directors. During the period in which Declarant retains the right to appoint and remove any Directors of the Association, as provided in the Declaration, the By-Laws may be amended by majority vote of the Board of Directors; thereafter, the By-Laws may be amended by majority vote of the Board of Directors, subject to the approval by a majority of Owners then entitled to cast votes; provided that, as long as the current owns a lot in the subdivision for sale, any such amendment must be approved by Declarant.

Article XI

AMENDMENTS TO ARTICLES OF INCORPORATION

During the period in which Declarant retains the right to appoint and remove any directors of the Association, as provided in the Declaration, the Articles of Incorporation may be amended by majority vote of the Board of Directors; thereafter, the Articles of Incorporation may be amended by majority vote of the Board of Directors, subject to approval by a majority of Owners, then entitled to cast votes; provided that, as long as Declarant owns a lot in the subdivision for sale, any such amendment must be approved by the Declarant.

Article XII

INDEMNIFICATION

Every director, and every officer of the corporation, shall be indemnify by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection, with proceeding to which he may be at a party, or in which he may become involved by reason of his being, or having been a director, or officer of the association, or any settlement thereof, whether or not, he is a director, or officer at the time such expenses are incurred, except in such cases, where, in the director or officer is a judge, guilty of willful misfeasance, or malfeasance in the performance of his duties; provided that in the event of a settlement of the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the corporation. The foregoing rate of indemnification shall be in addition to, and not exclusive of all other rights to which such director or officer may be entitled.

Article XIII

DISPOSITION OF ASSETS UPON DISSOLUTION

Upon the dissolution of the corporation, the Board of Directors shall, after paying, or making provisions, for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation, exclusively for the purposes of the corporation, in such a manner, or to such organization or organizations organized and operating exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under 501(c)(3) of the internal revenue code of 1954, or the corresponding provisions of any future United States internal revenue law, as the Board of Directors shall determine. Any such assets, not so disposed of shall be disposed of by a court of competent jurisdiction upon suitable proceedings, brought exclusively for such purposes, to such organization or organizations, as the court shall determine, which are organized and operated exclusively for such purposes.

This act has been signed in the city of New Orleans, state of Louisiana on the day, month, and year, set forth above in the presence of the undersigned, witnesses and notary public.

AFFIDAVIT OF ACCEPTANCE

AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT
BY DESIGNATED REGISTERED AGENT
ACT 769 OF 1967

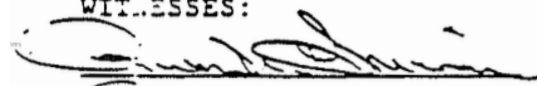

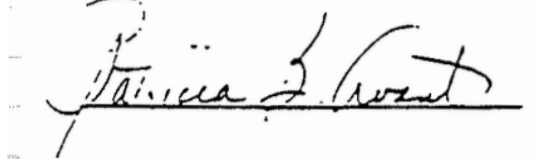
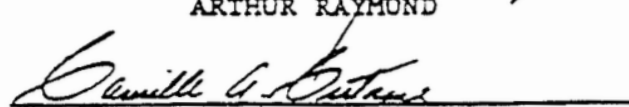
To the State Corporation Department
State of Louisiana

STATE OF LOUISIANA

PARISH OF ORLEANS

On this 31st day of May, 1988, before me, a Notary Public and for the State and parish aforesaid, personally case and appeal CAMILLE A CUTRONE, who is to be known to be the person who, being duly sworn, acknowledged to me that he does hereby acc appointment as the Registered Agent of English Turn Property Owners Association, Inc.

WITNESSES:

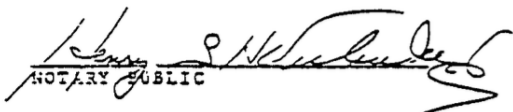
 _____	 _____
	ARTHUR RAYMOND
 _____	 _____
	CAMILLE A. CUTRONE NOTARY PUBLIC

which is a Corporation authorized to transact business in the State of Louisiana Pursuant to the provisions of the Title 12, Chapter 3.



REGISTERED AGENT

Subscribed and sworn to before
me on the day, month, and year
first above set forth



NOTARY PUBLIC

NOTE: If the Agent is a Corporation authorized to act as an agent then the affidavit must be executed by an officer of the corporation.

First Amendment

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase I, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions, and restrictions with respect thereto;

WHEREAS, under the terms of said Declaration, more particularly paragraphs 2.02 and 12.02 thereof, Declarant reserved the right and option to submit to the provisions of the said Declaration from time to time all or any portion of the property described in Exhibit B to the said Declaration (the "Additional Property");

WHEREAS, by Amendment to the Articles of Partnership of English Turn Joint Venture dated December 30, 1988, filed in the Office of the Secretary of State for the State of Louisiana on January 19, 1989, Classic Properties II was substituted as a general partner in English Turn Joint Venture in the place and stead of Classic Properties;

WHEREAS, Declarant desires now to submit a portion of the additional property described in Exhibit B to the Declaration to the terms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH;

1. PROPERTY

As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana:

1. THOSE CERTAIN PARCELS OR LOTS OF GROUND, together with all buildings and improvements there on, and all rights, ways, privileges, servitude,

appurtenances, and advantage is thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, state of Louisiana, in that part thereof known as English Turn, designated as Lots 1-25 and Lots 31-45 on a Plan of Resubdivision for English turn, Phase 2, prepared by J. J. Krebs & Sons, Inc., dated May 10, 1990, recorded as Instrument No. _____, in the Office of the Registrar of Conveyances for the Parish of Orleans state of Louisiana. Being a re-subdivision of Lot A-3.A, shown on a Plan of Resubdivision of portions of Couret, Stanton, Shamrock, and Delacroix, Plantations, prepared by Jay. J. Krebs & Sons, Inc, dated November 4, 1988, registered as Instrument No. 4611, Conveyance Office, Orleans Parish.

2. EFFECTIVE DATE

The effective date of this amendment shall be the date that a multiple original of same is recorded in the office of the register of conveniences for the Parish of Orleans, State of Louisiana.

Except as expressly amended hereby, all terms, provisions and stipulations set forth in the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declaration has executed this Amendment, the 7th day of May 1991.

DECLARANT:

ENGLISH TURN JOINT VENTURE

JACK NICKLAUS DEVELOPMENT CORPORATION OF NEW ORLEANS

By: 

Its _____

CLASSIC PROPERTIES, II

By: 

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Arthur P. Raymond, III, personally known to me to be the Vice-President of Jack Nicklaus Development Corporation of New Orleans, a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose therein set forth.

THUS DONE AND EXECUTED this 7th day of May, 1991.

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared DAVID L. WALTEMATH, personally known to me to be the President of Classic Properties II, a Louisiana general partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said partnership for the uses and purpose therein set forth.

THUS DONE AND EXECUTED this 7th day of May, 1991.

RECEIPT FOR FILING
JOHN J. HAINKEL, III
Custodian of Notarial Records
of the Parish of Orleans, State of Louisiana

ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA 70112
TELEPHONE: 568-8577

Filed by: Nancy Ann Mayer

Notary Public who passed act: Camille A. Cutaone

Instrument filed: 3rd Amendment to

Declaration of Covenants, Conditions
and Restrictions For English Turn

Registered in

Recorded in the Mortgage Office

Conveyance Office INSTR. No. 48503
CONVEYANCE OFFICE
PARISH OF ORLEANS

Instrument # _____

Instrument # _____
Book _____, Folio _____

Book _____, Folio _____

New Orleans, Louisiana

924107 FEB 27 92

NOTARY PUBLIC

Second Amendment

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

**There is no documentation available
for the second amendment**

Third Amendment

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 723-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365;

WHEREAS, under the terms of said Declaration, more particularly paragraphs, 2.02 and 12.02 thereof, Declarant reserved the right and option to submit to the provisions of the said Declaration from time to time all or any portion of the property described in Exhibit B to the set Declaration (the "Additional Property");

WHEREAS, Declarant desires now to submit a portion of the additional property described in Exhibit B, to the Declaration to the terms and provisions of the Declaration;

Now, therefore, the Declaration is here by amended as follows, to wit:

WITNESSETH:

1. PROPERTY

As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana:

1. THOSE CERTAIN PARCELS OR LOTS OF GROUND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining,

situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn, designated as Lots 1-23 and Lot 95 on a Plan of Resubdivision for English turn, Phase 3, prepared by J. J. Krebs & Sons, Inc., dated August 20, 1990, recorded as Instrument No. _____, in the Office of the Registrar of Conveyances for the Parish of Orleans state of Louisiana. Being a re-subdivision of Lot A-3.A, shown on a Plan of Resubdivision of portions of Couret, Stanton, Shamrock, and Delacroix, Plantations, prepared by Jay. J. Krebs & Sons, Inc, dated November 4, 1988, registered as Instrument No. 4611, Conveyance Office, Orleans Parish.

2. EFFECTIVE DATE

The effective date of this amendment shall be the date that a multiple original of same is recorded in the office of the register of conveniences for the Parish of Orleans, State of Louisiana.

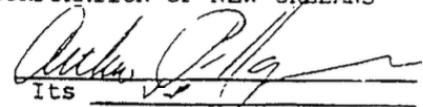
Except as expressly amended hereby, all terms, provisions and stipulations set forth in the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declaration has executed this Amendment, the 24th day of February 1992.

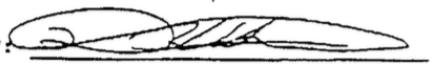
DECLARANT:

ENGLISH TURN JOINT VENTURE

JACK NICKLAUS DEVELOPMENT
CORPORATION OF NEW ORLEANS

By: 
Its _____

CLASSIC PROPERTIES, II

By: 

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Arthur P. Raymond, III, personally known to me to be the Vice-President of Jack Nicklaus Development Corporation of New Orleans, a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose therein set forth.

THUS DONE AND EXECUTED this 24th day of February, 1992.



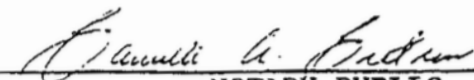
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared DAVID L. WALTEMATH, personally known to me to be the President of Classic Properties II, a Louisiana general partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said partnership for the uses and purpose therein set forth.

THUS DONE AND EXECUTED this 7th day of May, 1991.



NOTARY PUBLIC

RECEIPT FOR FILING
JOHN J. HAINKEL, III
Custodian of Notarial Records
for the Parish of Orleans, State of Louisiana

ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA 70112
TELEPHONE: 568-8577

Filed by: Mary Ann Mang

Notary Public who passed act: Camille Cutrone

Instrument filed: Amended CCR's English Texas

Registered in

Recorded in the Mortgage Office

Conveyance Office

INSTR. NO. 35682
CONVEYANCE OFFICE
PARISH OF ORLEANS

Instrument #

Instrument #

Book

Folio

Book

800

Folio

365

New Orleans, Louisiana

New Orleans, Louisiana

Date:

Date:

5/10/91

Time:

66353-103

**CORRECTION TO THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Third Amendment to Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the February 24, 1992, recorded as Instrument No. 924017 in the Office of the Custodian of Notarial Archives for the Parish of Orleans, and as Instrument No. 48503 in the Office of the Register of Conveyances for the Parish of Orleans, English Turn Joint Venture ("Declarant"), submitted certain property described therein to a certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, recorded in COB 823-A, folios 101-136, in the Office of the Register of Conveyances for Orleans Parish;

WHEREAS, the property description set forth in the aforesaid Third Amendment is erroneous in certain respects and English Turn Joint Venture desires to correct same;

NOW THEREFORE, the aforesaid Third Amendment to Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated February 24, 1992, recorded as aforesaid, is hereby amended so that the property described therein, to be subject to all of the terms, conditions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823-A, folios 101-136, shall read as follows:

1. THOSE CERTAIN PARCELS OR LOTS OF GROUND, together with all buildings and improvements there on, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn, designated as Lots 1-23 and Lot 95 on a Plan of Resubdivision for English turn, Phase 3, prepared by J. J. Krebs & Sons, Inc., dated January 14, 1991, recorded as Instrument No. 43902, in the Office of the Registrar of Conveyances for the Parish of Orleans state of Louisiana. Being a Resubdivision of Parcel A, English Turn Subdivision, Phase 2, and a portion of Section 33, Lower Coast Algiers.

Except as corrected herein all terms, provisions and stipulations set forth in the third amendment to Declaration of Covenants Conditions and Restrictions, dated February 24, 1992 recorded as aforesaid shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment the 1st day of April, 1992.

DECLARANT:

ENGLISH TURN JOINT VENTURE

JACK NICKLAUS DEVELOPMENT
CORPORATION OF NEW ORLEANS

By: [Signature]
Vice-President

CLASSIC PROPERTIES, II

By: [Signature]

68
65
1

RECEIPT FOR FILING
STEPHEN P. BRUNO
Custodian of Notarial Records
for the Parish of Orleans, State of Louisiana
ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA 70112
TELEPHONE: 568-8577

Recorded by: Mary Ann Meyer

Notary Public who passed act: Amille A. Cutrone

Instrument filed: Amendment to C.C.R.'s

English Turn Phase III

68
65
1

Recorded in
Conveyance Office
INSTR. No. 49926
CONVEYANCE OFFICE
PARISH OF ORLEANS

Recorded in the Mortgage Office

Instrument # _____

Book _____, Folio _____

New Orleans, Louisiana

Parish of Orleans, Louisiana

Date: _____

Time: _____

4-1-1992 [Signature]

Fourth Amendment

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926;

WHEREAS, under the terms of said Declaration, more particularly paragraphs 2.02 and 12.02 thereof, Declarant reserved the right and option to submit to the provisions of the

1. PROPERTY

As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana:

1. THOSE CERTAIN PARCELS OR LOTS OF GROUND, together with all buildings and improvements there on, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn, designated as Lots 1-23 and Lot 95 on a Plan of Resubdivision for English turn, Phase 3, prepared by J. J. Krebs & Sons, Inc., dated August 20, 1990, recorded as Instrument No. _____, in the Office of the

Registrar of Conveyances for the Parish of Orleans state of Louisiana. Being a re-subdivision of Lot A-3.A, shown on a Plan of Resubdivision of portions of Courret, Stanton, Shamrock, and Delacroix, Plantations, prepared by Jay. J. Krebs & Sons, Inc, dated November 4, 1988, registered as Instrument No. 4611, Conveyance Office, Orleans Parish.

2. EFFECTIVE DATE

The effective date of this amendment shall be the date that a multiple original of same is recorded in the office of the register of conveniences for the Parish of Orleans, State of Louisiana.

Except as expressly amended hereby, all terms, provisions and stipulations set forth in the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declaration has executed this Amendment, the 18th day of March 1993.

DECLARANT:

ENGLISH TURN JOINT VENTURE

JACK NICKLAUS DEVELOPMENT
CORPORATION OF NEW ORLEANS

By: 
Its Vice President

CLASSIC PROPERTIES, II

By: 

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared TAYLOR CASEY, personally known to me to be the Vice-President of Jack Nicklaus Development Corporation of New Orleans, a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose therein set forth.

THUS DONE AND EXECUTED this 18th day of March, 1993.



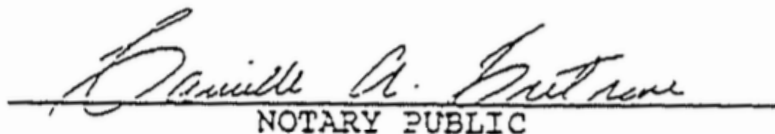
Danielle A. Britton
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared DAVID L. WALTEMATH, personally known to me to be the President of Classic Properties II, a Louisiana general partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said partnership for the uses and purpose therein set forth.

THUS DONE AND EXECUTED this 18th day of March, 1993.



Danielle A. Britton
NOTARY PUBLIC

RECEIPT FOR FILING
STEPHEN P. BRUNO
Custodian of Notarial Records
for the Parish of Orleans, State of Louisiana

ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA 70112
TELEPHONE: 568-8577

Filed by: Mary Ann Meyer

Notary Public who passed act: Camille Cutrone

Instrument filed: Fifth Amendment to Declaration
of Covenants ^{Conditions &} Restrictions for English
Turn Subdivision

93-51952 B-6
ILLU
CUSTODIAN OF
NOTARIAL RECORDS
PARISH OF ORLEANS

Registered in

INSTR. No. 79158
CONVEYANCE OFFICE
PARISH OF ORLEANS

Recorded in the Mortgage Office

Conveyance Office

Instrument # _____

Instrument #

Book _____ . Folio _____

Book _____ . Folio 12-6-93

New Orleans, Louisiana

New Orleans, Louisiana

M. Hudson

Date: _____

Time: _____

Time: _____

Fifth Amendment

FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389, COB 895, folio 156;

WHEREAS, under the terms of said Declaration, more particularly paragraphs 2.02 and 12.02 thereof, Declarant reserved the right and option to submit to the provisions of the said Declaration from time to time all or any portion of the property described in Exhibit B to the said Declaration (the "Additional Property");

WHEREAS, Declarant desires now to submit a portion of the additional property described in Exhibit B to the Declaration as well as property owned by David L. Waltenath to the terms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101–136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:

1. THOSE CERTAIN PARCELS OR LOTS OF GROUND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn, designated as Lots 26 through 45 and Lot 53, and Parcel A, on a Plan of Resubdivision for English turn, Phase 1, prepared by J. J. Krebs & Sons, Inc., dated March 17, 1993, recorded as Instrument No. 78316, in the Office of the Registrar of Conveyances for the Parish of Orleans state of Louisiana. Being a Resubdivision of Lot P-4, English Turn, Lower Coast Algiers.
2. THOSE CERTAIN PARCELS OR LOTS OF GROUND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn, designated as Lots 1 through 11 in Section 32 on a Plan of Resubdivision prepared by J. J. Krebs & Sons, Inc., dated March 17, 1993, recorded as Instrument No. 76883, in the Office of the Registrar of Conveyances for the Parish of Orleans state of Louisiana. Being a Resubdivision of Parcel C, English Turn, Phase 4, Section 1, and Section 32, Township 14S, R25E, Lower Coast Algiers, intro Lots 1 through 11, English Turn Manors.

2. ADDITIONAL COVENANTS AND RESTRICTIONS **AS TO VILLA SITES SUBDIVISION**

Each owner of a Lot in the villas sites subdivision, first described hereinabove, shall be subject to an assessment by the English Turn Property Owners Association, Inc. of not less than \$100 per month for yard maintenance to be performed by the said Association in addition to the other charges and assessments authorized by the Declaration, dated May 6, 1988, registered COB 823 – A, folios 101–136. The said additional assessment shall become do and payable to the said Association in accordance with the rules and regulations adopted by the Association.

3. EFFECTIVE DATE

The effective date of this amendment shall be the date that a multiple original of same is recorded in the office of the register of conveniences for the Parish of Orleans, State of Louisiana.

Except as expressly amended hereby, all terms, provisions and stipulations set forth in the Declaration shall remain in full force and effect.

AND NOW INTERVENES, David L. Waltemath, owner of the hereinabove second described property, who consents to the addition of the said property to the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 28th day of October 1993.

DECLARANT:

ENGLISH TURN JOINT VENTURE

JACK NICKLAUS DEVELOPMENT
CORPORATION OF NEW ORLEANS

By: T. J. Dorahy
Its Vice-President

CLASSIC PROPERTIES, II

By: [Signature]

[Signature]
DAVID L. WALTEMATH, INDIVIDUALLY

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared TIM DANALIG, personally known to me to be the Vice-President of Jack Nicklaus Development Corporation of New Orleans, a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose therein set forth.

THUS DONE AND EXECUTED this 28th day of October, 1993.



NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared DAVID L. WALTEMATH, personally known to me to be the President of Classic Properties II, a Louisiana general partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said partnership for the uses and purpose therein set forth.

THUS DONE AND EXECUTED this 28th day of October, 1993.



NOTARY PUBLIC

bfs 1-13
L. Jackson

NOTARY PUBLIC IN
STEPHEN P. BRUNO
Custodian of Notarial Records
for the Parish of Orleans, State of Louisiana
ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA 70112
TELEPHONE: 568-8577

Filed by: Mary Ann Meyer

Notary Public who passed act: Camille Cutrone

Instrument filed: 6th Amendment to CCR's English Turn

FILED DE CROSS
CUSTODIAN RECORDS
NOTARY PUBLIC
PARISH OF ORLEANS
94-02545-312

Registered in
Conveyance Office INSTR No. 8106B
Instrument # CONVEYANCE OFFICE
PARISH OF ORLEANS
Book _____, Folio _____
New Orleans, Louisiana
Date: 1/2 94
L. Jackson

Recorded in the Mortgage Office
Instrument # _____
Book _____, Folio _____
New Orleans, Louisiana
Date: _____
Time: _____

Sixth Amendment

SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14s, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158;

WHEREAS, under the terms of said Declaration, more particularly paragraphs 2.02 and 12.02 thereof, Declarant reserved the right and option to submit to the provisions of the said Declaration from time to time all or any portion of the property described in Exhibit B to the said Declaration (the "Additional Property");

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:

- 1. THOSE CERTAIN PARCELS OR LOTS OF GROUND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn, Phase 4, Section 1, designated as Lots 1 through 13 inclusive, as shown on a plan of Resubdivision prepared by J.J. Krebs & Sons, Inc. dated September 28, 1992, recorded in Conveyance Instrument No. 75255 on September 15, 1993 in the Parish of Orleans, State of Louisiana. Being a resubdivision of Parcel A, English Turn, Phase 4, Section 1.

2. EFFECTIVE DATE

The effective date of this amendment shall be the date that a multiple original of same is recorded in the office of the register of conveniences for the Parish of Orleans, State of Louisiana.

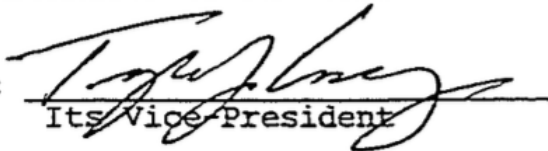
Except as expressly amended hereby, all terms, provisions and stipulations set forth in the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 6th day of January 1994.

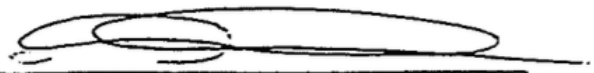
DECLARANT:

ENGLISH TURN JOINT VENTURE

**JACK NICKLAUS DEVELOPMENT
CORPORATION OF NEW ORLEANS**

By: 
~~Its Vice President~~

CLASSIC PROPERTIES, II

By: 

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared TAYLOR CASEY, personally known to me to be the Vice-President of Jack Nicklaus Development Corporation of New Orleans, a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose therein set forth.

THUS DONE AND EXECUTED this 6th day of January, 1994.



Danielle A. Gutron
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared DAVID L. WALTEMATH, personally known to me to be the President of Classic Properties II, a Louisiana general partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said partnership for the uses and purpose therein set forth.

THUS DONE AND EXECUTED this 6th day of January, 1994.



Danielle A. Gutron
NOTARY PUBLIC

Seventh Amendment

SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068

WHEREAS, under the terms of said Declaration, more particularly paragraphs 2.02 and 12.02 thereof, Declarant reserved the right and option to submit to the provisions of the said Declaration from time to time all or any portion of the property described in Exhibit B to the said Declaration (the "Additional Property");

WHEREAS, Declarant desires now to submit a portion of the additional property described in Exhibit B to the Declaration to the terms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:

1. THOSE CERTAIN PARCELS OR LOTS OF GROUND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn, Phase 4, Section 2, designated as Lots 65 through 86 inclusive, as shown on a plan of Resubdivision prepared by J.J. Krebs & Sons, Inc. dated July 15, 1992, recorded in Conveyance Instrument No. 84086 on March 21, 1994 in the Parish of Orleans, State of Louisiana.

2. EFFECTIVE DATE

The effective date of this amendment shall be the date that a multiple original of same is recorded in the office of the register of conveniences for the Parish of Orleans, State of Louisiana.

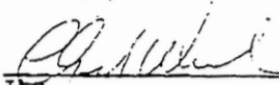
Except as expressly amended hereby, all terms, provisions and stipulations set forth in the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 6th day of April 1994.

DECLARANT:

ENGLISH TURN LIMITED PARTNERSHIP

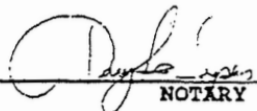
BY: ENGLISH TURN FIDELITY
REALTY, INC.

By: 
its _____

STATE OF MARYLAND
COUNTY OF BALTIMORE

BEFORE ME, the undersigned authority, personally came and appeared Charles R. Wenhome, personally known to me to be the President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me and acknowledged that he signed and delivered the said instrument pursuant to the authority given by the Board of Directors of said corporation, as his free and voluntary act and deed of said corporation for the uses and purpose therein set forth.

THUS DONE AND EXECUTED this 6th day of April 1994.



NOTARY PUBLIC
My Commission Expires: 4/19/96



RECEIPT FOR FILING
STEPHEN P. BRUNO
Custodian of Notarial Records
for the Parish of Orleans, State of Louisiana
ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA 70112
TELEPHONE: 568-8577

Filed by: Mary Ann Magee

Notary Public who passed act: Mary Ann Magee

Instrument filed: Eighth Amendment to Declaration

Covenants & Restrictions for English Turn

res common areas

Recorded in _____

Conveyance Office **INSTR. No. 109788**

Instrument # _____
CONVEYANCE OFFICE

Book 942 Folio 90-92
PARISH OF ORLEANS

New Orleans, Louisiana

Date: _____
Time: _____

Recorded in the Mortgage Office

Instrument # _____

Book _____, Folio _____

New Orleans, Louisiana

Date: _____

Time: _____

95-3653
INDEXED
FILED
APR 11 1994
CLERK OF COURTS
PARISH OF ORLEANS
NEW ORLEANS, LA

Eighth Amendment

EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

1. By instrument dated May 6, 1988 styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" recorded in the Office of the Register of Conveyance for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declaration"), adopted certain covenants, conditions and restrictions with respect to English Turn Subdivision; which said, Declaration has been amended from time to time.
2. Declarant has changed its name from English Turn Joint Venture to English Turn Limited Partnership, and now desires to amend the Declaration.

NOW THEREFORE, pursuant to the provisions of Article XII, Section 12.02 of the Covenants, Conditions and Restrictions, the Declaration dated May 6, 1988, recorded COB 823-A, folios 101-136, as amended, is further amended as follows:

Henceforth, Article VIII, Section 8.01 shall read as follows:

8.01 Common Areas

The Association, subject to the right of Declarant and the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management in control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in a good, clean, attractive, and sanitary conditions, order, and repair, pursuant to the terms and conditions hereof. Except to the extent otherwise required by the provisions of the laws of Louisiana relating to nonprofit corporations, this declaration, the By-Laws, or the Articles of Incorporation, the powers here in or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Owners. As provided in section 12.01 hereof and notwithstanding any other provision to the contrary contained in any instruments evidencing or establishing the development, Declaration shall have the right to add or remove any member or members of the Board of Directors and any officers of the Association until such time as the first of the following events shall occur: (i) the sale by Declarant of all developed lots in English Turn Subdivision; or (ii) the surrender by Declarant of the authority to appoint or remove directors and officers of the

Association buy an express amendment to this Declaration executed and recorded by Declarant. Each Owner, by acceptance of a deed to or other conveyance of a Lot or Dwelling, vests in Declarant such authority to appoint and remove directors and officers of the Association as provided by this Section 8.01 and by Section 12.01 hereof.

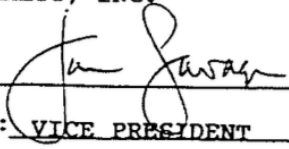
Except as amended hereby, all terms, provisions and stipulations set forth in the Declaration, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment the 23rd day of August, 1995.

DECLARANT:

ENGLISH TURN LIMITED PARTNERSHIP
(formerly English Turn Joint
Venture)

BY: ENGLISH TURN FIDELITY
REALTY, INC.

By:  _____

Its: VICE PRESIDENT

314225

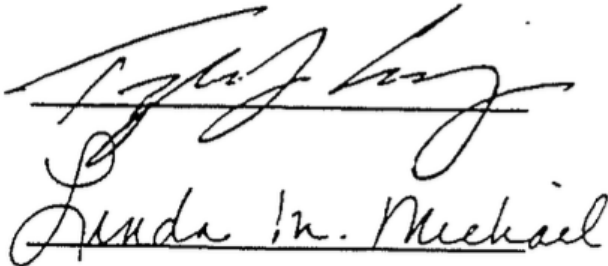
STATE OF LOUISIANA

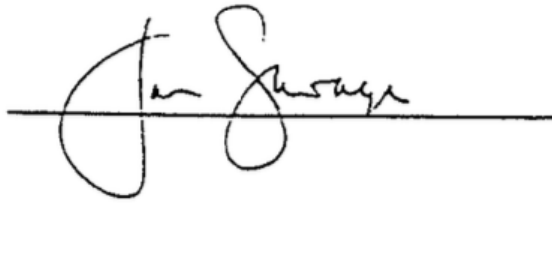
PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 23rd day of August, 1995.

WITNESSES:


Linda M. Michael


Jon Savage


NOTARY PUBLIC

RECEIPT FOR FILING
STEPHEN P. BRUNO
Custodian of Notarial Records
for the Parish of Orleans, State of Louisiana

ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA 70112
TELEPHONE: 568-8577

Filed by: Mary Ann Meyer

Notary Public who passed act: Mary Ann Meyer

Instrument filed: 9th Amendment to Declaration
of Covenants & Restrictions for English
Turn Re: Phase 4 Sect 1 Lots 29, 30, 31

Registered in

Conveyance Office **INSTR. No. 109930**
CONVEYANCE OFFICE
PARISH OF ORLEANS

Instrument # _____
Book 942 Folio 97-100

New Orleans, Louisiana

Date: 8-29-95

Recorded in the Mortgage Office

Instrument # _____

Book _____ Folio _____

New Orleans, Louisiana

Date: _____

Time: _____

~~95094000~~ 229
95-37060-29

Ninth Amendment

NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068

WHEREAS, under the terms of said Declaration, more particularly paragraphs 2.02 and 12.02 thereof, Declarant reserved the right and option to submit to the provisions of the said Declaration from time to time all or any portion of the property described in Exhibit B to the said Declaration (the "Additional Property");

WHEREAS, Declarant desires now to submit a portion of the additional property described in Exhibit B to the Declaration to the terms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:

1. THOSE CERTAIN PARCELS OR LOTS OF GROUND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn, Phase 4, Section 1, designated as Lots 29, 30, and 31, as shown on a plan of Resubdivision prepared by J.J. Krebs & Sons, Inc. dated April 15, 1995, recorded in Conveyance Instrument No. _____ on _____ in the Parish of Orleans, State of Louisiana. (*Handwritten: filed under NA#95-36535*)

2. EFFECTIVE DATE

The effective date of this amendment shall be the date that a multiple original of same is recorded in the office of the register of conveniences for the Parish of Orleans, State of Louisiana.

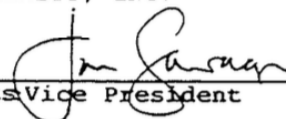
Except as expressly amended hereby, all terms, provisions and stipulations set forth in the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 23rd day of April, 1995.

DECLARANT:

ENGLISH TURN LIMITED PARTNERSHIP

BY: ENGLISH TURN FIDELITY
REALTY, INC.

By: 
Its Vice President

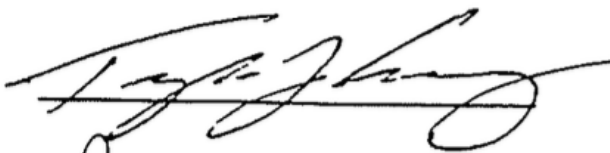
STATE OF LOUISIANA

PARISH OF ORLEANS

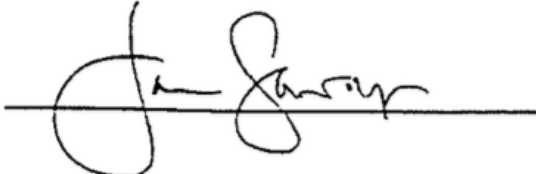
BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

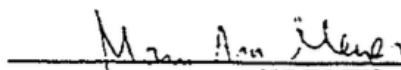
THUS DONE AND EXECUTED, this 23rd day of August, 1995.

WITNESSES:



Linda M. Michael





NOTARY PUBLIC

Tenth Amendment

TENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number (*handwritten: 109788*); further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, (*handwrittenL CIN 109930*).

WHEREAS, under the terms of said Declaration, more particularly paragraphs 2.02 and 12.02 thereof, Declarant reserved the right and option to submit to the provisions of the

said Declaration from time to time all or any portion of the property described in Exhibit B to the said Declaration (the "Additional Property");

WHEREAS, Declarant desires now to submit a portion of the additional property described in Exhibit B to the Declaration to the terms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:

1. THOSE CERTAIN PARCELS OR LOTS OF GROUND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn Villa Sites, Phase 2, as shown on a plan of Resubdivision prepared by J.J. Krebs & Sons, Inc. dated September 8, 1993, being a resubdivision of Parcel B, a portion of Lot P-4 into Lots 13-25 and 46-52, recorded in Conveyance Instrument No. 110354 on September 7, 1995 in the Parish of Orleans, State of Louisiana.

2. ADDITIONAL COVENANTS AND RESTRICTIONS **AS TO VILLA SITES SUBDIVISION**

Each owner of a Lot in the Villa Sites Subdivision, first described hereinabove, shall be subject to an assessment by the English Turn Property Owners Association, Inc. of not less than \$100 per month for yard maintenance to be performed by the said Association in addition to the other charges and assessments authorized by the Declaration, dated May 6, 1988, registered COB 823-8, folios 101-136. The said additional assessment shall become do and payable to the said Association in accordance with the rules and regulations adopted by the Association.

3. EFFECTIVE DATE

The effective date of this amendment shall be the date that a multiple original of same is recorded in the office of the register of conveniences for the Parish of Orleans, State of Louisiana.


Except as expressly amended hereby, all terms, provisions and stipulations set forth in the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 18th day of September, 1995.

DECLARANT:

ENGLISH TURN LIMITED PARTNERSHIP

BY: ENGLISH TURN FIDELITY
REALTY, INC.

By:  _____
Its

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 18th day of September, 1995.

Mary Ann Meyer
NOTARY PUBLIC

RECEIPT FOR FILING
STEPHEN P. BRUNO
Custodian of Notarial Records
for the Parish of Orleans, State of Louisiana
ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA 70112
TELEPHONE: 568-8577

Filed by: Mary Ann Meyer
Notary Public who passed act: Mary Ann Meyer
Instrument filed: 11th Amendment English Turn
CCR's to include Phase 4 Sect 3
lots 14-28

Registered in	Recorded in the Mortgage Office	LO
Conveyance Office	Instrument #	07
Instrument #	Book	03
Book	Folio	03
New Orleans, Louisiana	New Orleans, Louisiana	0E
Date: <u>12/11/95</u>	Date:	0E
	Time:	0E

INSTR. No. 114995
CONVEYANCE OFFICE
PARISH OF ORLEANS

Eleventh Amendment

ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number (*handwritten: 109788*); further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2 by instrument dated September 18, 1995, registered in CIN 110966.

WHEREAS, under the terms of said Declaration, more particularly paragraphs 2.02 and 12.02 thereof, Declarant reserved the right and option to submit to the provisions of the said Declaration from time to time all or any portion of the property described in Exhibit B to the said Declaration (the "Additional Property");

WHEREAS, Declarant desires now to submit a portion of the additional property described in Exhibit B to the Declaration to the terms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:

1. THOSE CERTAIN PARCELS OR LOTS OF GROUND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn, Phase 4, Section 3, as shown on a plan of Resubdivision prepared by Krebs, LaSalle, LeMieux Consultants, Inc. dated April 4, 1995, being a resubdivision of Lot P-1-A-3, English Turn and a portion of Section 29, Lower Coast Algiers into Lots 14 thru 28, English Turn Phase 4, Section 3, recorded as Conveyance Instrument No. _____ on December 11, 1995 in the Parish of Orleans, State of Louisiana.

2. EFFECTIVE DATE

The effective date of this amendment shall be the date that a multiple original of same is recorded in the office of the register of conveniences for the Parish of Orleans, State of Louisiana.

Except as expressly amended hereby, all terms, provisions and stipulations set forth in the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 8th day of December, 1995.

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 8th day of December, 1995.

Marie Anderson

NOTARY PUBLIC

12/11/95
Marie Anderson

INSTR. No. 114995
CONVEYANCE OFFICE
PARISH OF ORLEANS

Twelfth Amendment

TWELFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

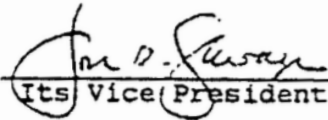
WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number (*handwritten: 109788*); further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28. English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995.

WHEREAS, under the terms of said Declaration, more particularly paragraphs 2.02 and 12.02 thereof, Declarant reserved the right and option to submit to the provisions of the said Declaration from time to time all or any portion of the property described in Exhibit B to the said Declaration (the "Additional Property");

DECLARANT:

ENGLISH TURN LIMITED PARTNERSHIP

BY: ENGLISH TURN FIDELITY
REALTY, INC.

By: 
Its Vice President

WHEREAS, Declarant desires now to submit a portion of the additional property described in Exhibit B to the Declaration to the terms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:


1. THOSE CERTAIN PARCELS OR LOTS OF GROUND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as Fairways at English Turn, Phase 1 as shown on a plan of Resubdivision prepared by Krebs, LaSalle, LeMieux Consultants, Inc., dated March 18, 1996, being a resubdivision of Lot P-1-A-1, English Turn into Lots 1 through 76, 081, and 052, recorded as Conveyance Instrument No. (*handwritten: 128962*) on September 25, 1996, in the Parish of Orleans, State of Louisiana

2. EFFECTIVE DATE

The effective date of this amendment shall be the date that a multiple original of same is recorded in the office of the register of conveniences for the Parish of Orleans, State of Louisiana.

Except as expressly amended hereby, all terms, provisions and stipulations set forth in the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 25th day of September, 1996.

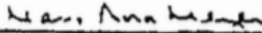
DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP
BY: ENGLISH TURN FIDELITY
REALTY, INC.

By: Jon B. Savage
Its Vice President

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 25th day of September, 1995.



NOTARY PUBLIC

Thirteenth Amendment

THIRTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28. English Turn Phase 4, Section 3 by instrument dated December 8, 1995,

registered in CIN 114995; further amended to include the Fairways at English Turn by instrument dated September 25, 1996, registered ins CIN 128970;

WHEREAS, under the terms of said Declaration, more particularly paragraphs 2.02 and 12.02 thereof, Declarant reserved the right and option to submit to the provisions of the said Declaration from time to time all or any portion of the property described in Exhibit B to the said Declaration (the "Additional Property");

WHEREAS, Declarant desires now to submit a portion of the additional property described in Exhibit B to the Declaration to the terms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:


1. THOSE CERTAIN PARCELS OR LOTS OF GROUND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as Phase 4, Section 4 as shown on Plan of Resubdivision prepared by Krebs, LaSalle, LeMieux Consultants, Inc., dated June 4, 1996, as revised August 30, 1996, further revised September 12, 1996 and lastly revised November 25, 1996, which plan is registered in CIN _____, being a resubdivision of Lot ET4-4 English Turn into Lots 32 through 41, Lots 87 through 112, Lake A and Rec. 1, English Turn Phase 4, Section 4.

2. EFFECTIVE DATE

The effective date of this amendment shall be the date that a multiple original of same is recorded in the office of the register of conveniences for the Parish of Orleans, State of Louisiana.

Except as expressly amended hereby, all terms, provisions and stipulations set forth in the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 9 day of December, 1996.

DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP
BY: ENGLISH TURN FIDELITY
REALTY, INC.

By: Jon B. Savage
Its Vice President

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this ____ day of _____, 1996.

NOTARY PUBLIC

WILLIAM L. FRANK
Custodian of Notarial Records
for the Parish of Orleans, State of Louisiana

ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA 70112
TELEPHONE: 568-8577

Filed by: Mary Ann Meyer

Notary Public who passed act: Mary Ann Meyer

Instrument filed: 14th Amendment to cca's English Turn
re partition of lots

97-10061 E28

Registered in

Recorded in the Mortgage Office

Conveyance Office

Instrument # _____

Instrument # 961 544-544

Book _____, Folio _____

INSTR. No. 135876

New Orleans, Louisiana

Book CONVEYANCE OFFICE

Date _____

PARISH OF ORLEANS

New Orleans, Louisiana

Time: _____

Date: 03 28 97

L. Jackson

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Fourteenth Amendment

FOURTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number (*handwritten: 109788*); further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28. English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995.

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

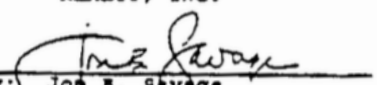
3.15. NO PARTITION

For the maximum period allowed by Louisiana law, there shall be no judicial partition in kind or resubdivision of any lot in the development or any part thereof, nor shall any person acquiring any interest in a lot in the development or any part thereof seek any such judicial partition in kind or resubdivision unless the lot has been removed from the provisions of this Declaration. The purpose of this provision is to prevent the diminution of the size of any lot in the development. It is not intended to disallow a resubdivision of two or more lots into one larger lot.

The effective date of this amendment shall be the date that a multiple original of same is recorded in the office of the register of conveniences for the Parish of Orleans, State of Louisiana.

Except as expressly amended hereby, all terms, provisions and stipulations set forth in the Declaration and the Amendment hereto shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 25 day of February, 1997.

DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP
BY: ENGLISH TURN FIDELITY
REALTY, INC.

By: Joe E. Savage
Its Vice President

STATE OF LOUISIANA
PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 25th day of February, 1996.

Mary Ann Meyer
NOTARY PUBLIC

WILLIAM L. PRATT
Custodian of Notarial Records
for the Parish of Orleans, State of Louisiana

ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA 70112
TELEPHONE: 568-8577

Filed by: Mary Ann Meyer

Notary Public who passed act: Mary Ann Meyer

Instrument filed: 15th Amendment to Declaration

of Covenants, Conditions and Restrictions

See English Turn SID Phase 4 Sect 5

Registered in INSTR No. 137670

Recorded in the Mortgage Office

Conveyance Office CONVEYANCE OFFICE

Instrument # _____

Instrument # _____

Book _____, Folio _____

Book _____, Folio _____

New Orleans, Louisiana

New Orleans, Louisiana

Date: _____

Date: 4-3-97

Time: _____

97-15571-3
NOTARY PUBLIC
PARISH OF ORLEANS

Fifteenth Amendment

FIFTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28. English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995; further amended to include the Fairways at English Turn by

instrument dated September 25, 1996, registered in CIN 128970; further amended on February 25, 1997, registered in CIN 135876;

WHEREAS, under the terms of said Declaration, more particularly paragraphs 2.02 and 12.02 thereof, Declarant reserved the right and option to submit to the provisions of the said Declaration from time to time all or any portion of the property described in Exhibit B to the said Declaration (the "Additional Property");

WHEREAS, Declarant desires now to submit a portion of the additional property described in Exhibit B to the Declaration to the terms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:


1. THOSE CERTAIN PARCELS OR LOTS OF GROUND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as Phase 4, Section 5 as shown on Plan of Resubdivision prepared by Krebs, LaSalle, LeMieux Consultants, Inc., dated July 5, 1996, revised March 21, 1997, which plan is registered in CIN _____, being a resubdivision of Lot ET4-5 English Turn into Lots 1 through 26, Lake B and a private cul-de-sac street Harbour Town Court.

2. EFFECTIVE DATE

The effective date of this amendment shall be the date that a multiple original of same is recorded in the office of the register of conveniences for the Parish of Orleans, State of Louisiana.

Except as expressly amended hereby, all terms, provisions and stipulations set forth in the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 2 day of April, 1997.

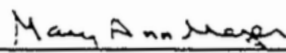
DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP
BY: ENGLISH TURN FIDELITY
REALTY, INC.

By: Jon B. Savage
Its Vice President

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 2nd day of April, 1997.



NOTARY PUBLIC

RECEIPT FOR FILING
WILLIAM L. PRATT
Custodian of Notarial Records
for the Parish of Orleans, State of Louisiana

ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA 70112
TELEPHONE: 568-8577

Filed by: Mary Ann Meyer 581-6373

Notary Public who passed act: Mary Ann Meyer

Instrument filed: 16th Amendment CCR's English Turn

Re: husband in the Family

FILED
CUSTODIAN OF RECORDS
NOTARY PUBLIC
97-27138 E 10

Registered in

Recorded in the Mortgage Office

Conveyance Office

Instrument # _____

Instrument # **INSTR. No. 14115**

Book _____, Folio _____

Book **CONVEYANCE OFFICE**
PARISH OF ORLEANS

New Orleans, Louisiana

New Orleans, Louisiana

Date: _____

Date: 6-10-97 J. Pratt

Time: _____

Sixteenth Amendment

SIXTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28. English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995; further amended to include the Fairways at English Turn by

instrument dated September 25, 1996, registered in CIN 128970; further amended on February 25, 1997, registered in CIN 135876; further amended on April 2, 1997, registered in CIN 137670;

WHEREAS, under the terms of said Declaration, more particularly paragraphs 2.02 and 12.02 thereof, Declarant reserved the right and option to submit to the provisions of the said Declaration from time to time all or any portion of the property described in Exhibit B to the said Declaration (the "Additional Property");

WHEREAS, Declarant desires to amend Section 5.02 (a) (i) to include responsibility by the Association for the maintenance of the bulkhead in The Fairways at English Turn to read as follows:

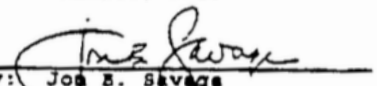
5.02. ASSOCIATION'S RESPONSIBILITY

- (a) except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas, which responsibility shall include all the maintenance, repair, and replacement of
 - (i) all roads, walks, trails, parking lots, landscaped areas, recreational areas and THE BULKHEAD IN THE FAIRWAYS AT ENGLISH TURN and other improvements made by Declarant or the Association situated within the Common Areas or at the election of the Association, within easements encumbering Lots Dwellings, or Village Home Areas pursuant to Sections 3.04 and 3.08 hereof...".

The effective date of this amendment shall be the date that a multiple original of same is recorded in the office of the register of conveniences for the Parish of Orleans, State of Louisiana.

Except as expressly amended hereby, all terms, provisions and stipulations set forth in the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 30th day of May, 1997.

DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP
BY: ENGLISH TURN FIDELITY
REALTY, INC.

By: Joe B. Savage
Its Vice President

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 30th day of May, 1997.

Mary Ann Meyer
NOTARY PUBLIC

WILLIAM L. PRATT
Custodian of Notarial Records
for the Parish of Orleans, State of Louisiana
ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA 70112
TELEPHONE: 568-8577

Filed by: Mary Ann Meyer
Notary Public who passed act: Mary Ann Meyer
Instrument filed: 17th Amendment to CCR's
for English Turn, adding Phase 3 Sect 2

60-32526-9

Registered in	Recorded in the Mortgage Office
Conveyance Office	Instrument # _____
Instrument # INSTR. No. 152297	Book _____, Folio _____
Book _____	New Orleans, Louisiana
New Orleans, Louisiana	Date: _____
Date: <u>11/9/97</u>	Time: _____
<u>a.m. 11:30</u>	

CONVEYANCE OFFICE
PARISH OF ORLEANS

Seventeenth Amendment

SEVENTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28. English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995; further amended to include the Fairways at English Turn by

instrument dated September 25, 1996, registered in CIN 128970; further amended on February 25, 1997, registered in CIN 135876; further amended on April 2, 1997 to add Phase 4, Section 5 in CIN 137670; further amended on May 30, 1997 to clarify the Association's responsibility as to the Bulkhead in the Fairways at English Turn in Article V, Section 502(a)(i) in CIN 141115;

WHEREAS, under the terms of said Declaration, more particularly paragraphs 2.02 and 12.02 thereof, Declarant reserved the right and option to submit to the provisions of the said Declaration from time to time all or any portion of the property described in Exhibit B to the said Declaration (the "Additional Property");

WHEREAS, Declarant desires now to submit a portion of the additional property described in Exhibit B to the Declaration to the terms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:

1. THOSE CERTAIN PARCELS OR LOTS OF GROUND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn Subdivision Phase 3, Section 2 as shown on Plan of Resubdivision prepared by Krebs, LaSalle, LeMieux Consultants, Inc., dated August 21, 1997, and lastly revised November 21, 1997, which plan is registered in CIN 151067, being a resubdivision of Parcels ET3-2 and ET3-3, English Turn into Lots 1 through 26, Lots 106 through 118, Rec. 2, OS-3 and private streets Kingsmill Lane and portion of Forest Oaks and Oak Hills Lane.

2. EFFECTIVE DATE

The effective date of this amendment shall be the date that a multiple original of same is recorded in the office of the register of conveniences for the Parish of Orleans, State of Louisiana.

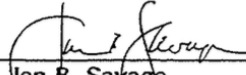
Except as expressly amended hereby, all terms, provisions and stipulations set forth in the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 18th day of December, 1997.

DECLARANT:

ENGLISH TURN LIMITED PARTNERSHIP

BY: ENGLISH TURN FIDELITY
REALTY, INC.

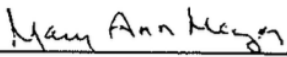
By: 
Jon B. Savage
Its Vice President

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 18th day of December, 1997.



NOTARY PUBLIC

RECEIPT FOR FILING
WILLIAM L. PRATT
Custodian of Notarial Records
for the Parish of Orleans, State of Louisiana

ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA 70112
TELEPHONE: 568-8577

Filed by: Mary Ann Meyer

Notary Public who passed act: Mary Ann Meyer

Instrument filed: 18th Amendment to CCR's

Re: grass cutting

98-12163 E 18

Registered in _____

Recorded in the Mortgage Office _____

Conveyance Office

INSTR. No. 155702

Instrument # _____

Instrument #

**CONVEYANCE OFFICE
PARISH OF ORLEANS**

Book _____

Folio _____

975 . Folio 231-237

New Orleans, Louisiana

New Orleans, Louisiana

Date: _____

Date: _____

3/18/98

Time: _____

4 m. p. h

Eighteenth Amendment

EIGHTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28. English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995; further amended to include the Fairways at English Turn by

instrument dated September 25, 1996, registered in CIN 128970; further amended on February 25, 1997, registered in CIN 135876; further amended on April 2, 1997 to add Phase 4, Section 5 in CIN 137670; further amended on May 30, 1997 to clarify the Association's responsibility as to the Bulkhead in the Fairways at English Turn in Article V, Section 502(a)(i) in CIN 141115; LASTLY AMENDED ON December 18, 1997 to add Phase 3, Section 2 in CIN 152297;

WHEREAS, under the terms of said Declaration, more particularly paragraphs 12.02 thereof, Declarant reserved the right and option to amend the provisions of the said Declaration from time to time;

WHEREAS, Declarant desires now to amend article 5.01;

NOW THEREFORE, the Declaration is hereby amended at article 5.01 as follows, to-wit:

WITNESSETH:

Article V

MAINTENANCE

5.01 Responsibilities of Owners and Village Home Associations.

Unless specifically identified herein, or in a Village Home Declaration as being the responsibility of the Association or Village Home Association, all maintenance and repair of Lots and Dwellings, together with all other improvement thereon or therein and all lawns, landscaping, and grounds on and within a Lot or Dwelling, including the neutral ground or right-of-way area lying between the property line of such Lot or Dwelling and the Private Street, shall be the responsibility of the Owner of such Lot or Dwelling. Unless otherwise provided in the appropriate Village Home Declaration, the maintenance and repair of all common areas of common elements located within such Village Home Areas (including all landscaping and grounds and all recreational facilities and other improvements located within such Village Home Area) shall be the responsibility of the Village Home Association for such Village Home Area. Each Owner or Village Home Association shall be responsible for maintaining his or its Lot, Dwelling, or Village Home Area, as the case may be, in a neat, clean, and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all Dwellings, buildings, and other structures and all lawns, trees, shrubs, hedges, grass, and other landscaping. As provided in section 5.02 (b) hereof, each Owner or Village Home Association also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any items which is the

responsibility of each Owner or Village Home Association, but which responsibility such Owner or Village Home Association fails or refuses to discharge. No Owner or Village Home Association shall (i) decorate, change, or otherwise alter the appearance of any portion of the exterior of a Dwelling or the landscaping, grounds, or other improvements within a Lot or Village Home Area unless such decoration, change, or alteration is first approved, in writing, by the Architectural Standards Committee, as provided in Article X hereof, or (ii) do any work which in the reasonable opinion of the Architectural Standards Committee, would jeopardize the soundness and safety of the Development, reduce the value thereof, or impair any easement or hereditament thereto, without in every such case obtaining the written approval of the Architectural Standards Committee, or Club Owner, as the case may be, directly affected thereby or benefiting from such easement or hereditament. No Owner or Village Home Association shall use any chemical control substances (e.g. fungicides, pesticides, and fertilizers) unless such chemical control substance is on the list of "Approved Use Chemical Control Substance and Fertilizers", which shall be made available to the Owners through the Association, from time to time. Any provision contained in this Section 5.01 to the contrary notwithstanding, the Association shall have the right, in its sole discretion, to maintain any vacant Lots in the Development which are individually owned, including grass cutting, to ensure a uniform appearance throughout the Development, and to assess the Owner of such Lot a reasonable charge for such maintenance. The cost incurred by the Association in performing such maintenance shall be added to and become a part of the assessment to which such Owner and his Lot are subject and shall become a lien against such Lot.

2. EFFECTIVE DATE

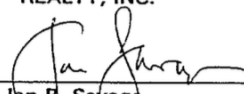
The effective date of this amendment shall be the date that a multiple original of same is recorded in the office of the register of conveniences for the Parish of Orleans, State of Louisiana.

Except as expressly amended hereby, all terms, provisions and stipulations set forth in the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 16th day of March, 1998.

DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP

BY: ENGLISH TURN FIDELITY
REALTY, INC.


By: Jon B. Savage
Its Vice President

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 16th day of March, 1998.

Mary Ann Meyer
NOTARY PUBLIC

Registered in
Conveyance Office
Book 975 Folio 232-234
New Orleans 3/18/98
GASPER J. SCHIRO
Per G. M. B. Schiro
Dt. Clk.

INSTR. No. 155702
CONVEYANCE OFFICE
PARISH OF ORLEANS

WILLIAM L. PRAET
Custodian of Notarial Records
for the Parish of Orleans, State of Louisiana
ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA 70112
TELEPHONE: 568-8577

Filed by: Mary Ann Meyer

Notary Public who passed act: Mary Ann Meyer

Instrument filed: 19th Amendment to CCR's for English Turn
Re Villa Sites Phase 3

Registered in

Conveyance Office

Instrument #

Book _____, Folio _____

New Orleans, Louisiana

Date: 5/15/98
a.m. p.m.

Recorded in the Mortgage Office

Instrument # _____

Book _____, Folio _____

New Orleans, Louisiana

Date: _____

Time: _____

98-20165-5
OFFICE OF THE
CLERK OF COURTS
PARISH OF ORLEANS

Nineteenth Amendment

NINETEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28. English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995; further amended to include the Fairways at English Turn by

instrument dated September 25, 1996, registered in CIN 128970; further amended on February 25, 1997, registered in CIN 135876; further amended on April 2, 1997 to add Phase 4, Section 5 in CIN 137670; further amended on May 30, 1997 to clarify the Association's responsibility as to the Bulkhead in the Fairways at English Turn in Article V, Section 502(a)(i) in CIN 141115; amended on December 18, 1997 to add Phase 3, Section 2 in CIN 152297; lastly amended on March 16, 1998 to clarify maintenance provisions in CIN 155702;

WHEREAS, under the terms of said Declaration, more particularly paragraphs 12.02 thereof, Declarant reserved the right and option to amend the provisions of the said Declaration from time to time;

WHEREAS, Declarant desires now to submit a portion of additional property described in Exhibit B to the declaration to the forms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

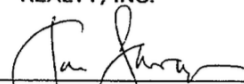
As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:

1. THOSE CERTAIN PARCELS OR LOTS OF GROUND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn Subdivision Villa Sites, Phase 3, as shown on plan of subdivision prepared by Krebs, LaSalle, LeMieux Consultants, Inc., dated August 10, 1994, servitudes added March 24, 1998, being a re-subdivision of parcel B-1 into lots 1-12 and lot 54 and a private cul-de-sac street, "Bear Creek Drive," registered in CIN 157788, on April 24, 1998 in Orleans Parish, Louisiana

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 27th day of April, 1998.

DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP

BY: ENGLISH TURN FIDELITY
REALTY, INC.


By: Jon B. Savage
Its Vice President

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 27th day of April, 1998.

Mary Ann Meyer
NOTARY PUBLIC

WILLIAM L. PRA...
Custodian of Notarial Records
for the Parish of Orleans, State of Louisiana
ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA 70112
TELEPHONE: 568-8577

98-15291815

Filed by: Mary Ann Meyer

Notary Public who passed act: Mary Ann Meyer

Instrument filed: 20th Amendment to CCR's for English Turn, adding Ph 6 Sect 1

Registered in

Recorded in the Mortgage Office

Conveyance Office

INSTR. NO. 165843

Instrument # _____

Instrument #

CONVEYANCE OFFICE
PARISH OF ORLEANS

Book _____, Folio _____

Book _____, Folio _____

New Orleans, Louisiana

New Orleans, Louisiana

Date: _____

Date: 9/15/98
M. W. ...

Time: _____

Twentieth Amendment

TWENTIETH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28. English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995; further amended to include the Fairways at English Turn by

instrument dated September 25, 1996, registered in CIN 128970; further amended on February 25, 1997, registered in CIN 135876; further amended on April 2, 1997 to add Phase 4, Section 5 in CIN 137670; further amended on May 30, 1997 to clarify the Association's responsibility as to the Bulkhead in the Fairways at English Turn in Article V, Section 502(a)(i) in CIN 141115; amended on December 18, 1997 to add Phase 3, Section 2 in CIN 152297; amended on March 16, 1998 to clarify maintenance provisions in CIN 155702; lastly amended on April 27, 1998 to add Villa Sites Phase 3, registered in CIN 158293;

WHEREAS, under the terms of said Declaration, more particularly paragraphs 12.02 thereof, Declarant reserved the right and option to amend the provisions of the said Declaration from time to time;

WHEREAS, Declarant desires now to submit a portion of additional property described in Exhibit B to the declaration to the forms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

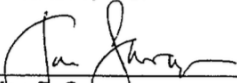
As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:

1. THOSE CERTAIN PARCELS OR LOTS OF GROUND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn Subdivision Phase 6, section 1, as shown on plan of subdivision prepared by Krebs, LaSalle, LeMieux Consultants, Inc., dated May 4, 1998, revised June 16, 1998 and August 10, 1998; being a re-subdivision of Lot P-1-A-2 English Turn, into Lots 13 thru 33 and Parcel 8, a portion of 120' drainage servitude, English Turn Phase 6 section 1, and private street Pinehurst Drive, registered in CIN 165573 on September 10, 1998 in Orleans Parish, Louisiana.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 10th day of September, 1998.

DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP

BY: ENGLISH TURN FIDELITY
REALTY, INC.

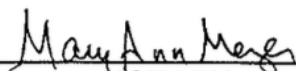

By: Jon B. Savage
Its Vice President

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 27th day of April, 1998.



NOTARY PUBLIC

WILLIAM L. PRATY
Custodian of Notarial Records
for the Parish of Orleans, State of Louisiana

ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA 70112
TELEPHONE: 568-8577

Filed by: Mary Ann Meyer

Notary Public who passed act: Mary Ann Meyer

Instrument filed: CCR's 21st Amendment
adding Ph 4 Sect 6

Registered in Conveyance Office 592-9170

Recorded in the Mortgage Office 592-9176

Instrument # _____
Book INSTR. NO. 172 404
Folio _____
CONVEYANCE OFFICE
PARISH OF ORLEANS
New Orleans, Louisiana
Date: 1-22-99
L. Crockett

Instrument # _____
Book _____, Folio _____
New Orleans, Louisiana
Date: _____
Time: _____

59-0755
JA
12

Twenty-First Amendment

TWENTY-FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28. English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995; further amended to include the Fairways at English Turn by

instrument dated September 25, 1996, registered in CIN 128970; further amended on February 25, 1997, registered in CIN 135876; further amended on April 2, 1997 to add Phase 4, Section 5 in CIN 137670; further amended on May 30, 1997 to clarify the Association's responsibility as to the Bulkhead in the Fairways at English Turn in Article V, Section 502(a)(i) in CIN 141115; amended on December 18, 1997 to add Phase 3, Section 2 in CIN 152297; amended on March 16, 1998 to clarify maintenance provisions in CIN 155702; amended on April 27, 1998 to add Villa Sites Phase 3, registered in CIN 158293; lastly amended on September 10, 1998, registered in CIN 165843

WHEREAS, under the terms of said Declaration, more particularly paragraphs 12.02 thereof, Declarant reserved the right and option to amend the provisions of the said Declaration from time to time;

WHEREAS, Declarant desires now to submit a portion of additional property described in Exhibit B to the declaration to the forms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

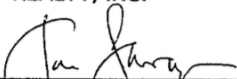
As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:

1. THOSE CERTAIN PARCELS OR LOTS OF GROUND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn Subdivision Phase 4, section 6 as shown on plan of subdivision prepared by Krebs, LaSalle, LeMieux Consultants, Inc., dated July 28, 1998, registered in CIN 171762; being a re-subdivision of parcel ET 4-6 into lots 1-25 and 44-64, English Turn Phase 4 section 6, and private streets Island Club Drive and a portion of English Turn Drive, and Parcel OS4 in Orleans Parish, Louisiana.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 8th day of January, 1999.

DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP

BY: ENGLISH TURN FIDELITY
REALTY, INC.

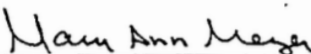

By: Jon B. Savage
Its Vice President

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 27th day of April, 1998.



NOTARY PUBLIC

INSTR. No. 1724104
CONVEYANCE OFFICE
PARISH OF ORLEANS
1-22-99
L. Crockett

FILED
CUSTODIAN OF
NOTARIAL RECORDS
PARISH OF ORLEANS
99-02753 413

RECEIPT FOR FILING
WILLIAM L. PRATT
Custodian of Notarial Records
for the Parish of Orleans, State of Louisiana

ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA 70112
TELEPHONE: 568-8577

Conveyance
MARY ANN MEYER
581-6373

Filed by: Mary Ann Meyer

Notary Public who passed act: Mary Ann Meyer

Instrument filed: CCR's ET Ph 6 Sect 2

99-44952 & 28
CUSTODIAN OF
NOTARIAL RECORDS

Registered in

Recorded in the Mortgage Office

Conveyance of

Instrument #

Book _____ . Folio _____

New Orleans, Louisiana

Date: 9-28-99 *P. Albert*

INSTR. NO. 186205
CONVEYANCE OFFICE
PARISH OF ORLEANS

Instrument # _____

Book _____ . Folio _____

New Orleans, Louisiana

Date: _____

Time: _____

Twenty-Second Amendment

TWENTY-SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28. English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995; further amended to include the Fairways at English Turn by

instrument dated September 25, 1996, registered in CIN 128970; further amended on February 25, 1997, registered in CIN 135876; further amended on April 2, 1997 to add Phase 4, Section 5 in CIN 137670; further amended on May 30, 1997 to clarify the Association's responsibility as to the Bulkhead in the Fairways at English Turn in Article V, Section 502(a)(i) in CIN 141115; amended on December 18, 1997 to add Phase 3, Section 2 in CIN 152297; amended on March 16, 1998 to clarify maintenance provisions in CIN 155702; amended on April 27, 1998 to add Villa Sites Phase 3, registered in CIN 158293; amended on September 10, 1998, registered in CIN 165843; to add Phase 6, section 1; lastly amended on January 8, 1999, to add Phase 5, section 6; registered in CIN 172404;

WHEREAS, under the terms of said Declaration, more particularly paragraphs 12.02 thereof, Declarant reserved the right and option to amend the provisions of the said Declaration from time to time;

WHEREAS, Declarant desires now to submit a portion of additional property described in Exhibit B to the declaration to the forms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

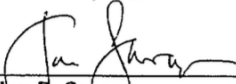
As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:

1. THOSE CERTAIN PARCELS OR LOTS OF GROUND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn Subdivision Phase 6, section 2, as shown on plan of subdivision prepared by Krebs, LaSalle, LeMieux Consultants, Inc., dated May 18, 1999, registered in CIN 186204; being a re-subdivision of parcel ET 6-2 into lots 1-12 and 34-41, English Turn Phase 6 section 2, and private street Pinehurst Drive in Orleans Parish, Louisiana.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 28th day of September, 1999.

DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP

BY: ENGLISH TURN FIDELITY
REALTY, INC.


By: Jon B. Savage
its Vice President

Twenty-Third Amendment

TWENTY-THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28, English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995; further amended to include the Fairways at English Turn by

instrument dated September 25, 1996, registered in CIN 128970; further amended on February 25, 1997, registered in CIN 135876; further amended on April 2, 1997 to add Phase 4, Section 5 in CIN 137670; further amended on May 30, 1997 to clarify the Association's responsibility as to the Bulkhead in the Fairways at English Turn in Article V, Section 502(a)(i) in CIN 141115; amended on December 18, 1997 to add Phase 3, Section 2 in CIN 152297; amended on March 16, 1998 to clarify maintenance provisions in CIN 155702; amended on April 27, 1998 to add Villa Sites Phase 3, registered in CIN 158293; amended on September 10, 1998, registered in CIN 165843; to add Phase 6, section 1; amended on January 8, 1999, to add Phase 5, section 6; registered in CIN 172404; amended on _____ to add Phase 6 section 2 and private street Pinehurst Drive, registered in CIN _____.

WHEREAS, under the terms of said Declaration, more particularly paragraphs 12.02 thereof, Declarant reserved the right and option to amend the provisions of the said Declaration from time to time;

WHEREAS, Declarant desires now to submit a portion of additional property described in Exhibit B to the declaration to the forms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

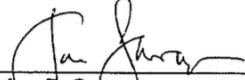
As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:

1. FOR CERTAIN PARCELS OR LOTS OF GROUND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn Subdivision Phase 3 Section 3 as shown on plan of subdivision prepared by Krebs, LaSalle, LeMieux Consultants, Inc., dated January 13, 2000, registered in CIN _____; being a re-subdivision of parcel ET 3-4A into lots 57-79, English Turn Phase 3 section 3, and Private Streets Forest Oaks Drive and Oak Hills Lane designated as Lots 69, 70, 72 and 79 and Private Streets Forest Oaks Drive and Oak Hills Lane.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 5th day of June, 2001.

DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP

BY: ENGLISH TURN FIDELITY
REALTY, INC.


By: Jon B. Savage
Its Vice President

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 28th day of September, 1998.



NOTARY PUBLIC

INSTR. No. 186205
CONVEYANCE OFFICE
PARISH OF ORLEANS

9-28-99



Conveyance

RECEIPT FOR FILING
WILLIAM L. PRATT
Custodian of Notarial Records
for the Parish of Orleans, State of Louisiana

ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA 70112
TELEPHONE: 568-8577

Filed by: Mary Ann Meyer

Notary Public who passed act: Mary Ann Meyer

Instrument filed: 2378 Amendment to
CCR's for English Turn, adding
lots 69, 70, 72, 79 Forest Oaks Dr and Oak Hill Lane

MARY ANN MEYER
568-6373

24382
NOTARY PUBLIC
PARISH OF ORLEANS

Registered in Conveyance Office 592-9170

Recorded in the Mortgage Office 592-9176

INSTR. NO. 218321
CONVEYANCE OFFICE
PARISH OF ORLEANS

Instrument #

Instrument # _____

Book _____, Folio _____

Book _____, Folio _____

New Orleans, Louisiana

New Orleans, Louisiana

Date: DMP 6-7-01

Date: _____

Time: _____

Twenty-Fourth Amendment

TWENTY-FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28. English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995; further amended to include the Fairways at English Turn by

instrument dated September 25, 1996, registered in CIN 128970; further amended on February 25, 1997, registered in CIN 135876; further amended on April 2, 1997 to add Phase 4, Section 5 in CIN 137670; further amended on May 30, 1997 to clarify the Association's responsibility as to the Bulkhead in the Fairways at English Turn in Article V, Section 502(a)(i) in CIN 141115; amended on December 18, 1997 to add Phase 3, Section 2 in CIN 152297; amended on March 16, 1998 to clarify maintenance provisions in CIN 155702; amended on April 27, 1998 to add Villa Sites Phase 3, registered in CIN 158293; amended on September 10, 1998, registered in CIN 165843; to add Phase 6, section 1; amended on January 8, 1999, to add Phase 5, section 6; registered in CIN 172404; amended on _____ to add Phase 6 section 2 and private street Pinehurst Drive, registered in CIN _____; amended on June 5, 2001 to add four lots in Phase 3, Section 3, Lots Numbers 69, 70, 72, 79 and Private Streets registered in CIN 218321;

WHEREAS, under the terms of said Declaration, more particularly paragraphs 12.02 thereof, Declarant reserved the right and option to amend the provisions of the said Declaration from time to time;

WHEREAS, Declarant desires now to submit a portion of additional property described in Exhibit B to the declaration to the forms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

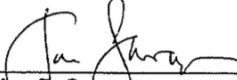
As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:

1. One certain lot of ground together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn Subdivision Phase 5 Section 1 as shown on plan of subdivision prepared by Krebs, LaSalle, LeMieux Consultants, Inc., dated June 27, 2000, registered in CIN 223855; being a re-subdivision of Lot ET 5-1 into Lots 1-12, 42, 55-59 English Turn Phase 5 Section 1 and portions of English Turn Drive and Eagle Point Lane (private streets) designated as Lot 7.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 18th day of December, 2001.

DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP

BY: ENGLISH TURN FIDELITY
REALTY, INC.


By: Jon B. Savage
Its Vice President

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 18th day of December, 2001.



NOTARY PUBLIC

Twenty-Fifth Amendment

TWENTY-FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28, English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995; further amended to include the Fairways at English Turn by

instrument dated September 25, 1996, registered in CIN 128970; further amended on February 25, 1997, registered in CIN 135876; further amended on April 2, 1997 to add Phase 4, Section 5 in CIN 137670; further amended on May 30, 1997 to clarify the Association's responsibility as to the Bulkhead in the Fairways at English Turn in Article V, Section 502(a)(i) in CIN 141115; amended on December 18, 1997 to add Phase 3, Section 2 in CIN 152297; amended on March 16, 1998 to clarify maintenance provisions in CIN 155702; amended on April 27, 1998 to add Villa Sites Phase 3, registered in CIN 158293; amended on September 10, 1998, registered in CIN 165843; to add Phase 6, section 1; amended on January 8, 1999, to add Phase 5, section 6; registered in CIN 172404; amended on _____ to add Phase 6 section 2 and private street Pinehurst Drive, registered in CIN _____; amended on June 5, 2001 to add four lots in Phase 3, Section 3, Lots Numbers 69, 70, 72, 79 and Private Streets registered in CIN 218321; and amended on December 18, 2001 to add Lot 7 Phase 5, section 1 registered in CIN 228817;

WHEREAS, under the terms of said Declaration, more particularly paragraphs 12.02 thereof, Declarant reserved the right and option to amend the provisions of the said Declaration from time to time;

WHEREAS, Declarant desires now to submit a portion of additional property described in Exhibit B to the declaration to the forms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:

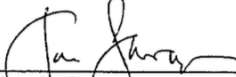
1. Two certain lots of ground together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn Subdivision Phase 3, section 3, as shown on plan of subdivision prepared by Krebs, LaSalle, LeMieux Consultants, Inc., dated January 13, 2000, revised January 9, 2001, revised February 19, 2001, last revised April 6, 2001, registered in CIN 218320; being a resubdivision of Lot ET 3-4A into Lots 57-79, English Turn Phase 3

Section 3 and private streets Forest Oaks Drive, Oak Hills Lane designated as Lots 66 and 74.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the ____ day of _____.

DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP

BY: ENGLISH TURN FIDELITY
REALTY, INC.


By: Jon B. Savage
Its Vice President

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this ____ day of _____, 2001.

Twenty-Sixth Amendment

TWENTY-SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28. English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995; further amended to include the Fairways at English Turn by

instrument dated September 25, 1996, registered in CIN 128970; further amended on February 25, 1997, registered in CIN 135876; further amended on April 2, 1997 to add Phase 4, Section 5 in CIN 137670; further amended on May 30, 1997 to clarify the Association's responsibility as to the Bulkhead in the Fairways at English Turn in Article V, Section 502(a)(i) in CIN 141115; amended on December 18, 1997 to add Phase 3, Section 2 in CIN 152297; amended on March 16, 1998 to clarify maintenance provisions in CIN 155702; amended on April 27, 1998 to add Villa Sites Phase 3, registered in CIN 158293; amended on September 10, 1998, registered in CIN 165843; to add Phase 6, section 1; amended on January 8, 1999, to add Phase 5, section 6; registered in CIN 172404; amended on _____ to add Phase 6 section 2 and private street Pinehurst Drive, registered in CIN _____; amended on June 5, 2001 to add four lots in Phase 3, Section 3, Lots Numbers 69, 70, 72, 79 and Private Streets registered in CIN 218321; and amended on December 18, 2001 to add Lot 7 Phase 5, section 1 registered in CIN 228817; as amended on April 29, 2002 to add Lots 66 and 74 Phase 3, Section 3;

WHEREAS, under the terms of said Declaration, more particularly paragraphs 12.02 thereof, Declarant reserved the right and option to amend the provisions of the said Declaration from time to time;

WHEREAS, Declarant desires now to submit a portion of additional property described in Exhibit B to the declaration to the forms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

ARTICLE II

DEVELOPMENT

2.02 Development of Additional Property.

Declarant hereby reserves the option, to be exercised in its sole discretion, to submit from time to time the Additional Property or a portion or portions thereof to the provisions of this Declaration and thereby to cause the Additional Property or a portion or portions thereby to be come part of the Property. This option may be exercised by Declarant in accordance with the following rights, conditions, and limitations, which are the only conditions and limitations on such option to add all or any portion of the Additional Property to the Development:

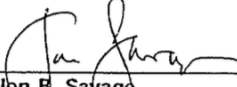
- (a) The option may be exercised from time to time during a period of thirty (30) years from the date of recordation of this Declaration; provided, however, that the Declarant reserves the right to terminate such option at any time

prior to the expiration of such thirty (30) year period by executing and filing an agreement evidencing such termination in the Office of the Recorder of Conveyances for Orleans Parish, Louisiana, and, except for such termination by Declarant, no other circumstances will terminate such option prior to the expiration of such thirty (30) year period.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 25th day of June 2002.

DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP

BY: ENGLISH TURN FIDELITY
REALTY, INC.

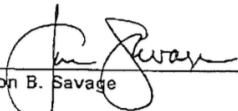

By: Jon B. Savage
Its Vice President

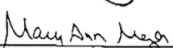
STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 25th day of June 2002.


Jon B. Savage


NOTARY PUBLIC

FILED
CUSTODIAN OF
NOTARIAL RECORDS
PARISH OF ORLEANS
2002 - 36103 - 22

Twenty-Seventh Amendment

TWENTY-SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28. English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995; further amended to include the Fairways at English Turn by

instrument dated September 25, 1996, registered in CIN 128970; further amended on February 25, 1997, registered in CIN 135876; further amended on April 2, 1997 to add Phase 4, Section 5 in CIN 137670; further amended on May 30, 1997 to clarify the Association's responsibility as to the Bulkhead in the Fairways at English Turn in Article V, Section 502(a)(i) in CIN 141115; amended on December 18, 1997 to add Phase 3, Section 2 in CIN 152297; amended on March 16, 1998 to clarify maintenance provisions in CIN 155702; amended on April 27, 1998 to add Villa Sites Phase 3, registered in CIN 158293; amended on September 10, 1998, registered in CIN 165843; to add Phase 6, section 1; amended on January 8, 1999, to add Phase 5, section 6; registered in CIN 172404; amended on September 28, 1999 to add Phase 6 section 2 and private street Pinehurst Drive, registered in CIN 186205; amended on June 5, 2001 to add four lots in Phase 3, Section 3, Lots Numbers 69, 70, 72, 79 and Private Streets registered in CIN 218321; and amended on December 18, 2001 to add Lot 7 Phase 5, section 1 registered in CIN 228817; as amended on April 29, 2002 to add Lots 66 and 74 Phase 3, Section 3 as amended on June 25, 2002 to extend the time for development registered in CIN 238995;

WHEREAS, under the terms of said Declaration, more particularly paragraphs 12.02 thereof, Declarant reserved the right and option to amend the provisions of the said Declaration from time to time;

WHEREAS, Declarant desires now to submit a portion of additional property described in Exhibit B to the declaration to the forms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:

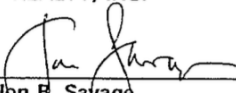
1. Two certain lots of ground together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn Subdivision Phase 3, section 3, as shown on plan of subdivision prepared by Krebs, LaSalle, LeMieux Consultants, Inc., dated January 13, 2000, revised January 9, 2001, revised February 19, 2001, last revised April 6, 2001, registered in CIN

218320; being a resubdivision of Lot ET 3-4A into Lots 57-79, English Turn Phase 3 Section 3 and private streets Forest Oaks Drive, Oak Hills Lane designated as Lots 71 and 75.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the ____ day of _____.

DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP

BY: ENGLISH TURN FIDELITY
REALTY, INC.


By: Jon B. Savage
Its Vice President

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this ____ day of _____.

Twenty-Eighth Amendment

TWENTY-EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28, English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995; further amended to include the Fairways at English Turn by

instrument dated September 25, 1996, registered in CIN 128970; further amended on February 25, 1997, registered in CIN 135876; further amended on April 2, 1997 to add Phase 4, Section 5 in CIN 137670; further amended on May 30, 1997 to clarify the Association's responsibility as to the Bulkhead in the Fairways at English Turn in Article V, Section 502(a)(i) in CIN 141115; amended on December 18, 1997 to add Phase 3, Section 2 in CIN 152297; amended on March 16, 1998 to clarify maintenance provisions in CIN 155702; amended on April 27, 1998 to add Villa Sites Phase 3, registered in CIN 158293; amended on September 10, 1998, registered in CIN 165843; to add Phase 6, section 1; amended on January 8, 1999, to add Phase 5, section 6; registered in CIN 172404; amended on September 28, 1999 to add Phase 6 section 2 and private street Pinehurst Drive, registered in CIN 186205; amended on June 5, 2001 to add four lots in Phase 3, Section 3, Lots Numbers 69, 70, 72, 79 and Private Streets registered in CIN 218321; and amended on December 18, 2001 to add Lot 7 Phase 5, section 1 registered in CIN 228817; as amended on April 29, 2002 to add Lots 66 and 74 Phase 3, Section 3 as amended on June 25, 2002 to extend the time for development registered in CIN 238995; as amended on July 30, 2002 to add Lots 71 and 75, Phase 3 Section 3;

WHEREAS, under the terms of said Declaration, more particularly paragraphs 12.02 thereof, Declarant reserved the right and option to amend the provisions of the said Declaration from time to time;

WHEREAS, Declarant desires now to submit a portion of additional property described in Exhibit B to the declaration to the forms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:

1. Fifteen certain lots of ground together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn Subdivision Phase 3, section 3, as shown on plan of subdivision prepared by Krebs, LaSalle, LeMieux Consultants, Inc., dated January 13, 2000, revised January

9, 2001, revised February 19, 2001, last revised April 6, 2001, registered in CIN 218320; being a resubdivision of Lot ET 3-4A into Lots 57-79, English Turn Phase 3 Section 3 and private streets Forest Oaks Drive, Oak Hills Lane designated as Lots 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 68, 73, 78, 77, and 78.

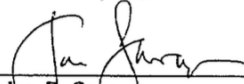
AND

17 certain lots of ground together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn Subdivision Phase 5, section 1, as shown on plan of subdivision prepared by Krebs, LaSalle, LeMieux Consultants, Inc., dated June 27, 2000 registered in CIN 223855; being a resubdivision of Lot ET ET 5-1 into Lots 1-12, 42, 55-59 English Turn Phase 5 Section 1 and portions of English Turn Drive and Eagle Point Lane (private streets) designated as Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 42, 55, 56, 57, 58 and 59.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 17th day of September, 2002.

DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP

BY: ENGLISH TURN FIDELITY
REALTY, INC.


By: Jon B. Savage
Its Vice President

STATE OF LOUISIANA

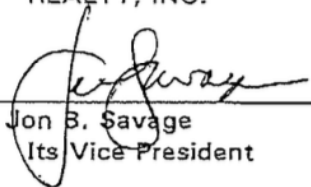
PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 17th day of September, 2002.

DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP

BY: ENGLISH TURN FIDELITY
REALTY, INC.

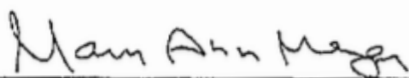

By: Jon B. Savage
Its Vice President

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 17th day of September.



NOTARY PUBLIC

Twenty-Ninth Amendment

TWENTY-NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28. English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995; further amended to include the Fairways at English Turn by

instrument dated September 25, 1996, registered in CIN 128970; further amended on February 25, 1997, registered in CIN 135876; further amended on April 2, 1997 to add Phase 4, Section 5 in CIN 137670; further amended on May 30, 1997 to clarify the Association's responsibility as to the Bulkhead in the Fairways at English Turn in Article V, Section 502(a)(i) in CIN 141115; amended on December 18, 1997 to add Phase 3, Section 2 in CIN 152297; amended on March 16, 1998 to clarify maintenance provisions in CIN 155702; amended on April 27, 1998 to add Villa Sites Phase 3, registered in CIN 158293; amended on September 10, 1998, registered in CIN 165843; to add Phase 6, section 1; amended on January 8, 1999, to add Phase 5, section 6; registered in CIN 172404; amended on September 28, 1999 to add Phase 6 section 2 and private street Pinehurst Drive, registered in CIN 186205; amended on June 5, 2001 to add four lots in Phase 3, Section 3, Lots Numbers 69, 70, 72, 79 and Private Streets registered in CIN 218321; and amended on December 18, 2001 to add Lot 7 Phase 5, section 1 registered in CIN 228817; as amended on April 29, 2002 to add Lots 66 and 74 Phase 3, Section 3 as amended on June 25, 2002 to extend the time for development registered in CIN 238995; as amended on July 30, 2002 to add Lots 71 and 75, Phase 3 Section 3; as amended September 17, 2002, to add 15 lots in Phase 3, Section 3 Lots Numbers 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 68, 73, 76, 77 and 78 and lots in Phase 5, Section 1, and portions of English Turn Drive and Eagle Point Lane (private streets) designated as Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 42, 55, 56, 57, 58 and 59, registered in CIN 244682.

WHEREAS, under the terms of said Declaration, more particularly paragraphs 12.02 thereof, Declarant reserved the right and option to amend the provisions of the said Declaration from time to time;

WHEREAS, Declarant desires now to amend Article X, Section 10.16 Pets., to limit the number of pets property owners may keep in their private yards;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

ARTICLE X

* * *

10.16 Pets.

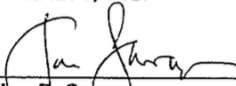
No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Development, provided that generally recognized house pets may be kept in Dwellings, subject to rules and regulations adopted by the Association, through its Board of Directors, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. NO

MORE THAN THREE (3) DOGS MAY BE HOUSED BY ANY PROPERTY OWNER IN HIS PRIVATE YARD ON A PERMANENT BASIS. NO MORE THAN THREE (3) DOGS MAY BE ALLOWED TO ROAM ON THE PRIVATE YARD OF ANY PROPERTY OWNER FOR EXTENDED PERIODS OF TIME. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the common areas. Pets shall be under leash at all times when walked or exercised in any portion of the Common Areas, no pet shall be permitted to leave it's excrement on any portion of the Common Areas, and the Owner of such pet shall immediately remove the same. Upon the written request of the Owner, the Board of Directors may conclusively determine, in it's soul and absolute discretion, weather, for purposes of this section 10.16, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the Owner of a particular pet to remove such a pet from the Development of such pet is found to be a nuisance or to be in violation of these restrictions. The Board of Directors shall have the further right, subject to section 11.03 hereof, to fine any Owner (in an amount not to exceed \$50 per violation) for the violation of these pet restrictions by such Owner or an occupant of his lot or dwelling, and an Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or oven occupant of such Owners lot or dwelling. Any such fine or cost of repair shall be added to an become a part of that portion of any assessment next coming due to which such lot or dwelling and its Owner or subject.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 29 day of October, 2004.

DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP

BY: ENGLISH TURN FIDELITY
REALTY, INC.


By: Jon B. Savage
Its Vice President

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 29th day of October, 2004.

Mary Ann Meyer
NOTARY PUBLIC

Mary Ann Meyer
LA BAR # 8969

Thirtieth Amendment

THIRTIETH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28. English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995; further amended to include the Fairways at English Turn by

instrument dated September 25, 1996, registered in CIN 128970; further amended on February 25, 1997, registered in CIN 135876; further amended on April 2, 1997 to add Phase 4, Section 5 in CIN 137670; further amended on May 30, 1997 to clarify the Association's responsibility as to the Bulkhead in the Fairways at English Turn in Article V, Section 502(a)(i) in CIN 141115; amended on December 18, 1997 to add Phase 3, Section 2 in CIN 152297; amended on March 16, 1998 to clarify maintenance provisions in CIN 155702; amended on April 27, 1998 to add Villa Sites Phase 3, registered in CIN 158293; amended on September 10, 1998, registered in CIN 165843; to add Phase 6, section 1; amended on January 8, 1999, to add Phase 5, section 6; registered in CIN 172404; amended on September 28, 1999 to add Phase 6 section 2 and private street Pinehurst Drive, registered in CIN 186205; amended on June 5, 2001 to add four lots in Phase 3, Section 3, Lots Numbers 69, 70, 72, 79 and Private Streets registered in CIN 218321; and amended on December 18, 2001 to add Lot 7 Phase 5, section 1 registered in CIN 228817; as amended on April 29, 2002 to add Lots 66 and 74 Phase 3, Section 3 as amended on June 25, 2002 to extend the time for development registered in CIN 238995; as amended on July 30, 2002 to add Lots 71 and 75, Phase 3 Section 3; as amended September 17, 2002, to add 15 lots in Phase 3, Section 3 Lots Numbers 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 68, 73, 76, 77 and 78 and lots in Phase 5, Section 1, and portions of English Turn Drive and Eagle Point Lane (private streets) designated as Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 42, 55, 56, 57, 58 and 59, registered in CIN 244682; as amended on October _____, 2004, to reference pets.

WHEREAS, under the terms of said Declaration, more particularly paragraphs 12.02 thereof, Declarant reserved the right and option to amend the provisions of the said Declaration from time to time;

WHEREAS, Declarant desires now to submit a portion of additional property described in Exhibit B to the declaration to the forms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

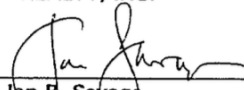
As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:

1. Four certain lots of ground together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn Subdivision Phase 7, as shown on plan of subdivision prepared by Krebs, LaSalle, LeMieux Consultants, Inc., dated July 28, 2003, registered in CIN _____; being a resubdivision of Lot ET 7A, into Lots 1-15 English Turn Phase 7 and private street Pine Valley Drive designated as Lots 7, 8, 9, and 10 and private street Pine Valley Drive.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 29th day of October, 2004.

DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP

BY: ENGLISH TURN FIDELITY
REALTY, INC.


By: Jon B. Savage
Its Vice President

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 29th day of October, 2004.

Mary Ann Meyer
NOTARY PUBLIC

Mary Ann Meyer LA BAR # 8969

Thirty-First Amendment

THIRTY FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28. English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995; further amended to include the Fairways at English Turn by

instrument dated September 25, 1996, registered in CIN 128970; further amended on February 25, 1997, registered in CIN 135876; further amended on April 2, 1997 to add Phase 4, Section 5 in CIN 137670; further amended on May 30, 1997 to clarify the Association's responsibility as to the Bulkhead in the Fairways at English Turn in Article V, Section 502(a)(i) in CIN 141115; amended on December 18, 1997 to add Phase 3, Section 2 in CIN 152297; amended on March 16, 1998 to clarify maintenance provisions in CIN 155702; amended on April 27, 1998 to add Villa Sites Phase 3, registered in CIN 158293; amended on September 10, 1998, registered in CIN 165843; to add Phase 6, section 1; amended on January 8, 1999, to add Phase 5, section 6; registered in CIN 172404; amended on September 28, 1999 to add Phase 6 section 2 and private street Pinehurst Drive, registered in CIN 186205; amended on June 5, 2001 to add four lots in Phase 3, Section 3, Lots Numbers 69, 70, 72, 79 and Private Streets registered in CIN 218321; and amended on December 18, 2001 to add Lot 7 Phase 5, section 1 registered in CIN 228817; as amended on April 29, 2002 to add Lots 66 and 74 Phase 3, Section 3 as amended on June 25, 2002 to extend the time for development registered in CIN 238995; as amended on July 30, 2002 to add Lots 71 and 75, Phase 3 Section 3; as amended September 17, 2002, to add 15 lots in Phase 3, Section 3 Lots Numbers 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 68, 73, 76, 77 and 78 and lots in Phase 5, Section 1, and portions of English Turn Drive and Eagle Point Lane (private streets) designated as Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 42, 55, 56, 57, 58 and 59, registered in CIN 244682; as amended on October _____, 2004, to reference pets; and amended on October 29, 2004 to add Lots 7, 8, 9 and 10, English Turn Subdivision, Phase 7, registered in CIN 244863

WHEREAS, under the terms of said Declaration, more particularly paragraphs 12.02 thereof, Declarant reserved the right and option to amend the provisions of the said Declaration from time to time;

WHEREAS, Declarant desires now to submit a portion of additional property described in Exhibit B to the declaration to the forms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

Article III, Section 3.01 is hereby amended by adding thereto the following sentence:

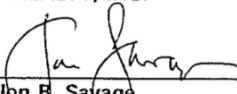
"Should any such resubdivision occur wherein two or more lots are combined into a larger parcel, as hereinabove provided for, and with the approval of the City of New Orleans Planning Commission, and thereafter, the Owner desires to resubdivide said larger parcel into two or more smaller parcels or lots, such redubdivision must receive the approval of the Board of Directors of the English Turn Property Owners Association, as well as the appropriate agency(ies) of hire City of New Orleans; provided however

that in no event shall any such subsequent subdivision into smaller parcels or lots be allowed if the proposed new lot or lots is/are not at least the same size of the original lot or lots resubdivided into the larger parcel or lot."

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 18 day of February, 2005.

DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP

BY: ENGLISH TURN FIDELITY
REALTY, INC.

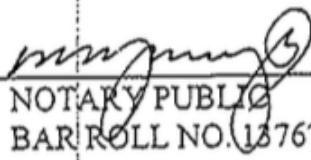

By: Jon B. Savage
Its Vice President

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 18 day of February, 2005.


NOTARY PUBLIC
BAR ROLL NO. 13767

Thirty-Second Amendment

THIRTY-SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28, English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995; further amended to include the Fairways at English Turn by

instrument dated September 25, 1996, registered in CIN 128970; further amended on February 25, 1997, registered in CIN 135876; further amended on April 2, 1997 to add Phase 4, Section 5 in CIN 137670; further amended on May 30, 1997 to clarify the Association's responsibility as to the Bulkhead in the Fairways at English Turn in Article V, Section 502(a)(i) in CIN 141115; amended on December 18, 1997 to add Phase 3, Section 2 in CIN 152297; amended on March 16, 1998 to clarify maintenance provisions in CIN 155702; amended on April 27, 1998 to add Villa Sites Phase 3, registered in CIN 158293; amended on September 10, 1998, registered in CIN 165843; to add Phase 6, section 1; amended on January 8, 1999, to add Phase 5, section 6; registered in CIN 172404; amended on September 28, 1999 to add Phase 6 section 2 and private street Pinehurst Drive, registered in CIN 186205; amended on June 5, 2001 to add four lots in Phase 3, Section 3, Lots Numbers 69, 70, 72, 79 and Private Streets registered in CIN 218321; and amended on December 18, 2001 to add Lot 7 Phase 5, section 1 registered in CIN 228817; as amended on April 29, 2002 to add Lots 66 and 74 Phase 3, Section 3 as amended on June 25, 2002 to extend the time for development registered in CIN 238995; as amended on July 30, 2002 to add Lots 71 and 75, Phase 3 Section 3; as amended September 17, 2002, to add 15 lots in Phase 3, Section 3 Lots Numbers 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 68, 73, 76, 77 and 78 and lots in Phase 5, Section 1, and portions of English Turn Drive and Eagle Point Lane (private streets) designated as Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 42, 55, 56, 57, 58 and 59, registered in CIN 244682; as amended on October _____, 2004, to reference pets; and amended on October 29, 2004 to add Lots 7, 8, 9 and 10, English Turn Subdivision, Phase 7, registered in CIN 294819; and as amended on February 18, 2005 to amend Article III, Section 3.01, registered in CIN 302570.

WHEREAS, under the terms of said Declaration, more particularly paragraphs 12.02 thereof, Declarant reserved the right and option to amend the provisions of the said Declaration from time to time;

WHEREAS, Declarant desires now to submit a portion of additional property described in Exhibit B to the declaration to the forms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered

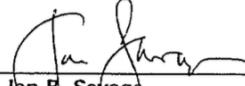
in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:

1. One certain lot of ground together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn Subdivision Phase 3, Section 4, as shown on plan of subdivision prepared by Krebs, LaSalle, LeMieux Consultants, Inc., dated August 18, 2004, registered in CIN 301304, Orleans Parish, Louisiana, and according to said plan the said lot is designated as Lot #80, bounded by Oak Hills Lane, Rec-3, Lot 82 and Lot 86. The improvements thereon will bead Municipal No. 15 Oak Hills Lane.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 22nd day of April, 2005.

DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP

BY: ENGLISH TURN FIDELITY
REALTY, INC.

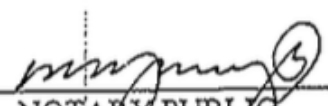

By: Jon B. Savage
Its Vice President

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 18 day of February, 2005.


NOTARY PUBLIC
BAR ROLL NO. 13767

**UNANIMOUS CONSENT OF BOARD OF DIRECTORS
OF
ENGLISH TURN PROPERTY OWNERS ASSOCIATION**

Acting Pursuant to L.R.S 12:22E(9) of Louisiana Nonprofit Corporation undersigned, being all of the Directors of English Turn Property Association, Inc., a Louisiana nonprofit corporation, do hereby consent to and authorize the following action by the corporation:

Be it enacted by the Board of Directors of English Turn, the amendment to Article 6.03 of the Covenants, Conditions, and Restrictions (CC&R's) such that the time limit to repair damaged Dwellings shall adhere to the following commencement and completion schedule:

- Dwellings that suffer "Minor" damage will be given (30) days to commence repairs and an additional (30) days to complete repairs.
- Dwellings that suffer "Major" damage will be given (60) days to commence repairs and an additional (90) days to complete repairs.

Failure to comply with Dwellings damage repair time limits shall be deemed a major violation of the CC & R's.

Be it enacted by the Board of Directors of English Turn, the amendment to Article 10.04 (b) of the Covenants, Conditions, and Restrictions (CC&R's) such that the time limit to complete the construction of all Dwellings shall adhere to the following completion schedule:

- Dwellings up to 10,000 square feet must be completed in (12) months. Dwellings within this square foot category that fail to complete construction within the allotted (12) months may, upon good cause shown for the delay, be given up to a (60) day notice to complete construction.
- Dwellings 10,000 to 12,000 square feet must be completed in (15) months. Dwellings within this square foot category that fail to complete construction within the allotted (15) months may, upon good cause shown for the delay, be given a (90) day notice to complete construction.

- Dwellings greater than 12,000 square feet must be completed in (18) months. Dwellings within this square foot category that fail to complete construction within the allotted (18) months may, upon good cause shown for the delay, be given a (120) day notice to complete construction.

Failure to comply with Dwellings construction time limits shall be deemed a major violation of the CC & R's; further, any extension of time for good cause shown within which to complete construction shall be in the sole discretion of the Board of Directors.

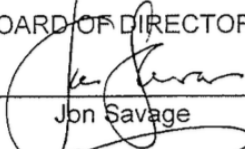
Be it enacted by the Board of Directors of English Turn, the amendment to Article 10.05 of the Covenants, Conditions, and Restrictions (CC&R's) such that the following sentence shall be completely deleted:

"In the event the Architectural Standards Committee fails to approve or disapprove in writing any proposed plans and specifications within (30) days after such plans and specifications shall have been submitted, such plans and specifications will be deemed to have been expressly approved, provided that proposed improvements are in harmony with the scheme of the Development as set forth in this Declaration."

The forgoing rules shall be deemed promulgated pursuant to the Covenants, Conditions and Restrictions dated May 6, 1988, thereof, upon signature of all Directors, and copy hereof shall be furnished to all owners requesting same.

New Orleans, Louisiana, the 27th day of October, 2005.


BOARD OF DIRECTORS:



Jon Savage



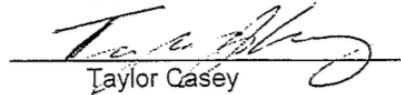
Val Exnieios



Jack Sutton



Colin Brooks



Taylor Casey

Thirty-Third Amendment

THIRTY-THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28. English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995; further amended to include the Fairways at English Turn by

instrument dated September 25, 1996, registered in CIN 128970; further amended on February 25, 1997, registered in CIN 135876; further amended on April 2, 1997 to add Phase 4, Section 5 in CIN 137670; further amended on May 30, 1997 to clarify the Association's responsibility as to the Bulkhead in the Fairways at English Turn in Article V, Section 502(a)(i) in CIN 141115; amended on December 18, 1997 to add Phase 3, Section 2 in CIN 152297; amended on March 16, 1998 to clarify maintenance provisions in CIN 155702; amended on April 27, 1998 to add Villa Sites Phase 3, registered in CIN 158293; amended on September 10, 1998, registered in CIN 165843; to add Phase 6, section 1; amended on January 8, 1999, to add Phase 5, section 6; registered in CIN 172404; amended on September 28, 1999 to add Phase 6 section 2 and private street Pinehurst Drive, registered in CIN 186205; amended on June 5, 2001 to add four lots in Phase 3, Section 3, Lots Numbers 69, 70, 72, 79 and Private Streets registered in CIN 218321; and amended on December 18, 2001 to add Lot 7 Phase 5, section 1 registered in CIN 228817; as amended on April 29, 2002 to add Lots 66 and 74 Phase 3, Section 3 as amended on June 25, 2002 to extend the time for development registered in CIN 238995; as amended on July 30, 2002 to add Lots 71 and 75, Phase 3 Section 3; as amended September 17, 2002, to add 15 lots in Phase 3, Section 3 Lots Numbers 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 68, 73, 76, 77 and 78 and lots in Phase 5, Section 1, and portions of English Turn Drive and Eagle Point Lane (private streets) designated as Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 42, 55, 56, 57, 58 and 59, registered in CIN 244682; as amended on October _____, 2004, to reference pets; and amended on October 29, 2004 to add Lots 7, 8, 9 and 10, English Turn Subdivision, Phase 7, registered in CIN 294819; and as amended on February 18, 2005 to amend Article III, Section 3.01, registered in CIN 302570, and as amended on April 22, 2005, registered in CIN 306264 to include Lot 80, English Turn Subdivision, Phase 3, Section 4.

WHEREAS, under the terms of said Declaration, more particularly paragraphs 12.02 thereof, Declarant reserved the right and option to amend the provisions of the said Declaration from time to time;

WHEREAS, Declarant desires now to submit a portion of additional property described in Exhibit B to the declaration to the forms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered


in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:

1. One certain lot of ground together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn Subdivision Section 7, all in accordance with a plan of resubdivision registered in CIN 300734, Orleans Parish, Louisiana, and according to said plan, the said lot is designated as Lot #15, bounded by Pine Valley Drive, Lot 14, Lot ET 5-2A, and English Turn Drive. The improvements thereon will bear Municipal No. 102 Pine Valley Drive.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 28 day of June, 2005.

DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP

BY: ENGLISH TURN FIDELITY
REALTY, INC.

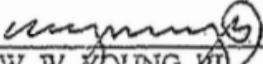

By: Jon B. Savage
Its Vice President

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 18 day of February, 2005.



W. W. YOUNG, III
NOTARY PUBLIC
BAR ROLL NO. 13767

Thirty-Fourth Amendment

THIRTY-FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28. English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995; further amended to include the Fairways at English Turn by

instrument dated September 25, 1996, registered in CIN 128970; further amended on February 25, 1997, registered in CIN 135876; further amended on April 2, 1997 to add Phase 4, Section 5 in CIN 137670; further amended on May 30, 1997 to clarify the Association's responsibility as to the Bulkhead in the Fairways at English Turn in Article V, Section 502(a)(i) in CIN 141115; amended on December 18, 1997 to add Phase 3, Section 2 in CIN 152297; amended on March 16, 1998 to clarify maintenance provisions in CIN 155702; amended on April 27, 1998 to add Villa Sites Phase 3, registered in CIN 158293; amended on September 10, 1998, registered in CIN 165843; to add Phase 6, section 1; amended on January 8, 1999, to add Phase 5, section 6; registered in CIN 172404; amended on September 28, 1999 to add Phase 6 section 2 and private street Pinehurst Drive, registered in CIN 186205; amended on June 5, 2001 to add four lots in Phase 3, Section 3, Lots Numbers 69, 70, 72, 79 and Private Streets registered in CIN 218321; and amended on December 18, 2001 to add Lot 7 Phase 5, section 1 registered in CIN 228817; as amended on April 29, 2002 to add Lots 66 and 74 Phase 3, Section 3 as amended on June 25, 2002 to extend the time for development registered in CIN 238995; as amended on July 30, 2002 to add Lots 71 and 75, Phase 3 Section 3; as amended September 17, 2002, to add 15 lots in Phase 3, Section 3 Lots Numbers 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 68, 73, 76, 77 and 78 and lots in Phase 5, Section 1, and portions of English Turn Drive and Eagle Point Lane (private streets) designated as Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 42, 55, 56, 57, 58 and 59, registered in CIN 244682; as amended on October _____, 2004, to reference pets; and amended on October 29, 2004 to add Lots 7, 8, 9 and 10, English Turn Subdivision, Phase 7, registered in CIN 294819; and as amended on February 18, 2005 to amend Article III, Section 3.01, registered in CIN 302570; as amended on April 22, 2005, registered in CIN 306264 to include Lot 80, English Turn Subdivision, Phase 3, Section 4, and as amended on June 28, 2005, registered to CIN 311663 to include Lot 15, English Turn Subdivision, Section 7.

WHEREAS, under the terms of said Declaration, more particularly paragraphs 12.02 thereof, Declarant reserved the right and option to amend the provisions of the said Declaration from time to time;

WHEREAS, Declarant desires now to submit a portion of additional property described in Exhibit B to the declaration to the forms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants,

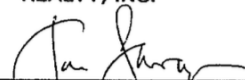
Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:

1. One certain lot of ground together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn Subdivision Phase 6, Section 1, all in accordance with a plan of resubdivision registered in CIN 165573, Orleans Parish, Louisiana, and according to said plan, the said lot is designated as Lot #11, bounded by Pine Valley Drive, Lot 10, Lot P-1-C and Lot 12. The improvements thereon will bear Municipal No. 126 Pine Valley Drive.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 27th day of October, 2005.

DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP

BY: ENGLISH TURN FIDELITY
REALTY, INC.

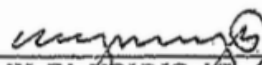

By: Jon B. Savage
Its Vice President

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 27th day of October, 2005.


W. W. YOUNG, III
NOTARY PUBLIC
BAR ROLL NO. 13767

Thirty-Fifth Amendment

THIRTY-FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28. English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995; further amended to include the Fairways at English Turn by

instrument dated September 25, 1996, registered in CIN 128970; further amended on February 25, 1997, registered in CIN 135876; further amended on April 2, 1997 to add Phase 4, Section 5 in CIN 137670; further amended on May 30, 1997 to clarify the Association's responsibility as to the Bulkhead in the Fairways at English Turn in Article V, Section 502(a)(i) in CIN 141115; amended on December 18, 1997 to add Phase 3, Section 2 in CIN 152297; amended on March 16, 1998 to clarify maintenance provisions in CIN 155702; amended on April 27, 1998 to add Villa Sites Phase 3, registered in CIN 158293; amended on September 10, 1998, registered in CIN 165843; to add Phase 6, section 1; amended on January 8, 1999, to add Phase 5, section 6; registered in CIN 172404; amended on September 28, 1999 to add Phase 6 section 2 and private street Pinehurst Drive, registered in CIN 186205; amended on June 5, 2001 to add four lots in Phase 3, Section 3, Lots Numbers 69, 70, 72, 79 and Private Streets registered in CIN 218321; and amended on December 18, 2001 to add Lot 7 Phase 5, section 1 registered in CIN 228817; as amended on April 29, 2002 to add Lots 66 and 74 Phase 3, Section 3 as amended on June 25, 2002 to extend the time for development registered in CIN 238995; as amended on July 30, 2002 to add Lots 71 and 75, Phase 3 Section 3; as amended September 17, 2002, to add 15 lots in Phase 3, Section 3 Lots Numbers 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 68, 73, 76, 77 and 78 and lots in Phase 5, Section 1, and portions of English Turn Drive and Eagle Point Lane (private streets) designated as Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 42, 55, 56, 57, 58 and 59, registered in CIN 244682; as amended on October _____, 2004, to reference pets; and amended on October 29, 2004 to add Lots 7, 8, 9 and 10, English Turn Subdivision, Phase 7, registered in CIN 294819; and as amended on February 18, 2005 to amend Article III, Section 3.01, registered in CIN 302570; as amended on April 22, 2005, registered in CIN 306264 to include Lot 80, English Turn Subdivision, Phase 3, Section 4, and as amended on June 28, 2005, registered to CIN 311663 to include Lot 15, English Turn Subdivision, Section 7, and as amended on October 27, 2005, registered to CIN 315404 to include Lot 11, English Turn Subdivision, Phase 6, Section 1.

WHEREAS, under the terms of said Declaration, more particularly paragraphs 12.02 thereof, Declarant reserved the right and option to amend the provisions of the said Declaration from time to time;

WHEREAS, Declarant desires now to submit a portion of additional property described in Exhibit B to the declaration to the forms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

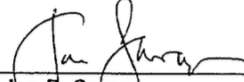
As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:

1. One certain lot of ground together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn Subdivision Phase 3, Section 4, all in accordance with a plan of resubdivision registered in CIN 301304, Orleans Parish, Louisiana, and according to said plan, the said lot is designated as Lot #55, bounded Forest Oaks Drive, Lot 56, Northerly line of Subdivision and Lot 54. The improvements thereon will bear Municipal No. 167 Forest Oaks Drive.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 30th day of November, 2005.

DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP

BY: ENGLISH TURN FIDELITY
REALTY, INC.

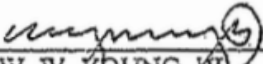

By: Jon B. Savage
Its Vice President

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 30th day of November, 2005.



W. W. YOUNG, III
NOTARY PUBLIC
BAR ROLL NO. 13767

Thirty-Sixth Amendment

THIRTY-SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28. English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995; further amended to include the Fairways at English Turn by

instrument dated September 25, 1996, registered in CIN 128970; further amended on February 25, 1997, registered in CIN 135876; further amended on April 2, 1997 to add Phase 4, Section 5 in CIN 137670; further amended on May 30, 1997 to clarify the Association's responsibility as to the Bulkhead in the Fairways at English Turn in Article V, Section 502(a)(i) in CIN 141115; amended on December 18, 1997 to add Phase 3, Section 2 in CIN 152297; amended on March 16, 1998 to clarify maintenance provisions in CIN 155702; amended on April 27, 1998 to add Villa Sites Phase 3, registered in CIN 158293; amended on September 10, 1998, registered in CIN 165843; to add Phase 6, section 1; amended on January 8, 1999, to add Phase 5, section 6; registered in CIN 172404; amended on September 28, 1999 to add Phase 6 section 2 and private street Pinehurst Drive, registered in CIN 186205; amended on June 5, 2001 to add four lots in Phase 3, Section 3, Lots Numbers 69, 70, 72, 79 and Private Streets registered in CIN 218321; and amended on December 18, 2001 to add Lot 7 Phase 5, section 1 registered in CIN 228817; as amended on April 29, 2002 to add Lots 66 and 74 Phase 3, Section 3 as amended on June 25, 2002 to extend the time for development registered in CIN 238995; as amended on July 30, 2002 to add Lots 71 and 75, Phase 3 Section 3; as amended September 17, 2002, to add 15 lots in Phase 3, Section 3 Lots Numbers 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 68, 73, 76, 77 and 78 and lots in Phase 5, Section 1, and portions of English Turn Drive and Eagle Point Lane (private streets) designated as Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 42, 55, 56, 57, 58 and 59, registered in CIN 244682; as amended on October _____, 2004, to reference pets; and amended on October 29, 2004 to add Lots 7, 8, 9 and 10, English Turn Subdivision, Phase 7, registered in CIN 294819; and as amended on February 18, 2005 to amend Article III, Section 3.01, registered in CIN 302570; as amended on April 22, 2005, registered in CIN 306264 to include Lot 80, English Turn Subdivision, Phase 3, Section 4, and as amended on June 28, 2005, registered to CIN 311663; further amended to include Lot 11, Phase 7, Section 1, by instrument dated October 27, 2005, recorded as Instrument Number 315404; further amended to include Lot 55, Phase 3, Section 4 by instrument dated November 30, 2005, recorded as Instrument Number 316192.

WHEREAS, under the terms of said Declaration, more particularly paragraphs 12.02 thereof, Declarant reserved the right and option to amend the provisions of the said Declaration from time to time;

WHEREAS, Declarant desires now to submit a portion of additional property described in Exhibit B to the declaration to the forms and provisions of the Declaration;

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101–136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:

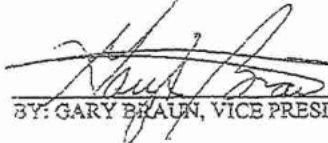
1. Those certain lots of ground together with all buildings and improvements thereon, and all rights, ways, privileges, servitude, appurtenances, and advantages thereunto belonging, or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn Subdivision Phase 7, Section 1, all in accordance with a plan of resubdivision prepared by Krebs, LaSalle, LeMieux Consultants, Inc., dated May 1998, revised June 16, 1998 and lastly revised August 10, 1998, is registered in Conveyance Instrument No. 165573, Orleans Parish, LA and according to said plan, the said lots are designated and described as follows: Lots 1A, 2-A, 3-A, 4A, 6, 12, 13 and 14.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 22nd day of February, 2012.

DECLARANT:

ENGLISH TURN LIMITED PARTNERSHIP

BY: ENGLISH TURN FIDELITY REALTY, INC.

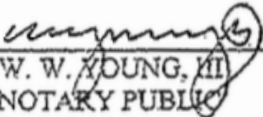

BY: GARY BRAUN, VICE PRESIDENT

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Jon B. Savage, personally known to me to be the Vice President of English Turn Fidelity Realty, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 22nd day of February, 2012.



W. W. YOUNG, III
NOTARY PUBLIC
BAR ROLL NO. 13767

STAMPED COPY *** STAMPED COPY
NA # : 12-07817
INST # : 504715
TYPE : MISCELLANEOUS
AMT : \$60.00
DATE : 2/27/2012 2:49:40 PM
DALE N. ATKINS
CLERK, CIVIL DISTRICT COURT

Edward J. Rantz, Jr.
Frilot L.L.C.
(504) 599-8324

RECEIPT FOR FILING

Dale N. Atkins
Clerk of Court and Ex-Officio Recorder

For Parish of Orleans, State of Louisiana
1340 Poydras Street, Suite 500
New Orleans, LA 70112
Telephone: (504) 568-8577

Filed by: Edward J. Rantz, Jr./Frilot L.L.C.

Notary Public who passed Act: Leslie W. Ehret

Instrument filed: Thirty-Seventh Amendment to Declaration of Covenants, Conditions and
Restrictions for English Turn Subdivision

NOTARIAL ARCHIVES OF ORLEANS PARISH
NA # 2012-37688 DT 10/10/12
TYPE: AMEND COV FEE: \$45.00 PG: 4



Registered in Conveyance Division (504)592-9170

Recorded in Mortgage Division (504)592-9176

Instrument # _____

Instrument # _____

Book _____, **Folio** _____

Book _____, **Folio** _____

New Orleans, Louisiana

New Orleans, Louisiana

Date: _____

Date: _____

Thirty-Seventh Amendment

THIRTY-SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28. English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995; further amended to include the Fairways at English Turn by

instrument dated September 25, 1996, registered in CIN 128970; further amended on February 25, 1997, registered in CIN 135876; further amended on April 2, 1997 to add Phase 4, Section 5 in CIN 137670; further amended on May 30, 1997 to clarify the Association's responsibility as to the Bulkhead in the Fairways at English Turn in Article V, Section 502(a)(i) in CIN 141115; amended on December 18, 1997 to add Phase 3, Section 2 in CIN 152297; amended on March 16, 1998 to clarify maintenance provisions in CIN 155702; amended on April 27, 1998 to add Villa Sites Phase 3, registered in CIN 158293; amended on September 10, 1998, registered in CIN 165843; to add Phase 6, section 1; amended on January 8, 1999, to add Phase 5, section 6; registered in CIN 172404; amended on September 28, 1999 to add Phase 6 section 2 and private street Pinehurst Drive, registered in CIN 186205; amended on June 5, 2001 to add four lots in Phase 3, Section 3, Lots Numbers 69, 70, 72, 79 and Private Streets registered in CIN 218321; and amended on December 18, 2001 to add Lot 7 Phase 5, section 1 registered in CIN 228817; as amended on April 29, 2002 to add Lots 66 and 74 Phase 3, Section 3 as amended on June 25, 2002 to extend the time for development registered in CIN 238995; as amended on July 30, 2002 to add Lots 71 and 75, Phase 3 Section 3; as amended September 17, 2002, to add 15 lots in Phase 3, Section 3 Lots Numbers 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 68, 73, 76, 77 and 78 and lots in Phase 5, Section 1, and portions of English Turn Drive and Eagle Point Lane (private streets) designated as Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 42, 55, 56, 57, 58 and 59, registered in CIN 244682; as amended on October _____, 2004, to reference pets; and amended on October 29, 2004 to add Lots 7, 8, 9 and 10, English Turn Subdivision, Phase 7, registered in CIN 294819; and as amended on February 18, 2005 to amend Article III, Section 3.01, registered in CIN 302570; as amended on April 22, 2005, registered in CIN 306264 to include Lot 80, English Turn Subdivision, Phase 3, Section 4, and as amended on June 28, 2005, registered to CIN 311663; further amended to include Lot 11, Phase 7, Section 1, by instrument dated October 27, 2005, recorded as Instrument Number 315404; further amended to include Lot 55, Phase 3, Section 4 by instrument dated November 30, 2005, recorded as Instrument Number 316192.

[TEXT MISSING]

...of Directors of English Turn Property Owner's Association, Inc. (the "Association") and any officer or officers of the Association until such time as Declarant surrenders the authority to appoint and remove directors and officers of the Association by an express amendment to the Declaration executed and recorded by Declarant.

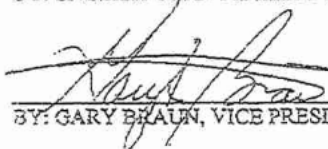
NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. APPOINTMENT OF OFFICERS AND DIRECTORS

Effective as of October 10, 2012, Declarant expressly surrenders its authority to appoint and remove any member or members of the Association and any officer or officers of the Association.

IN WITNESS WHEREOF, Declarant has executed this Amendment, the 9th day of October, 2012.

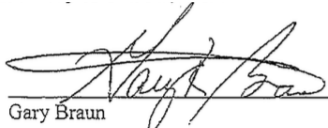
DECLARANT:
ENGLISH TURN LIMITED PARTNERSHIP
BY: ENGLISH TURN FIDELITY REALTY, INC.

BY: GARY BRAUN, VICE PRESIDENT

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Gary Braun, personally known to me to be the Vice President of English Turn Limited Partnership, a Louisiana limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledge that he signed the delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free involuntary act, and as the free and voluntary act and deed of said corporation for the uses and purpose there insert forth.

THUS DONE AND EXECUTED, this 9th day of October, 2012.



Gary Braun



NOTARY PUBLIC

LESLIE W. EHRET
NOTARY PUBLIC
LA BAR No. 18494
Parish of Orleans, State of Louisiana
My commission is for life

English Turn Property Owners' Association, Inc.

Resolutions

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN that on this 30th day of April, 2019, the Board of Directors (hereinafter "the Board") of the English Turn Property Owner's Association, Inc. duly created in accordance with the Declaration of Covenants, Conditions, and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823-A Folios 101-136, Office of the Register of Conveyances for the Parish of Orleans, State of Louisiana, at a meeting duly noticed and called and with a quorum present, upon Motion made, seconded, and by a majority vote, passed the following three (3) resolutions:

WHEREAS, the Board is charged with the collection of assessments and fees from property owners in the subdivision and the Board is further empowered by the Declaration of Covenants, Conditions, and Restrictions, of English Turn Property Owners' Association, Inc. — Article IX ASSESSMENTS including Sections 9.02, 9.07, and 9.08 with the authority to set and assess late charges for delinquent accounts, in order to encourage on-time payments from all property owners; **THEREFORE**

1. **BE IT RESOLVED**, That all accounts of property owners in the English Turn Subdivision, which are or may become delinquent, are hereby subject to the following late charge:

Any Assessments of an Owner or any portions thereof which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in the amount of \$100. Said late charge is not to be considered a deemed to be "interest," but is an administrative fee to offset the costs of maintaining delinquent accounts, continued billing of said unpaid assessments, monitoring unpaid accounts and for contacting owners where deemed appropriate.

AND WHEREAS, the Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision Article IX, Sections 9.02, 9.08 provides in part as follows:

Any assessment of an Owner or any portions thereof which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days after the date when due... shall also commence to accrue simple interest at the maximum rate of eighteen (18%) per cent, per annum, but in no event to exceed the maximum rate authorized by Louisiana law.

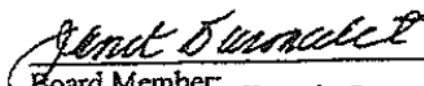
AND WHEREAS, Louisiana Revised Statutes 9:3503 provides that the maximum interest rate allowed is twelve (12) per cent, and in order to clarify and explicitly state the interest rate on delinquent assessments, **THEREFORE**

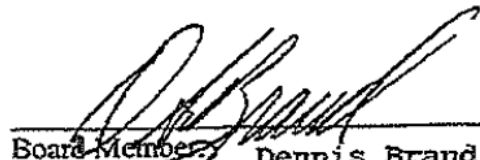
2. **BE IT RESOLVED** That any assessment of any of any owner or any portions thereof which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days after the date when due, shall commence to accrue simple interest at the rate of twelve (12%) per cent per annum.

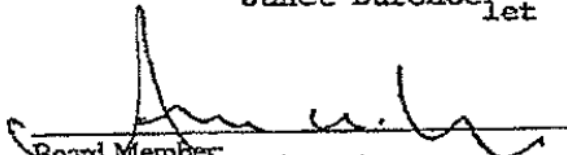
AND WHEREAS, in order to properly notify all owners and prospective owners in English Turn Subdivision of the late charges and interest to charged on delinquent accounts,

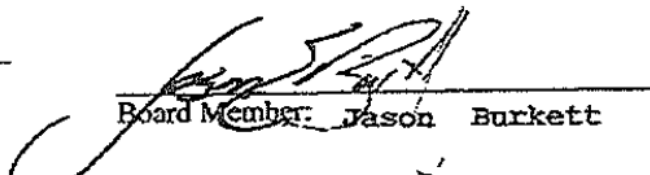
3. **BE IT RESOLVED** That these resolutions shall by Act of Deposit be registered in the Conveyance Records of the Parish of Orleans, and shall reference the recordation of the Declaration of Covenants, Conditions, and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823-A Folios 101-136, Office of the Register of Conveyances for the Parish or Orleans, State of Louisiana.

THUS DONE AND SIGNED at the place and on the date set forth above.


Board Member: Janet Duronce, let


Board Member: Dennis Braud


Board Member: Mike Vira


Board Member: Jason Burkett

Board Member:

Thirty-Seventh Amendment

THIRTY-SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument styled "Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision" dated the 6th day of May, 1988, recorded in the Office of the Register of Conveyances for the Parish of Orleans at COB 823-A, folios 101-136 (the "Declaration"), English Turn Joint Venture ("Declarant"), as owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112, English Turn Subdivision, Phase 1, all inclusive, and Private Streets, all more particularly shown and described in Exhibit A, attached thereto, adopted certain covenants, conditions and restrictions with respect thereto. Said Covenants, Conditions and Restrictions were amended to include certain lots situated in English Turn Subdivision, Phase 2 by instrument dated May 7, 1991, recorded in the Conveyance Office, Parish of Orleans as Instrument No. 35682, COB 860, folio 365; further amended to include certain lots in English Turn Subdivision, Phase 3 by instrument dated February 24, 1992, recorded as Instrument No. 48503 and corrected by instrument dated April 1, 1992, recorded as Instrument No. 49926; further amended to include certain lots in English Turn Subdivision, Phase 4, by instrument dated March 18, 1993, recorded in Instrument No. 66389; further amended to include certain lots in English Turn designated as Lots 26 through 45 and Lot 53 and Parcel A on a plan of Resubdivision for English Turn Villa Sites, Phase 1 and certain lots designated as Lots 1 through 11 in Section 32 on a plan of Resubdivision of Parcel C, English Turn Phase 4, Section 1 and Section 32, Township 14S, R25E, Lower Coast Algiers into Lots 1 through 11, English Turn Manors by instrument dated October 28, 1993, recorded as Instrument Number 79158; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 1 by instrument dated January 6, 1994, recorded as Instrument No. 81068; further amended to include certain lots situated in English Turn Subdivision, Phase 4, Section 2, by instrument dated April 6, 1994; filed in Instrument Number 85358; further amended as to Article VIII, Section 8.01 by instrument dated August 23, 1995 filed in Instrument Number 109788; further amended to include Lots 29, 30, and 31, English Turn Subdivision, Phase 4, Section 1, by instrument dated August 23, 1995, CIN 109930; further amended to include Villa Sites, Phase 2, by instrument dated September 18, 1995, registered in CIN 110966, further amended to include Lots 14 through 28. English Turn Phase 4, Section 3 by instrument dated December 8, 1995, registered in CIN 114995; further amended to include the Fairways at English Turn by

instrument dated September 25, 1996, registered in CIN 128970; further amended on February 25, 1997, registered in CIN 135876; further amended on April 2, 1997 to add Phase 4, Section 5 in CIN 137670; further amended on May 30, 1997 to clarify the Association's responsibility as to the Bulkhead in the Fairways at English Turn in Article V, Section 502(a)(i) in CIN 141115; amended on December 18, 1997 to add Phase 3, Section 2 in CIN 152297; amended on March 16, 1998 to clarify maintenance provisions in CIN 155702; amended on April 27, 1998 to add Villa Sites Phase 3, registered in CIN 158293; amended on September 10, 1998, registered in CIN 165843; to add Phase 6, section 1; amended on January 8, 1999, to add Phase 5, section 6; registered in CIN 172404; amended on September 28, 1999 to add Phase 6 section 2 and private street Pinehurst Drive, registered in CIN 186205; amended on June 5, 2001 to add four lots in Phase 3, Section 3, Lots Numbers 69, 70, 72, 79 and Private Streets registered in CIN 218321; and amended on December 18, 2001 to add Lot 7 Phase 5, section 1 registered in CIN 228817; as amended on April 29, 2002 to add Lots 66 and 74 Phase 3, Section 3 as amended on June 25, 2002 to extend the time for development registered in CIN 238995; as amended on July 30, 2002 to add Lots 71 and 75, Phase 3 Section 3; as amended September 17, 2002, to add 15 lots in Phase 3, Section 3 Lots Numbers 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 68, 73, 76, 77 and 78 and lots in Phase 5, Section 1, and portions of English Turn Drive and Eagle Point Lane (private streets) designated as Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 42, 55, 56, 57, 58 and 59, registered in CIN 244682; as amended on October _____, 2004, to reference pets; and amended on October 29, 2004 to add Lots 7, 8, 9 and 10, English Turn Subdivision, Phase 7, registered in CIN 294819; and as amended on February 18, 2005 to amend Article III, Section 3.01, registered in CIN 302570; as amended on April 22, 2005, registered in CIN 306264 to include Lot 80, English Turn Subdivision, Phase 3, Section 4, and as amended on June 28, 2005, registered to CIN 311663; further amended to include Lot 11, Phase 7, Section 1, by instrument dated October 27, 2005, recorded as Instrument Number 315404; further amended to include Lot 55, Phase 3, Section 4 by instrument dated November 30, 2005, recorded as Instrument Number 316192, further amended to include Lots 1-A, 2-A, 3-A, 4-A, 6, 12, 13 and 14, Phase 7, Section 1, by instrument dated February 22, 2012, recorded as instrument number 506715; further amended where Declarant surrenders authority to appoint or remove offices of the Association, by instrument number _____, dated October 9, 2012.

WHEREAS, under the terms of said Declaration, more particularly paragraphs 12.02 thereof, Declarant reserved the right and option to amend the provisions of the said Declaration from time to time;

WHEREAS, Declarant converted into a limited partnership and changed its name to English Turn Limited Partnership by articles filed with the Louisiana Secretary of State on November 1, 2014;

WHEREAS, the rights of Declarant were transferred to English Turn Lots L.L.C., a Louisiana limited liability company, by Act of Cash Sale dated effective December 11, 2013 at CIN 546155, N.AS./Instrument No. 2013-46700, conveyance records of Orleans Parish, Louisiana.



Chelsey Richard Napoleon
Clerk of Court and Ex-Officio Recorder
Parish of Orleans

DOCUMENT RECORDATION INFORMATION

Instrument Number: 2021-43706

Recording Date: 10/22/2021 11:56:40 AM

Document Type: AMENDMENT

Addtl Titles Doc Types:

Conveyance Instrument Number: 700911

Filed by: ENGLISH TURN POA
13 CLUBHOUSE DRIVE

NEW ORLEANS, LA 70131

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND
SHOULD BE RETAINED WITH ANY COPIES.



Courtney Rice

Courtney Rice, Deputy Clerk
A True and Correct Copy
Chelsey Richard Napoleon, Clerk, Civil District Court

STATE OF LOUISIANA

PARISH OF ORLEANS

ACT OF RATIFICATION OF RESTRICTIVE COVENANTS

BETT KNOWN, that effective as of the 18th day of June, 2021 (the "Effective Date"), but executed as of the date hereinafter stated.

BEFORE ME, the undersigned Notary Public, duly commissioned in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED:

DARREN C. MINOR (SSN: XX-XX-2179) and BRENDA FLINT MINOR (SSN: XX-XXX-4424), both persons of the full age of majority, residents of and domiciled in the Parish of ORLEANS, State of Louisiana, who declared that they are married, and whose mailing address is 11416 CAMPBELL DR NEW ORLEANS LA 70128 (hereinafter sometimes collectively "Appearer");

Who, after being duly sworn by me, Notary, did depose and declare as follows:

Appearer is the owner of record of the following described immovable property which was acquired by Cash Sale from English Turn Lots, LLC, dated June 18, 2021, recorded June 22, 2021, at CIN 695290, records of Orleans Parish, Louisiana (the "Acquisition"), to-wit:

Lot 56, Phase 3, Section 4, English Turn Subdivision, Orleans Parish, Louisiana, as shown on subdivision map recorded at CIN 301304.

(the "Property")

Appearer is desirous of obtaining all of the benefits, but subject to the obligations, accruing to owners of property in English Turn Subdivision arising from that certain Declaration of Covenants, Conditions, and Restrictions for English Turn Subdivision dated May 6, 1988, recorded at C.O.B. 823-A, folio 101, conveyance records of Orleans Parish, Louisiana, as amended by acts including, but not limited to, those recorded at C.O.B. 860, folio 365, CIN 49926, CIN66389, CIN79158, CIN81068, CIN85358, CIN109788, CIN109930, CIN110966, CIN114995, CIN128970, CIN132589, CIN135876, CIN137670, CIN141115, CIN 152297, CIN 155702, CIN 158293, CIN 165843, CIN 172404, CIN 186205, CIN 218321, CIN 228817, CIN 235937, CIN 238995, CIN 242773, CIN 244682, CIN 294818, CIN 294819, CIN 302570, CIN 306264, CIN 311663, CIN 315404, CIN 316192, CIN 506715, CIN 520219, and CIN 696735 (collectively the "Restrictions").

Accordingly, Appearer, as owner of the Property, hereby ratifies, confirms, and approves all of the terms, conditions, and obligations contained in the Restrictions, and declares that the Property shall be subject to and burdened by the Restrictions as of the Effective Date as if made subject thereto by the Declarant named therein for all purposes.

Appearer and the undersigned Notary Public further hereby request and direct the Clerk of Court and Registrar of Conveyances for the Parish of Orleans, State of Louisiana, to make mention of this Act of Ratification of Restrictive Covenants in the margin of her records at CIN 695290,



CIN# : 787482
Chelsey Richard Napoleon
CLERK OF CIVIL DISTRICT COURT
INST #: 2022-1611
DATE: 03/11/2022 03:50:00 PM
TYPE: RPT 3 PG(S)

ACT OF RATIFICATION OF RESTRICTIVE COVENANTS

BE IT KNOWN, that effective as of the 21st day of May, 2021 (the "Effective Date"), but executed as of the date hereinafter stated,

BEFORE ME, the undersigned Notary Public, duly commissioned in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED:

KIBONE HATTIE COCHRAN (SSN: XX-XX-5520), a person of the full age of majority, a resident of and domiciled in the Parish of Orleans, State of Louisiana, who declared that she is single having never been married, and whose mailing address is PO Box 750687 N. O, LA 70175 (hereinafter sometimes "Appearer");

Who, after being duly sworn by me, Notary, did depose and declare as follows:

Appearer is the owner of record of the following described immovable property which was acquired by Cash Sale from English Turn Lots, LLC, dated May 21, 2021, recorded May 24, 2021, at CIN 693675, records of Orleans Parish, Louisiana (the "Acquisition"), to-wit:

Lot 55, Phase 3, Section 4, English Turn Subdivision, Orleans Parish, Louisiana, as shown on subdivision map recorded at CIN 301304.

(the "Property")

Appearer is desirous of obtaining all of the benefits, but subject to the obligations, accruing to owners of property in English Turn Subdivision arising from that certain Declaration of Covenants, Conditions, and Restrictions for English Turn Subdivision dated May 6, 1988, recorded at C.O.B. 823-A, folio 101, conveyance records of Orleans Parish, Louisiana, as amended by acts including, but not limited to, those recorded at C.O.B. 860, folio 365, CIN 49926, CIN66389, CIN79158, CIN81068, CIN85358, CIN109788, CIN109930, CIN110966, CIN114995, CIN128970, CIN132589, CIN135876, CIN137670, CIN141115, CIN 152297, CIN 155702, CIN 158293, CIN 165843, CIN 172404, CIN 186205, CIN 218321, CIN 228817, CIN 235937, CIN 238995, CIN 242773, CIN 244682, CIN 294818, CIN 294819, CIN 302570, CIN 306264, CIN 311663, CIN 315404, CIN 316192, CIN 506715, CIN 520219, and CIN 696735 (collectively the "Restrictions").

Accordingly, Appearer, as owner of the Property, hereby ratifies, confirms, and approves all of the terms, conditions, and obligations contained in the Restrictions, and declares that the Property shall be subject to and burdened by the Restrictions as of the Effective Date as if made subject thereto by the Declarant named therein for all purposes.


Appearer and the undersigned Notary Public further hereby request and direct the Clerk of Court and Registrar of Conveyances for the Parish of Orleans, State of Louisiana, to make mention of this Act of Ratification of Restrictive Covenants in the margin of her records at CIN 693675, for all purposes and to serve as occasion may require.

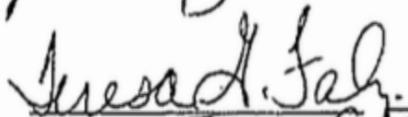
[Signature page follows.]

Chelsey Richard Napoleon
CLERK OF CIVIL DISTRICT COURT
INST #: 2021-43706 10/22/2021 11:56:40 AM
TYPE: AMEND 3 PG(S)
CIN#: 700911

THUS DONE, READ, AND SIGNED at New Orleans, Louisiana, on this 23rd day of August, 2021, before the undersigned Notary Public and competent witnesses, after due reading of the whole.

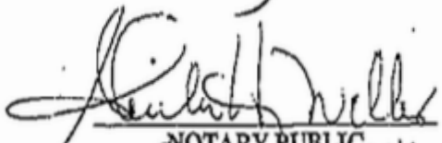
WITNESSES:


Printed Name: Beradette R. Lec


Printed Name: Teresa G. Kahrig

APPEARER:


KIEONE HATTIE COCHRAN


NOTARY PUBLIC
Name: Sheila H. Willis
Notary/Bar Roll No. 56301
My Commission Expires at death

NOTE: The Notary cannot also
be a witness!

1340 Poydras Street, 4th Floor
New Orleans, Louisiana 70112



Land Records Division
Telephone (504) 407-0005

Chelsey Richard Napoleon
Clerk of Court and Ex-Officio Recorder
Parish of Orleans

DOCUMENT RECORDATION INFORMATION

Instrument Number: 2021-31377

Recording Date: 7/16/2021 04:22:21 PM

Document Type: AMENDMENT

Addl Titles Doc Types:

Conveyance Instrument Number: 696735

Filed by: ENGLISH TURN PROPERTY
13 CLUBHOUSE DRIVE

NEW ORLEANS, LA 70131

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND
SHOULD BE RETAINED WITH ANY COPIES.



Karen Williams, Deputy Clerk
A True and Correct Copy
Chelsey Richard Napoleon, Clerk, Civil District Court

NOW THEREFORE, the Declaration is hereby amended as follows, to-wit:

WITNESSETH:

1. PROPERTY

As of the effective date, hereof, the following described property, shall be subject to all of the terms, provisions and stipulations of that certain Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision dated May 6, 1988, registered in COB 823 -A, folios, 101-136, office of the register of Conveyances for the Parish of Orleans, State of Louisiana, as amended:

1. THOSE CERTAIN LOTS AND PARCELS OF GROUND situated in the Fifth District of the City of New Orleans, State of Louisiana, in that part thereof known as English Turn Subdivision, which lots of ground are depicted on the official subdivision and resubdivision maps duly recorded in the conveyance records of Orleans Parish, as follows

- Lot 48, Phase 3, Section 4, as shown on subdivision map recorded at CIN301304
- Lot 49, Phase 3, Section 4, as shown on subdivision map recorded at CIN301304
- Lot 50A, Phase 3, Section 4, as shown on subdivision map recorded at CIN316191
- Lot 51A, Phase 3, Section 4, as shown on subdivision map recorded at CIN316191
- Lot 53A, Phase 3, Section 4, as shown on subdivision map recorded at CIN316191
- Lot 54A, Phase 3, Section 4, as shown on subdivision map recorded at CIN316191
- Lot 85, Phase 3, Section 4, as shown on subdivision map recorded at CIN301304
- Lot 87, Phase 3, Section 4, as shown on subdivision map recorded at CIN301304
- Lot 88, Phase 3, Section 4, as shown on subdivision map recorded at CIN301304
- Lot 89, Phase 3, Section 4, as shown on subdivision map recorded at CIN301304

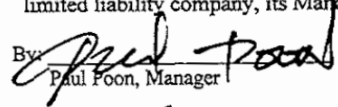
IN WITNESS WHEREOF, Declarant has executed this Amendment, the 15th day of July, 2021.

DECLARANT:

ENGLISH TURN LOTS, L.L.C., a Louisiana
limited liability company

BY: English Turn Partners, L.L.C., a Louisiana
limited liability company, its Manager

BY: RPJ Investments, L.L.C., a Louisiana
limited liability company, its Manager

By: 
Paul Foon, Manager

By: 
Raymond Poon, Manager

PARISH OF ORLEANS
STATE OF LOUISIANA

BEFORE ME, the undersigned authority, personally came and appeared **Paul Poon**, personal known to me to be the Manager of English Partners, L.L.C., a Louisiana limited liability company in its capacity as Manager of English Lots, L.L.C., a Louisiana listed liability company, authorized to do and doing business in the State of Louisiana, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, who appeared before me and acknowledged that he signed and delivered the said instrument pursuant to authority given by the members of said limited liability company, as his free and voluntary act and deed of said company for the use and purposes stated therein.

THUS DONE AND EXECUTED, this 15th day of July, 2021.

Janet D. Brunelle

NOTARY PUBLIC
LA Bar # 14217

PARISH OF ORLEANS
STATE OF LOUISIANA

BEFORE ME, the undersigned authority, personally came and appeared **Raymond Poon**, personal known to me to be the Manager of RPJ Investments, L.L.C., a Louisiana limited liability company in its capacity as Manager of English Lots, L.L.C., a Louisiana listed liability company, authorized to do and doing business in the State of Louisiana, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, who appeared before me and acknowledged that he signed and delivered the said instrument pursuant to authority given by the members of said limited liability company, as his free and voluntary act and deed of said company for the use and purposes stated therein.

THUS DONE AND EXECUTED, this 15th day of July, 2021.

Janet D. Brunelle

NOTARY PUBLIC
LA Bar # 14217