

ACT CREATING DEED RESTRICTIONS AND COVENANTS

STATE OF LOUISIANA

BY: PARADISE LAND CO., INC.
FOR WESTWOOD ESTATES SUBDIVISION, PHASE I

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 21st day of October, 1992,
BEFORE ME, Martha L. Jumonville, Notary in and for the Parish and State
aforesaid, and in the presence of the undersigned competent witnesses, person-
ally came and appeared:

PARADISE LAND CO., INC., a corporation organized under the laws of the
State of Louisiana, domiciled in and doing business in St. Tammany Parish,
herein represented by its President, E. J. Dazet, by resolution of the
Board of Directors previously filed with the Clerk of Court, St. Tammany
Parish, the mailing address of which is declared to be 2020 N. Causeway
Bld., Suite B, Mandeville, LA 70448 (hereinafter referred to as "Developer").

WHICH DEVELOPER DECLARED, that it is the record owner of all lots, being
Lots 67-152 inclusive, of Westwood Estates Subdivision, Phase I, which lots
are described in accordance with the revised and amended final subdivision
plat, being that of Kelly McHugh & Associates, Inc. approved by the proper
parish authorities and duly filed with the Clerk of Court, St. Tammany Parish,
as Map File No. 1092-B. Said lots are described as lots 67-A through and
including 152-A, all lots bearing the suffix "A" to denote the amendments
and revisions.

AND WHICH DEVELOPER DECLARED, that it desires to submit said lots to certain
deed restrictions and covenants in order to provide for the preservation of
values and amenities in the subdivision, and in order to accomplish this end
it is necessary that these deed restrictions be placed of record.

NOW THEREFORE, the Developer hereby declares that all of said lots in
Westwood Estates Subdivision, Phase I, shall be held, conveyed, hypothecated,
encumbered, sold, leased, rented, used, occupied and approved subject to the
covenants, privileges, restrictions and contractual obligations and rights
hereinafter set forth, all of which are declared to be in aid of a plan for
the improvement of the Property. These Deed Restrictions and Covenants shall
be deemed to run with the land and bind the land, and shall inure to the bene-
fit of and be enforceable by the Developer, its successors and assigns, and
any person acquiring or owning an interest in the Property and improvements
or any portion thereof.

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COVENANTS, DEED RESTRICTIONS AND OBLIGATIONS
FOR WESTWOOD ESTATES SUBDIVISION, PHASE I

I. DEFINITIONS

- 1. Association- Shall mean and refer to the Westwood Estates Property Owners Association, a non-profit corporation owned entirely by all of the property owners in the subdivision herein described.
- 2. Board of Directors- Shall be the directors who administer and run the Association, as set out in the Articles of Incorporation thereof.
- 3. Developer- Shall mean Paradise Land Co., Inc., its successors, assigns or transferees.
- 4. Lot- Shall mean each of the subdivided parcels of real property designated for residential construction, being Lots 67-A through 152-A inclusive, as shown on the amended and revised final plat, Map File No. 1092-B.

II. USE OF PROPERTY

- 1. The subdivision was approved for single-family use by the proper parish authorities. The lots shall be subjected to no other use than those allowed under the zoning ordinance of St. Tammany Parish as in effect on the date hereof for property zoned A-4. Each lot shall be used and occupied only for single-family purposes; provided, however, that Developer may use a lot or lots as sales and administration office(s) until all lots are sold.
- 2. All improvements on the lots shall be constructed in accordance with the requirements provided herein below and shall thereafter be maintained by the owner in a clean, safe, attractive condition and in good repair.

III. PROHIBITED ACTIVITIES

- 1. No animals, birds or fowl shall be kept or maintained on any part of the property except for dogs, cats, and domesticated "pet" birds, which may be kept thereon in reasonable numbers as pets for pleasure, but not for any commercial purpose.
- 2. Clothes lines shall not be permitted on any lot.
- 3. No burning of trash and no accumulation or storage of litter, lumber, scrap metal, building materials, new or used, shall be permitted in open areas of any lot, provided however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvement for reasonable periods of time.
- 4. No structure of a temporary character such as a trailer, camper, camp truck, house trailer, mobile home, or other prefabricated trailer, house trailer, or recreational vehicle or other vehicle having once been designed to be moved on wheels, no tents, shacks, barns or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Further, no such trailer, camper, camp truck, junk vehicle, recreational vehicle, motorcycle, boat and/or boat trailer shall be kept on any lot on in the street adjoining any lot in the subdivision. However, this restriction shall not apply to such vehicles, etc. enclosed and kept within an enclosed storage area or carport, but never can the enclosed storage area be located in the front yard or the side yard of a corner lot nearest the side street.
- 5. The removal of trees more than five feet (5.0') outside the building envelope is prohibited unless the said trees are dead, dying or hazardous.
- 6. Garbage and rubbish receptacles shall be in complete conformity with sanitary regulations and shall not be visible from the street except immediately prior to and after scheduled garbage pick up times.
- 7. No outbuilding shall be used for permanent or temporary residence purposes.
- 8. No owner will do or permit to be done any act upon his property which may be, or is, or may become, a nuisance to the other owners or which is unsafe, hazardous or illegal.
- 9. No individual water supply system shall be permitted except for irrigation of vegetation, swimming pools or other non-consumptive use. All other

water shall be supplied by a central water and sewer company servicing all lots in the subdivision.

10. No weeds, underbrush or other unsightly vegetation or objects shall be permitted to grow or remain upon any part of the lots and no trash or junk pile shall be allowed to be placed or to remain anywhere in the subdivision, including on vacant lots.

11. No changes in the elevations of the land, especially those which disrupt the natural or planned drainage of the subdivision are permitted.

12. No antennae (including those for television reception) shall be visible, but must be concealed and installed in attic space or other enclosure. No satellite dishes are allowed.

13. Outdoor speakers, radios, public address systems and the like, whether temporary or permanent, are expressly prohibited. Noise emanating from inside a building shall not be audible outside the building. All other noise which offends, disturbs or constitutes a nuisance is expressly prohibited.

14. There shall be no individual sewerage treatment plants or septic tanks, and no private sewerage treatment service. Such services will be rendered exclusively by a central water and sewer company servicing all lots in the subdivision.

15. No chain link fencing shall be allowed on any lot.

IV. EASEMENT OVER LOTS

Each lot is subject to a drainage servitude to be maintained by the lot owner, five (5.0') feet wide adjacent to the interior side lot line, in favor of all other property in the subdivision, which shall be the swale created by the placement of fill for construction on the various lots, to carry drain water along the parish approved and/or natural drainage plan. Fences cannot interfere with this drainage. The Developer shall have the right to grant reasonable licenses, easements and rights of way for sewer, water, storm drain, telephone, electricity, gas, cable T.V. and other utility lines and for streets or rights of passage over portions of the lots prior to the sale of the lot thereby encumbered to the owner occupant.

V. MEMBERSHIP IN THE WESTWOOD ESTATES SUBDIVISION PROPERTY OWNERS ASSOCIATION

1. Any purchaser in this subdivision takes note and acknowledges by purchasing a lot herein that there shall be established a property owners association incorporated as a non-profit corporation, to be known as the Westwood Estates Property Owners Association, or some similar variance, the membership of which is comprised of all owners of property in the subdivision. It is noted that developer may add surrounding property to the effects of these restrictions or similar restrictions, and at that time developer may also designate that the purchasers of lots in such future phases of this subdivision will become members of this association.

2. One membership, carrying with it one vote, shall be assigned for each lot in the subdivision. The vote of each lot may be further divided among the owners of the lot. A person or entity owning one or more lot is entitled to one vote for each lot owned. Owners of fractional votes shall be able to cast their fractional vote or may assign their vote to other co-owners to vote the lot as an entire vote. In no event shall one lot have more than one vote.

3. The Articles of Incorporation and By Laws of the Association shall provide the rules of conduct of the Association and the implementation of these restrictions. Absolutely no provision of either may ever vary or dilute the right of each lot to cast one vote.

4. The Association shall enforce these restrictions, and may grant variances from the strict application of any of these covenants provided that such a variance will not subvert the purpose and principal hereof, and in cases of undue hardship. Variances granted shall not set a precedent, but shall be considered on a case by case basis. No grant of variance shall in any manner alter the force or effect of the restrictions with regard to other lots.

VI. MEMBERS RIGHT OF ENJOYMENT

This phase of the subdivision has only minimal common property, that being the Greenbelt areas adjacent to the entrance on Dove Park Road, as shown on the amended and revised final plat referenced on page 1 hereof. Each member has

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right to use and enjoy the common areas which are hereby dedicated to the Association and transferred in ownership hereby to the Association, by the signing of these restrictions and the recordation of same in the conveyance records of St. Tammany Parish. This right is appurtenant to and passes with title to every lot subject to the following:

- (a) The Association has the right to borrow money to improve the common areas to promote the enjoyment and welfare of the members, and may mortgage the common property if necessary to accomplish this.
- (b) The rights of use may be suspended and the voting rights may be suspended for any member during such time as any assessments remain unpaid.

VII. ANNUAL ASSESSMENTS AND CARRYING CHARGES

1. Each owner of any lot agrees to pay the Association, in advance, a monthly sum also called "dues" or "assessments", equal to 1/12 of the proportionate share budgeted by the Association or estimated by its Board of Directors, to meet annual expenses properly the responsibility of the association, such as maintenance of the greenbelt areas and implementing and enforcement of the restrictions. This may include taxes on the greenbelt areas, as depicted on the Plat, Map File 1092-B, which is transferred in ownership to the Association hereby. The Association may budget for reserves deemed prudent as well.
2. The Board of Directors of the Association shall determine the assessments at least annually, or more frequently if indicated. The Board may collect the assessments on a quarterly, semi-annual or annual basis rather than monthly should the Board so resolve to do so. Any member may prepay without penalty.
3. The Board should make reasonable efforts to fix the assessments at least 30 days before it is to be due. Written notice of the assessment should be given in writing to the members as soon as practicable thereafter. Failure to fix a new assessment shall automatically continue the last assessment made, until same is altered by the Board.
4. Each lot shall be assessed equally on regular assessments.
5. The Association may also assess special assessments to defray unforeseen expenses as the Board deems appropriate. However, the special assessment(s) must be approved by fifty one (51%) of the members to become effective. Meetings to approve special assessments must specifically state this as the purpose of the meeting, and notices in writing must be sent to all members not less than 10 nor more than 30 days in advance.
6. Should any property owner fail to properly maintain his property or improvements, or violate the restrictions herein, the Association, its employees, agents or contractors may enter the property to correct and alleviate the breach, provided further
 - (a) Such entry shall not be deemed a trespass
 - (b) Prior to entry the Association shall be given written notice by certified mail or personal delivery of the breach and given five (5) days to remedy the breach or situation complained of.
 - (c) If the breach or situation complained of is not corrected by the owner, the Association may do so and assess the property owner the full cost thereof.
 - (d) If the assessment is not paid within 30 days of written notice thereof, then the Association may issue a \$100.00 penalty per month in addition to the assessment until the breach is corrected or the assessment is paid.
7. Owners who have not paid the assessment or installments levied within 15 days of the due date are considered delinquent, and the assessment or installment past due will bear interest/penalties of 12% per annum. The Board may also fix "late charges" in its discretion.
8. The Board of Directors may post a list of delinquent members in a prominent location within the subdivision.

9. Authorized assessments are an obligation of the lot and the owner. If an assessment becomes 15 days past due the association has all-lien rights and collection right provided in accordance with La. R.S. 9:1145, et seq. If suit is filed to collect such assessments, the party cast shall be responsible for all reasonable legal fees and court costs as the court may determine.

10. Upon request, the Association shall furnish to any member or other party at interest such as mortgage lenders or their legal representatives dealing with the subject property, a certificate in writing signed by an officer of the Association, setting forth the status of the lot/owner with regard to assessments made. This shall be presumptive evidence of the truth of its contents. A reasonable fee may be levied for this service to be paid in advance.

11. The default in the payment of any one or more installments of any assessment hereunder, may at the option of the Board, accelerate the entire balance due.

12. Failure to pay such assessments shall be an additional cause for any mortgage lender to declare the mortgage on property herein in default.

VIII. STANDARDS FOR CONSTRUCTION

All construction shall conform to the requirements of the governing authority of the political subdivision with regard to buildings, setback lines, parking requirements, and the like, in addition to those as shown herein or on the amended and revised final plat.

IX. RESUBDIVISION

No lot herein may be subdivided without the approval of the Association and the proper government authorities.

X. NOTICE

The By-Laws of the Association shall provide that notice shall be directed to all property owners of record setting any meeting of the membership, at least 10 days and not more than 30 days in advance, setting forth the time, place and date of the meeting and the matters to be discussed and/or voted upon.

XI. SPECIAL PROVISIONS-CONSTRUCTION

1. Approval of Plans. The owner/builder of the original improvements to be built on any lot, shall submit 2 sets of plans to Paradise Land Co., Inc. at the office of E.J. Dazet, President. One set will be signed as either approved or rejected within a reasonable time period and returned. The other set will be retained. A reasonable fee may be charged for the review process.

2. Approval of Site Plan. The owner/builder of the original improvements to be built on any lot, shall submit a site plan showing building size, set back lines, driveway location, and any other paving, fences or culverts to Paradise Land Co., Inc., at the office of E.J. Dazet, President. The plan shall be to scale. The final recorded subdivision plat provides the culvert invert information and the builder will be responsible for implementing the correct culvert installation. If the owner/builder is found to have not properly implemented the culvert installation as indicated, and fails to correct it within 5 days of notice from Developer or the Association, then Developer or the Association may correct the error and assess the lot owner/builder with the cost thereof.

3. Dwelling Size. No dwelling shall be constructed on any lot having less than 1,700 square feet of living area, exclusive of open porches, garages, and carports. For a structure of more than one (1) story, there will not be less than 1,000 square feet of living area on the ground floor. Each residence will have a two car garage or carport. If a carport is built, it must be entirely located behind the mid-point of the house.

4. Building Location-Culverts-Elevations

(a) The following front, rear and side setback requirements shall apply to all lots in the subdivision:

(1) No building, structure or residence shall be located less than thirty (30') feet from the front property line.

(ii) No residence or main residential structure shall be located less than twenty five (25') feet from the rear property line.

(iii) No residence or main residential structure shall be located less than ten (10') feet from the side property line, except on a corner lot, no structure shall be located less than fifteen (15') feet from the side adjacent to the street.

(iv) An accessory building is one whose use is incidental to that of the main structure but is not used for habitation. Greenhouses, storage buildings, sheds, gazebos and such are accessory buildings. A detached carport or detached garage is an accessory building. Accessory buildings shall not be located any closer to the rear property line than ten (10') feet, or any closer to the side property line or greenbelt than ten (10') feet, nor any closer to a side street on a corner lot, than fifteen (15') feet. Accessory buildings cannot exceed one (1) story in height. The accessory building should be consistent in style, materials and proportion with the primary structure.

(v) All driveways and aprons must be concrete and must connect from the street to the garage or carport. All driveways must have a culvert installed as indicated on the approved final revised plat to insure proper drainage. No driveway can be located any nearer than two (2') feet to the side property line. Each driveway must have two expansion joints, one on either side of the culvert. The only access to any lot is from streets located in the subdivision as shown on the final plat. The location of driveways should not interfere with the traffic flow, and should be placed to assure that the aesthetics of the overall subdivision are preserved.

(vi) Any owner who owns two or more adjacent lots may construct across the common side line subject to other setback requirements. There may never be more than one dwelling on one lot however.

(vii) Construction of any nature except fences is prohibited in utility and drainage easements. Fences are allowed if they do not impede drainage.

(viii) No slab shall be lower than twelve (12") inches above the crown of the street on which the lot faces, and the minimum elevation shall also meet the latest required elevations of FEMA, and the U.S. Army Corps of Engineers.

(ix) All piers on raised houses must be faced with a material which is compatible with the building materials of the residence. Lattice or other suitable material must be used to skirt in the open area between the piers.

5. Fences (or walls) may not be erected, placed or altered nearer to the street than the building set back lines, and may not exceed six (6') feet in height. No barbed wire or chain link fence is allowed on any residential lot. No fence, wall or landscaping which obstructs sight lines at elevations between two (2') feet and six (6') feet above the roadway shall be placed or permitted to remain on any corner lot within the triangle area formed by the street property lines and the line connecting them at points twenty five (25') feet from the intersection of the street lines extended. The same sight lines apply on any lot within twenty (20') feet from the intersection of a street line with the edge of a driveway pavement. No tree or shrub shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

XII. GENERAL PROVISIONS.

1. Term. Each provision of this act shall continue and remain in full force and effect for a period of twenty-five (25) years and thereafter shall be automatically extended for successive periods of ten (10) years each unless within one (1) year prior to the expiration of said twenty-five (25) year period, or any ten (10) year period thereafter as extended, this act is terminated by recorded instrument signed by the owners of not less than fifty one (51%) percent of the lots of record as of the date of the instrument.

2. Amendments. Any provision contained in this act may be amended by the recordation of a written instrument or instruments specifying the amend-

ment, executed by the owners of fifty-one (51%) percent of the owners of the lots of record as of the date of the instrument or instruments. The foregoing not withstanding, during such time as the Developer herein is the owner of at least one lot in this phase or any later phase which the Developer adds to the provisions of these restrictions, Developer has the authority acting alone to amend these restrictions to the extent deemed necessary and advisable for its legitimate business purposes.

3. Effect of Provisions of Act. By filing of these restrictions before the sale of any lot in this subdivision, each provision of this act shall be deemed incorporated into each deed or other instrument by which any right, title or interest in any of the property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instruments.

4. Severability. Invalidity or unenforceability of any provision in the act shall not affect the validity or enforceability of any other provision of any valid and enforceable part of this act.

5. Captions. Captions and headings herein are for convenience only and are not to be considered substantively.

6. No Waiver. Failure to enforce any provision of this act shall not operate as a waiver of any such provision or any other provision of this act.

TRUS DONE AND PASSED, in the presence of me, Notary, and that of the undersigned competent witnesses, after reading the whole, and for the purposes stated herein, this 21st day of October, 1992.

WITNESSES:

[Signature]
[Signature]

PARADISE LAND CO., INC.

BY: *[Signature]*
E. DAZET, PRESIDENT

[Signature]
MARTHA L. JUMONVILLE, NOTARY

FILED FOR RECORD OCTOBER 21, 1992
TRULY RECORDED OCTOBER 21, 1992
Cheryl G. McCain
BY CLERK AND EX OFFICIO RECORDER

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ACT AMENDING THE DEED RESTRICTIONS AND COVENANTS OF WESTWOOD ESTATES SUBDIVISION, PHASE 1, AND ADDING PHASE 2 TO THE EFFECTS THEREOF

STATE OF LOUISIANA PARISH OF ST. TAMMANY

BY: KAREN K. SMITH RIECKE AND PARADISE LAND CO., INC.

BE IT KNOWN, that on this 11th day of March, 1993, BEFORE ME, JULIAN J. RODRIGUE, Notary Public, in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared

PARADISE LAND CO., INC., a corporation organized under the laws of the State of Louisiana, domiciled in and doing business in St. Tammany Parish, Louisiana, herein represented by E. J. Dazet, President, by virtue of a resolution of the Board of Directors previously filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is declared to be 2020 N. Causeway Blvd. Suite B, Mandeville, LA 70448,

AND ALSO

KAREN K. SMITH RIECKE, a person of the full age of majority and a resident of St. Tammany Parish, Louisiana, who declared unto me, Notary, that she has been married but twice, first to John R. Caruso, who is deceased, and second to Edward T. Riecke with whom she lives and resides, her mailing address being #1 Samantha Drive, Covington, LA 70433. The property herein described is the separate property of appearer, she having acquired same as her separate and paraphernal property, and her spouse having joined in the act of acquisition to acknowledge same. Further, said appearer is separate in property from her husband by virtue of court order, duly filed with the Clerk of Court, St. Tammany Parish.

AND WHO DECLARED, that on October 21, 1992, the said Paradise Land Co., Inc., did appear before Martha L. Jumonville and execute an Act Creating Deed Restrictions and Covenants for Westwood Estates Subdivision, Phase I, which said act was thereafter recorded with the Clerk of Court, St. Tammany Parish in COB 1526, folio 773.

AND WHO DECLARED, that in said act, Section V. it was stated that Paradise Land Co., Inc. reserved unto itself the right to add surrounding of adjacent property to the effects of these or similar restrictions, and reserved the right to designate that the purchasers of lots in such future phases of the subdivision should become members of the property owner's association.

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INSTR. # 550627 DT. REG # 437052 FILED ST. TAMMANY PAR 13MAR93 11:15 TBT COB 1543 FOLIO 506 MCB FOLIO

AND WHO DECLARED, that KAREN K. SMITH RIECKE is the owner of record of a portion of ground located in Sections 27 and 34, Township 7 South, Range 11 East, St. Tammany Parish, containing 38.41 acres of ground more or less on which 73 residential lots have been developed, known as Westwood Estates Subdivision, Phase 2. Said property is described in accordance with the plat and survey prepared by Kelly J. McHugh & Associates, Inc., dated December 10, 1992, hereinafter referred to as the "Plat". A full legal description of the property and the location of the said lots being submitted to the restrictions herein, is shown by reference to the final subdivision plat of McHugh as afore-described which plat has been duly filed with the Clerk of Court, St. Tammany Parish, as Map File No. 1110, all of which is incorporated herein by reference. This property is known as the "Property".

AND WHO FURTHER DECLARED, that in the interest of having the adjacent properties submitted to similar restrictions, and in the interest of making the recreational facilities located in Phase 2 of the subdivision, an amenity of the entire subdivision, Phases 1 and 2, and so that hereafter, these deed restrictions shall provide for the preservation of values and amenities in the entire subdivision, both phases, now therefore Karen K. Smith Riecke, with the full consent and authority of the developer of Phase I of the subdivision, Paradise Land Co., Inc. does hereby make these restrictions effective for Phase 2 of the subdivision, so that hereafter, all lots located in Phases 1 and 2 of the subdivision shall be held, conveyed, encumbered, sold, leased, rented, used, occupied and owned subject to the conditions, covenants, privileges, restrictions and contractual obligations and rights as therein set forth, all of which are declared to be in aid of a plan for improvement of the Property. These Deed Restrictions and Covenants shall be deemed to run with the land, and bind the land, and shall inure to the benefit of and be

enforceable by the Developer, being defined as Karen K. Smith Riecke, and Paradise Land Co., Inc., its successors and/or assigns, and any person or entity acquiring or owning an interest in the property and improvements or any portion thereof.

AND NOW INTERVENES, PAMELIA CRAWFORD STRATE, MITCHEL LEDET and EILEEN BOYLE CHATELAIN, owners who have already purchased lots in this said subdivision, as is reflected by the public records of St. Tammany Parish, who after being duly sworn, declared that they do consent to the said restrictions being placed upon the lots owned by them as reflected in the public records, or as hereafter acquired by any of them, they acknowledge that the restrictions and covenants operate to protect the value of the property, and they do hereby place any lot owned by any of them in Westwood Estates, Phase 2, under the restrictions found in COB 1526, folio 403, as amended by this act,

AND NOW intervenes Robert P. Chatelain who appears herein to acknowledge that the property owned by Eileen Boyle Chatelain as set forth above is her separate and paraphernal property and to acknowledge all actions taken by her herein.

AND NOW, by reference to the restrictions now in place for Phase 1 of Westwood Estates Subdivision, all of the provisions thereof are adopted and applied to Phase 2, herein, as originally stated, with the following exceptions:

1. Sections XI., 3 of the restrictions and covenants, with respect to lots in Phase 2, is altered and amended to read as follows:

"3. Dwelling Size. No dwelling shall be constructed on any lot having less than 2,100 square feet of living area, exclusive of open porches, garages, and carports. For a structure of more than one (1) story, there will not be less than 1,100 square feet of living area on the ground floor. Each residence will have a two car garage or carport. If a carport is built, it must be entirely located behind the mid-point of the house."

FURTHER, the restrictions are amended, in accordance with the provisions of Section XII., 2 of the restrictions and

covenants, with respect to all lots, whether in Phase 1 and/or 2 of the subdivision, the restrictions and covenants are amended to make note of the fact that Karen K. Smith Riecke and Paradise Land Co., Inc. are jointly constructing amenities including a club house facility and amenities thereon on the property shown as recreational property on the final plat of Phase 2 of the subdivision, which property, when completed will be transferred to the property owner's association on such terms as agreed by and between the developers and the property owner's association, and it is specifically noted that Section VI of the restrictions, concerning members right of enjoyment, will be extended to include this common area, once transferred to the property owner's association, and from the time the association accepts title to the said recreational property and improvements, the said association shall have the responsibility to maintain the facility, insure same, and the like, and that Section VII, of the restrictions concerning Annual Assessments and Carrying Charges is amended, to provide that assessments may and shall be made to assure the maintenance of, the insurance of, and the payment of taxes on the said recreational property, provided that all lots shall be treated equally under said assessments.

THUS DONE AND PASSED, in the presence of me, Notary, and that of the undersigned competent witnesses, after reading the whole, and for the purposes stated herein, on the date shown in the preamble hereto.

WITNESSES:

Edward J. Daulton

Champer

PARADISE LAND CO., INC.

E. J. DAZET
 E. J. DAZET, PRESIDENT
Karen K. Smith Riecke
 KAREN K. SMITH RIECKE

[Signature]
 NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

BE IT KNOWN, that before me, the undersigned Notary Public, in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared MITCHEL LEDET, EILEEN BOYLE CHATELAIN and ROBERT P. CHATELAIN, persons of the full age of majority and residents of Orelans Parish, Louisiana, and PAMELIA CRAWFORD STRATE, a person of the full age of majority and a resident of the State of Florida, who after being duly sworn, declared that they execute this Act Amending the Deed Restrictions and Covenants of Westwood Estates Subdivision, Phase 1 And Adding Phase 2 To The Effects Thereof, after reading the same and for the purposes stated herein, this 11th day of March, 1993.

WITNESSES:

Constance V. Berry
CONSTANCE V. BERRY

Elizabeth Salter
ELIZABETH SALTER

Mitchel Ledet
MITCHEL LEDET

Eileen Boyle Chatelain
EILEEN BOYLE CHATELAIN

Pamela Crawford Strate
PAMELIA CRAWFORD STRATE

Robert P. Chatelain
ROBERT P. CHATELAIN

JULIAN J. RODRIGUE, JR., NOTARY PUBLIC

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FILED FOR RECORD MARCH 12, 1993
TRULY RECORDED MARCH 12, 1993

Cheryl G. McCain
BY CLERK AND EXOFFICIO RECORDER