

PATRICK J. BERRIGAN
P. O. BOX 220
SLIDELL, LA 70459

AMENDMENT TO THE SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
CLIPPER ESTATES SUBDIVISION, PHASE I-A

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 9th day of February, 1995, before me, the undersigned Notary Public, duly commissioned and qualified in the Parish and State aforesaid, personally came and appeared, CLIPPER ISLAND, L.L.C., a Limited Liability Company organized and existing under the laws of the State of Louisiana, with its domicile in the Parish of Jefferson, State of Louisiana, whose mailing address is 433 Metairie Road, Suite 608, Metairie, Louisiana, 70005, herein appearing through Stanford Latter, its Managing Partner, by virtue of authority of the company, a copy of which is attached hereto as Exhibit "A", being hereinafter referred to as "Declarant".

WHO DECLARED UNTO ME, NOTARY, AS FOLLOWS:

WHEREAS, Declarant has heretofore executed a Supplementary Declaration of Covenants, Conditions, and Restrictions for Clipper Estates Subdivision, Phase I-A, by act before Judith Otero, Notary Public, dated January 12, 1995 and registered in the Office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, on January 17, 1995 in Instrument No. 935487, (hereinafter referred to as the "Supplementary Declaration").

WHEREAS, Declarant, the owner of more than fifty (50%) percent of the lots subject to the Supplementary Declaration, availing itself of the provisions of Article VII of the Supplementary Declaration, does hereby and by these presents amend portions of these restrictions as follows:

1
DT. REG # 572,636
Inst # 938134
FILED ST. TAMMANY PAR
02/09/1995 3:23:00PM wbo
COB ~~A~~ NOB--- MI---

1. **Section 4.4 A Residence Buildings, which reads before the amendment:**

A. No Lot and/or Unit in the Subdivision shall be used for any purpose other than residential. No building shall be erected, constructed, reconstructed, altered, placed or permitted to remain on any Lot other than one single family dwelling, excepting as hereinafter provided, not exceeding three (3) levels in cross section, and a private garage or carport for not more than three (3) cars and other structurally connected or architecturally related accessory structures. No Owner or other occupant shall use or occupy his Lot and/or Unit, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Owner or his tenant and their families. No Lot and/or Unit shall be used or occupied for any business, commercial, trade or professional purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not.

is hereby amended to read as follows:

A. No Lot and/or Unit in the Subdivision shall be used for any purpose other than residential. No building shall be erected, constructed, reconstructed, altered, placed or permitted to remain on any Lot other than one single family dwelling, excepting as hereinafter provided, not exceeding three (3) levels in cross section, and a private garage or carport for a minimum of two (2) cars and other structurally connected or architecturally related accessory structures. No Owner or other occupant shall use or occupy his Lot and/or Unit, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Owner or his tenant and their families. No Lot and/or Unit shall be used or occupied for any business, commercial, trade or professional purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not.

2. **Section 4.10 B. Exterior Site Lighting, which reads before the amendment:**

B. **Exterior Site Lighting**

Exterior pool and landscape lighting must not infringe upon adjacent neighbors. All accent lighting should utilize low voltage, direct task type fixtures, and should be as close to grade as possible. All exterior lighting must be approved by the ARC prior to installation.

is hereby amended to read as follows:

B. **Exterior Site Lighting**

Exterior pool, dock, pier, or landscape lighting must not infringe upon adjacent neighbors. All accent lighting should utilize low voltage, direct task type fixtures, and should be as close to grade as possible. All exterior lighting must be approved by the ARC prior to installation.

3. **Section 4.25 C. Restrictions for Waterfront Lots, which reads before the amendment:**

4.25 **Restrictions for Waterfront Lots.**

Any Lot which shall abut upon any lake, canal or other waterway (hereinafter collectively referred to as "Waterways") shall be subject to the following additional restrictions:

C. The perimeter fence paralleling the water's edge for waterfront lots shall be set to back thirty-five (35) feet from the bulkhead or water's edge and shall not exceed four (4) feet in height. The side yard fence perpendicular to the water's edge shall be a maximum of six (6) feet in height and a minimum of four (4) feet in height thirty-five (35) feet from the water's edge and shall not exceed four (4) feet in height from that point to the water's edge. Fence designs will step down slopes.

is hereby amended to read as follows:

4.25 Restrictions for Waterfront Lots.

Any Lot which shall abut upon any lake, canal or other waterway (hereinafter collectively referred to as "Waterways") shall be subject to the following additional restrictions:

C. The perimeter fence paralleling the water's edge for waterfront lots shall be set back five (5) feet from the bulkhead or water's edge and shall not exceed four (4) feet in height. The side yard fence perpendicular to the water's edge shall be a minimum of four (4) feet in height thirty-five (35) feet from the water's edge toward the front, and shall not exceed six (6) feet in height from that point to the front building setback line. Fence designs will step down slopes with a four (4) foot minimum height and a six (6) foot maximum height.

4. Section 4.26 A. Swimming Pools, which reads before the amendment:

4.26 Swimming Pools

A. Swimming pools, patios and decks shall be located on the rear portion of the Lot and/or Unit and shall not be visible from any street within the Subdivision. Swimming pools, patios and decks shall not be nearer than thirty-five (35) feet to any rear Lot line or waterways' edge.

is hereby amended to read as follows:

4.26 Swimming Pools

A. Swimming pools, patios and decks shall be located on the rear portion of the Lot and/or Unit and shall not be visible from any street within the Subdivision. Swimming pools, patios and decks shall not be nearer than twenty (20) feet to any rear Lot line or waterways' edge.

5. Section 4.26 C. Swimming Pools, which reads before the amendment:

4.26 Swimming Pools

C. A fence of a design approved by the ARC shall completely enclose any swimming pool.

is hereby amended to read as follows:

4.26 Swimming Pools

C. A fence of a design approved by the ARC, and in compliance with St. Tammany Parish regulations, shall completely enclose any swimming pool.

THUS DONE AND SIGNED, in my office in Slidell, Louisiana, on the day, month and year first above written, in the presence of the undersigned competent witnesses, who have hereunto signed their names, together with said appearer and me, Notary, after due reading of the whole.

WITNESSES:

Lyne D. Buland
Lynda Z. Thouse

APPEARER:
CLIPPER ISLAND, L.L.C.

BY: *[Signature]*
NAME: Stanford Latter
TITLE: Managing Partner

Judith Otero
NOTARY PUBLIC
MY COMMISSION IS FOR LIFE

EXHIBIT "A"

CERTIFICATE OF AUTHORITY

The undersigned hereby states that he is the Managing Partner of Clipper Island, L.L.C. That pursuant to the Articles of Organization of Clipper Island, L.L.C., registered in the Office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana in Instrument No. 908569 on June 3, 1994, the Articles of Amendment to the Articles of Organization of Clipper Island, L.L.C. and the Operating Agreement of Clipper Island, L.L.C., (hereinafter the "Articles"), registered in the Office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana in Instrument No. 927581 on November 2, 1994, Stanford H. Latter was named the Initial Operating Manager. That as the Initial Operating Manager, Stanford H. Latter is authorized to sell, exchange, lease, mortgage, pledge, alienate or encumber any immovable property owned by this limited liability company.

That by virtue of the Articles, Stanford H. Latter, as the representative of the owner of more than fifty (50%) of the lots subject to the Supplementary Declaration of Covenants, Conditions, and Restrictions for Clipper Estates Subdivision, Phase 1-A, is hereby authorized to execute the Amendment to the Supplementary Declaration of Covenants, Conditions, and Restrictions for Clipper Estates Subdivision, Phase 1-A, (" Amendment"), and record the same. Said subdivision is located in Sections 13 & 14, T 9 S, R 14 E, Ward 9, St. Tammany Parish, Louisiana. Stanford H. Latter is authorized, empowered, and granted the authority by the Articles to determine all of the specific terms, stipulations, and conditions of the Amendment. Stanford H. Latter is further authorized to enter into any other collateral agreements which are necessary in order to complete the Amendment. Clipper Island, L.L.C. does hereby bind itself for all of the acts of the Initial Operating Manager concerning the signing of the Amendment.

This Certificate is made this 9th day of February, 1995 in accordance with the provisions of L.S.A.-R.S. 12:1317.



CLIPPER ISLAND, L.L.C.
BY: STANFORD LATTER,
INITIAL OPERATING MANAGER