



Restrictions For Use of the Property

VIOLATIONS THAT FREQUENTLY OCCUR and LETTERS SENT OUT.

1. Homes in Crestwood are for **Single Family residential purposes only!**
No Commercial/Industrial Business from any house hold. (*ARTICLE IX SEC. 1 LETTER A*)
2. No **LOUD MUSIC** that could offend Homeowners. (*ARTICLE IX SEC. 1 LETTER B*)
3. **PETS:** No Livestock to be held on the property, only domestic animals(Dogs, Cats, and Caged Birds that are registered. (*ARTICLE IX SEC. 1 LETTER C*)
4. **NO Burning of Trash**, or Storage of large amounts of Lumber, Scrap metals, and refuse bulk materials. (*ARTICLE IX SEC. 1 LETTER D*)
5. **Boats on a Trailer, and Recreational Trailers** have to be kept within the building setback lines and enclosed within a 6 Foot high Fence, Wall, or Hedge.
No junk vehicles, or commercial equipment/vehicles. (*ARTICLE IX SEC. 1 LETTER E*)
6. **Trash Cans :** Trash/ Garbage Containers shall NOT be permitted to remain in public view except on days of trash collection. (*ARTICLE IX SEC. 1 LETTER F*)
7. **TREES:** No TREES over 2 ft above the ground shall be removed without written approval from the Crestwood Architectural Control Committee. (*ARTICLE IX SEC. 1 LETTER H*)
8. **DITCHES & Lawn care:** Nothing shall obstruct or retard direction or flow of any drainage channels. The Home owner is responsible for making sure nothing falls into disrepair: lawns, ditches and other landscaped areas. (*ARTICLE IX SEC. 1 LETTER J&L*)
9. **GARAGES:** Every Home in Crestwood shall have an enclosed garage capable of accommodating not less than 1 standard sized automobile. The Garage shall not be modified, remodeled or altered to be included as part of the heated or cooled area of a dwelling , but shall always remain in use as an Automobile garage.
(*ARTICLE IX SEC. 1 LETTER N*)
10. **Motorcycles/Recreational Vehicles (2,3,or4 wheeled) and Discharge of firearms.:**
are NOT permitted for use on any of the common areas. (*ARTICLE IX SEC. 1 LETTER R*)
11. **Driveways:** All driveways connecting to the street must be concrete and have culvert pipe to insure maintenance of driveway material and the proper flow of drainage. Culvert sizes must be in accordance with parish engineering specifications and further approved in advance by the Architectural Control Committee. All driveways and aprons must be concrete and must connect the driveway from the concrete street to the garage. All driveways shall be a minimum of 10 feet in width. Driveways are not to be constructed within 1 foot to the side property line. (*ARTICLE IX SEC. 1 LETTER U*)
12. **Gardens:** The owner shall plant on the lot not less than \$300.00 of landscaping, consisting of flower bedding, shrubbery, plantings and mulch materials.
(*ARTICLE IX SEC. 1 LETTER W*)
13. **Fences:** Fences may be erected and maintained only after approval of the ACC. No front yard fences. No fences shall utilize barbed wire, creosote posts, chain link, or mesh wire fence material. No fence shall be higher than 6 feet. (*ARTICLE IX SEC. 1 LETTER Y*)

DEDICATION OF SERVITUDES,
EASEMENTS AND RESTRICTIVE COVENANTS

UNITED STATES OF AMERICA

STATE OF LOUISIANA

BY: CHOICE PROPERTIES

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 26th day of August, in the year of Our Lord, one thousand nine hundred and ninety-two:

BEFORE ME, A. WAYNE BURAS, a Notary Public, duly commissioned and qualified in and for the state and parish aforesaid, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

CHOICE PROPERTIES, a Louisiana partnership, domiciled in Jefferson Parish, Louisiana, its Partnership Agreement having been filed with the Secretary of State, State of Louisiana, on October 3, 1983, bearing Charter Number 34124956J, and in Miscellaneous Book 92, folio 569 of the records of St. Tammany Parish, herein represented by the Partner signing below, whose permanent mailing address is declared to be 3421 N. Causeway Boulevard, Suite 201, Metairie, Louisiana 70002, hereinafter sometimes referred to as "Developer",

and said Developer does declare as follows:

WHEREAS, the Developer is the record Owner of a parcel of land located in Section 11, Township 7 South, Range 11 East, Greensburg Land District, St. Tammany Parish, Louisiana, more fully described herein; and

WHEREAS, the Developer is developing a residential community on a parcel of property described herein to be known as "CRESTWOOD ESTATES"; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in the community and for the maintenance of lighting facilities, Open Spaces, walkways, parks, recreational facilities, Common Areas and other Community Facilities to be developed as a part of said residential community; and to this end desires to subject the parcel of immovable property described herein and as it may be amended and added to, to the servitudes, privileges and restrictions, hereinafter set forth in this dedication of servitudes, easements and restrictive covenants, and further, in accordance with the map and Plat of survey of NRW & Associates, Inc., Registered Land Surveyor, dated June 15, 1987, revised August 19, 1987, March 31, 1988, July 21, 1988, and July 27, 1992 of record in Clerk's Map File No. 1084-B of the official records of St. Tammany Parish, Louisiana, together with subsequent Plat filings by the Developer, which shall inure to the benefit of The Property described herein and the subsequent Owners thereof; and

WHEREAS, in order for the Developer to insure a uniform plan of development it deems desirable for the efficient operation of the residential community, and for the maintenance of the values, amenities and safeguards provided in the residential community, the Developer desires to create an Association to which shall be delegated and assigned the power and duties of maintaining and administering the Common Areas and other Community Facilities, administering and enforcing the within servitudes, privileges and restrictive covenants and collecting and disbursing the charges and assessments hereinafter created; and

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WHEREAS, the Developer has formed or intends to form the "CRESTWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.", as a nonprofit corporation without capital stock under the Laws of the State of Louisiana for the purpose of carrying out the powers and duties afforded it by the Laws of the State of Louisiana and by the restrictive covenants and dedications contained herein.

NOW, THEREFORE, the Developer hereby declares that the real property described hereinbelow shall be held, conveyed, hypothecated and encumbered, sold, used, occupied and improved subject to the servitudes, privileges and restrictions hereinafter set forth, all of which are declared and agreed to be in aid of a general plan of improvement and development of the parcel of property described hereinbelow and shall be deemed to run with the land and shall be binding upon the Developer, the Developer's successors, assigns and liquidators and shall inure to the benefit of and be enforceable by the Developer, its successors, assigns and liquidators, and further shall be enforceable by the Association or any person acquiring or owning any part or parcel of The Property described hereinbelow.

ARTICLE I

Property

The property subject of this act of dedication of servitudes, easements and restrictive covenants is described as follows, to-wit:

A CERTAIN PARCEL OF LAND located in Section 11, Township 7 South, Range 11 East, St. Helena Meridian, St. Tammany Parish, Louisiana, more particularly described as follows, to-wit:

Commence at the corner common to Sections 10, 11, 14 and 15, Township 7 South, Range 11 East and measure: North 88 degrees 45 minutes 00 seconds East 1039.33 feet, to the POINT OF BEGINNING.

FROM THE POINT OF BEGINNING measure North 00 degrees 00 minutes 05 seconds West 1357.56 feet, thence 127.12 feet along the arc of a curve to the right, said curve having a radius of 400.62 feet, thence 127.12 feet along the arc of a curve to the left, said curve having a radius of 400.62 feet, thence 636.78 feet along the arc of a curve to the left, said curve having a radius of 766.64 feet, thence South 48 degrees 50 minutes 26 seconds East 60 feet, thence South 36 degrees 15 minutes 49 seconds East 60.17 feet, thence 240.13 feet along the arc of a curve to the right, said curve having a radius of 378.37 feet, thence South 00 degrees 05 minutes 52 seconds West 161.87 feet, thence North 61 degrees 20 minutes 17 seconds West 124.75 feet, thence South 36 degrees 16 minutes 54 seconds West 119.31 feet, thence South 00 degrees 05 minutes 52 seconds West 141.59 feet, thence North 89 degrees 54 minutes 08 seconds West 130.00 feet, thence South 00 degrees 05 minutes 52 seconds West 495.83 feet, thence South 42 degrees 27 minutes 41 seconds West 140.99 feet, thence South 77 degrees 17 minutes 57 seconds West 80.97 feet, thence South 32 degrees 11 minutes 46 seconds West 100.07 feet, thence 37.36 feet along the arc of a curve to the right, said curve having a radius of 223.94 feet, thence South 11 degrees 48 minutes 37 seconds West 234.21 feet, thence South 88 degrees 45 minutes 00 seconds West 341.72 feet, to the POINT OF BEGINNING.

This tract contains 21.45 acres, more or less.

ARTICLE II

Definitions

The following words, when used in this act, shall have the following meanings:

A) "Approved Contractor" shall mean a Contractor approved by the Developer or the Architectural Control Committee .

B) "Architectural Control Committee" shall mean the Architectural Control Committee of Crestwood Estates, established in Article VIII of these restrictive covenants.

C) "Association" shall mean and refer to the CRESTWOOD ESTATES HOMEOWNERS ASSOCIATION, INC., and its successors, assigns or liquidators.

D) "Board of Directors" shall mean the Board of Directors of the CRESTWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

E) "Common Areas" shall mean and refer to all servitudes, easements, real property, appurtenances and facilities now or hereafter owned, acquired or otherwise available for use by the Association for the benefit, use and enjoyment of its Members. The use of the Common Areas shall be subject to the control and authority of the Association.

F) "Crestwood Estates" shall mean the subdivision of Crestwood Estates as designated by maps and plats of surveys recorded in the official records of St. Tammany Parish and made subject to these restrictive covenants by amendments, supplements or modifications.

G) "Developer" shall mean and refer to CHOICE PROPERTIES, its successors, assigns or liquidators.

H) "Lot" shall mean an individual parcel or parcels of land designated on the Plat.

I) "Member" shall mean and refer to every person, group of persons, corporation, trust or other entity, or any combination thereof, which holds a membership in the Association and shall be restricted to the Owner or Owners of Lots in The Property.

J) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the title to any Lot or Lots in The Property.

K) "Plat" shall mean and refer to the official subdivision plat or plats of property subject to these restrictive covenants including property added after the date of these covenants.

L) "The Property" shall mean and refer to all or any portion of the real property described in Article I hereinabove and such additions thereto as may be made by the Developer.

M) "Rules and Regulations" shall mean and refer to rules of use and conduct adopted by the Association for conduct and activity while using the Common Areas, and while residing within The Property.

ARTICLE III

Ownership of Common Areas and Creation of Servitudes

Section 1. Transfer Obligation of Developer. Prior to the Developer conveying all of the Lots to third parties, the Developer shall transfer to the Association legal title to all of the areas designated on the Plat as Common Areas or common servitudes.

Section 2. Right of Control. Following the conveyance required in Section 1 of Article III herein, the Common Areas shall be held and maintained subject to the control of the Board of Directors. The Board of Directors has the power and authority to construct active and passive facilities upon the Common Areas, including but not limited to ball fields, tennis facilities, swimming pools, club houses, swings, benches, jogging trails, servitudes, roads, walkways, utility conduits, parks and related facilities. The Board of Directors is authorized and empowered to perform all acts in the furtherance of the above and the full and unlimited utilization of the Common Areas.

ARTICLE IV

Additions by Developer

Section 1. Additions. As long as there are class B Members of the Association, additional property may be annexed to The Property described in Article 1 without the consent of the class A Members of the Association, if any. The scheme of the within servitudes, privileges and restrictions shall not, however, be extended to include such additional property unless and until the same is annexed to the real property described in Article 1.

Section 2. Whenever in this act of dedication, any action is required to be taken by a specified percentage of each class of the "then Members" of the Association, then such action shall be required to be taken separately by the specified percentage of the then outstanding class A Members of the Association and the specified percentage of the then outstanding class B Members of the Association. Whenever in this act of dedication, any action is required to be taken by a specified percentage of "both classes of the then Members" of the Association or by a specified percentage of the "then Members" of the Association, then such action shall be required to be taken by the specified percentage of the then outstanding cumulative membership of the Association.

Section 3. Recordation of Modification. Any annexations made pursuant to this Article, or otherwise, shall be made by recording a supplementary act of dedication, servitudes, privileges and restrictions with the Clerk of Court for St. Tammany Parish, Louisiana, which supplementary act of dedication shall extend the scheme of the within act of dedication to such annexed property. Such supplementary act of dedication may contain such complimentary additions and modifications to the servitudes, privileges and restrictions set forth in this act of dedication as may be necessary to reflect the different character or use, if any, of such annexed property, however, provided that in no event shall such additions or modifications be substantially inconsistent with the provisions of this act of dedication.

ARTICLE V

Homeowners Association

Section 1. For the purpose of controlling, regulating and maintaining the Common Areas for the general use and benefit of all Owners, each and every Owner, by accepting a deed and purchasing a Lot or entering into a contract with regard to any Lot in Crestwood Estates does agree to and binds himself to be a Member of and be subject to the obligations and duly enacted By-Laws and Rules and Regulations, if any, of the Association. The Association is specifically authorized and empowered to assess individual Owners, and to provide for the collection of said assessments in accordance with LSA R.S. 9:1145 et seq.

Section 2. Membership. The Association shall have two classes of voting membership:

a. Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination

thereof, who is a record Owner of a fee interest in any Lot which is or becomes subject to this act of dedication shall be a class A Member of the Association. Each class A Member of the Association shall be entitled to one (1) vote for each Lot owned by any such firm, person, corporation, trust or other legal entity. However, there shall be only one (1) vote for each Lot to which class A membership is appurtenant, and the vote shall be cast in accordance with the by-laws of the Association.

b. There shall be six hundred (600) class B memberships, all of which shall be issued to the Developer or its nominee or nominees. The class B Members shall be entitled to one (1) vote for each class B membership so held, however, each class B membership shall lapse and become a nullity upon the occurrence of any one of the following events:

(i) thirty (30) days following the date upon which the total authorized issued and outstanding class A memberships equal five hundred fifty (550); or

(ii) on January 1, 2020; or

(iii) upon surrender of said class B memberships by the then holders thereof for cancellation on the books of the Association.

Upon the lapse and/or surrender of all the class B memberships, as provided for in this Article, the Developer shall continue to be a class A Member of the Association as to each and every Lot in which the Developer holds the interest otherwise required for such class A membership.

ARTICLE VI

Rights Under Homeowners Association

Section 1. Members' Right of Enjoyment. Subject to the provisions of this act of dedication, the articles of incorporation, by-laws of the CRESTWOOD ESTATES HOMEOWNERS ASSOCIATION, INC. and Rules and Regulations established by the Association for the community, from time to time, and as amended every Member shall have the right of use and enjoyment in and to the Common Areas and such right, use and enjoyment shall be appurtenant to and shall pass with the title to every Lot subject to the following:

A) The right of the Association in accordance with its articles of incorporation, by-laws and Rules and Regulations, to borrow money for the purpose of improving the Common Areas in a manner designed to promote the enjoyment and welfare of the Members and in aid thereof to pledge, mortgage and hypothecate the Common Areas, to sell, dedicate, exchange, transfer, convey, assign and deliver the Common Areas; and

B) The right of the Association, with the consent of the Owners of fifty-one percent (51%) of the Lots, to levy reasonable assessments, (other than the assessments outlined in Article VII) admission fees or other fees for the use of any of the facilities situated upon the Common Areas by the Members of the Association and their guests; and

C) The right of the Association to pass and enforce such other Rules and Regulations for the use of the Common Areas, including the right to enforce various sanctions against the Owners of Lots in Crestwood Estates including, but not limited to, the right of suspension, fines and penalties, and assessments of the costs of non-compliance of an Owner, to an individual Owner not in compliance, or other sanctions which in the discretion of the governing body of the Association deems necessary and proper.

ARTICLE VII

Assessments

Section 1. Annual Assessments. Each person, group of persons, corporation, partnership, trust, or other legal entity, or any combination thereof, who becomes a record Owner of any Lot, whether or not it shall be so expressed in any act of sale, contract to sell or other conveyance shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum herein sometimes referred to as "assessments" equal to one-twelfth (1/12) of the Member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, to meet its annual expenses, all as more fully established and set out in the by-laws of the Association.

Section 2. Non Payment Of Assessment. Any assessment levied pursuant to this act of dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the Member to pay such an assessment shall remain his personal obligation and a suit to recover a money judgment for non payment of any assessment levied pursuant to this act of dedication, or any installment thereof, may be maintained by the Association, along with any other remedies which may be allowed by law.

Any assessment levied pursuant to this act of dedication or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors bear interest at the rate not to exceed twelve percent (12%) per annum and may also, by resolution of the Board of Directors, subject the Member obligated to pay the same to the payment of such penalty or "late charge" as the Board of Directors may fix, and the Association may bring an action at law against the Member personally obligated to pay the same, in which event such interest, penalties, costs and reasonable attorney fees of not less than twenty five percent (25%) of the amount claimed shall be added to the amount of the assessment, however in no event shall the attorney fees be less than \$300.00 in the event a suit is filed.

Any assessment of the Association made shall be subordinate and inferior to any first mortgage duly granted in favor of a lender.

Section 3. Acceleration Of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to this act of dedication and the by-laws of the Association or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 4. Annual Membership Assessment. The maximum annual assessment for each of the Lots to which a class A membership is appurtenant shall not exceed the sum of \$240.00 per annum. The assessments shall begin to accrue upon a Lot purchaser taking title to a Lot from the Developer, provided that in the event the Developer transfers to an Approved Contractor, the assessments shall become due in accordance with Article VII Section 7, herein. At the time of sale by the Approved Contractor to a third party purchaser, the assessment shall be collected in accordance with Article VII Section 7.

Section 5. Developers Assessment. Anything in this act of dedication, or the articles or by-laws of the Association to the contrary, notwithstanding, no Lot held by the Developer shall be subject to any annual or special assessments provided for in this act of dedication, or in the articles or by-laws of the Association until three (3) months following the lapse of all of the class B memberships as provided for in Article V of this act of dedication.

Section 6. Increase In Maximum Assessment.

a) From and after January 1, 1993, the maximum annual assessment for all class A memberships hereinabove provided, may be increased by the Board of Directors of the Association without a vote of the membership, by an amount equal to eight per cent (8%) of the maximum annual assessment for the preceding year.

b) From and after January 1, 1993, the maximum annual assessment for all class A memberships hereinabove provided may be increased above that established in Article VII Section 4, herein, by an affirmative vote of fifty one per cent (51%) of the class A Members. A meeting of the Members shall be duly called for this purpose, written notice of which shall be sent to all of the class A and B Members at least ten (10) days in advance of such meeting, which notice shall set forth the purpose of such meeting.

Section 7. Commencement Of Annual Assessment. The annual assessment for each class A membership shall be due and payable in full at the act of sale of a Lot from the Developer; provided that in the event the Developer transfers a Lot to an Approved Contractor, the assessments shall not become due or begin accruing until the happening of either of the following:

(i) The Lot is sold by the Approved Contractor to a third party purchaser; or

(ii) One (1) year elapses from the date of the act of sale of a Lot from the Developer to the Approved Contractor. At the time of sale by the Approved Contractor to a third party purchaser, the assessment shall be collected in accordance with Article VII. The annual assessment for any Lot shall be payable monthly, quarterly, semi-annually, or annually as determined by the Board of Directors.

ARTICLE VIII

Architectural Control Committee

Section 1. Standards. Except for construction and/or development by the Developer, and except for any improvements to any Lot or to the Common Areas accomplished by the Developer concurrently with said construction and/or development, and except for purposes of proper maintenance and repair, no building, house, accessory building, garage, cabana, storage shed, greenhouse, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon The Property, nor shall any exterior addition to or change or other alteration thereupon be made until the complete plans and specifications, showing location, nature, shape, height, material, color, type of construction and/or any other proposed form of change shall have been submitted and approved in writing as to safety, harmony and external design, color and location in relation to the surrounding structures and topography and conformity with the design concept for Crestwood Estates by the Board of Directors of the Association, or by the Architectural Control Committee appointed by the Board of Directors of the Association. Subject to the limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, walls, aerials, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter in any manner whatsoever the exterior of any improvements constructed upon any Lot or upon any of the Common Areas within the community or to combine or otherwise join two or more dwellings or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwelling, or to make any change or alteration within any dwelling which will alter the structural integrity of the building or otherwise affect The Property, interest or welfare of any other Owner, materially increase the cost of operating or insuring any Common Areas or

impair any servitude, until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change shall have been submitted to and approved in writing as to safety, harmony and external design, color and location in relation to surrounding structures and conformity with the design concept for Crestwood Estates by the Board of Directors of the Association or by the Architectural Control Committee designated by it.

Section 2. Architectural Control Committee - Operation. The Architectural Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors. The Board of Directors may authorize the payment of a reasonable fee to the members of the Architectural Control Committee as compensation for services rendered. The Architectural Control Committee shall serve for the length of time and at the pleasure of the Board of Directors and may be removed and replaced by a majority vote of the Board of Directors. In the event the Board of Directors fails to appoint an Architectural Control Committee, then the Board of Directors of the Association shall constitute the committee. The affirmative vote of a majority of the Members of the Architectural Control Committee shall be required in order to adopt or promulgate any Rule and Regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval of the like pursuant to the authority contained in this Article. These covenants require the signature of two (2) members of the Architectural Control Committee to evidence the approval of any action taken by the Architectural Control Committee.

Section 3. Approvals and Permits. The Architectural Control Committee shall approve or reject any plans and specifications submitted to it for review within seventy-two (72) hours of receipt by the Architectural Control Committee. In the event plans and specifications are rejected, the rejection shall be in writing and include comments relating to the rejection of any plans and specifications. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicants submitting the same.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article shall be commenced within three (3) months following the date upon which the same are approved by the Architectural Control Committee and shall be substantially completed within nine (9) months following the date of commencement, or within such longer period as the Architectural Control Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Architectural Control Committee without the prior consent in writing of the Architectural Control Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance. In the event the construction or alterations are not substantially completed within the nine months period specified hereinabove, the Architectural Control Committee shall have the further right to impose fines, penalties or sanctions for non-completion.

Section 5. Any act, omission or commission in violation of this Article may be enforced or restrained by injunctive relief without the necessity or obligation of the Association to furnish a bond for any injunctive relief. In any successful action by the Association against a Member to enforce the provisions of this Article, the Member shall pay all reasonable attorneys fees.

ARTICLE IX

Restrictions For Use of The Property

Section 1. Prohibited Uses and Nuisances.

The following restrictions shall apply to The Property of Crestwood Estates.

A) The Lots, and each and every one thereof, are for single family residential purposes only, no industrial or commercial uses are allowed. No building or structure shall be used or adapted to business purposes, except for model homes owned by the Developer, or an Approved Contractor who has obtained approval from the Architectural Control Committee for the use of a residence as a model home.

B) No noxious or offensive activity shall be carried on upon any Lot or within any dwelling situated upon The Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Members.

C) The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number shall be and is hereby prohibited on any Lot or within any dwelling situated on The Property, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes, and provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Members. Pets shall be registered, licensed and inoculated as may from time to time be required by law. Any Member of the Association who keeps or maintains any pet upon any portion of the Common Areas shall be deemed to have indemnified and agreed to hold the Association, each of its Members and the Developer free and harmless from any loss, claim or liability of any kind or character whatsoever arising from reason of the keeping or maintaining of such pet upon the Common Areas. The Board of Directors shall have the right to order any Member of the Association whose pet is a nuisance, to remove such pet from The Property and the Board of Directors shall have the sole and exclusive authority to determine, after notice to such Member and affording such Member an opportunity for a hearing before the Board of Directors, whether or not any pet is a nuisance.

D) No burning of trash (except plant material) and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lots provided however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvements located upon any Lot, and further provided that the burning of trash and other debris from the clearing of any Lot shall be permitted during periods of new construction.

7 E) No structure of a temporary character, and no trailer, house trailer, mobile home, stable, or outdoor clothes dryer, camp truck, modular home, geodesic dome, pre fabricated home, or home designed for movement on wheels, or junk vehicles, commercial vehicles, machinery or equipment, except heating and air conditioning equipment, of any kind or character shall be kept or maintained upon The Property, nor (except in bona fide emergencies)

shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any Lot.

This restriction shall not apply to recreational vehicles, recreational trailers, or boats on a trailer kept within the building setback lines and enclosed within a 6 foot high fence, wall or hedge.

The foregoing restriction shall not prohibit the maintenance of those temporary structures, trailers or the like which are necessary during the construction, remodeling and/or renovation of any improvements on The Property. No temporary structures allowed during construction shall be utilized for dwelling purposes and all such temporary structures used during construction shall be removed from the Lot promptly following the completion of any of such improvements.

F) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers.

G) No Lot shall be used for the purpose of boring, mining, dirt removal, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth, except for mineral activities conducted off the surface of The Property.

H) Except for those trees that must of necessity be removed in order to clear any Lot or portion of a Lot for purposes of the construction of improvements thereon, no sound trees measuring in excess of ten (10) inches in diameter two (2) feet above the ground shall be removed from any Lot without written approval of the Association acting through its Board of Directors or duly appointed committee. The Board of Directors of the Association may from time to time adopt and promulgate such additional Rules and Regulations regarding the preservation of trees and other natural resources and wildlife upon The Property as it may consider appropriate.

I) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional signs or signs as may be maintained by the Developer or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling situated upon The Property. Provided that two temporary real estate signs not exceeding twelve (12) square feet in area may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling.

J) No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any servitude for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

K) No Member shall engage or direct any employee of the Association on any private business of the Member during the hours such employee is employed by the Association; nor shall any Member not authorized by the Board of Directors, direct, supervise or in any manner attempt to assert control over any employee of the Association.

L) No dwelling or other improvements which are located upon The Property shall be permitted to fall into disrepair and all such dwellings and other improvements (including lawn and other landscaped areas) shall be maintained in good condition and repair.

M) All dwellings constructed on any Lot in the subdivision shall contain not less than 1,450 square feet of heated and cooled area and shall further comply with the following minimum square footage requirements.

(i) No single story dwelling shall be constructed on any Lot containing less than 1450 square feet of heated and cooled area.

(ii) Subject to the total minimum square footage requirement set out above, a structure of one and one-half stories (i.e., a structure in which the attic area is utilized and has finished heated and cooled living area) shall contain not less than 800 square feet of heated and cooled area on the first floor and not less than 400 square feet of heated and cooled area on the second floor attic area.

(iii) Subject to the total minimum square footage requirement set out above, a dwelling of two stories or greater shall contain not less than 800 square feet of heated and cooled area on the first floor and not less than 400 square feet of heated and cooled area on the second floor.

page → N) Each dwelling constructed on a Lot shall have an enclosed garage capable of accommodating not less than one (1) standard sized automobile. The square footage contained in the garage shall not be included in the minimum square footage required in Subsection "M" above. The garage shall not be modified, remodeled or altered to be included as part of the heated and cooled area of a dwelling, but shall always remain in use as an automobile garage.

O) The finished floor elevation of each dwelling constructed on a Lot shall be not less than twelve (12") inches above the middle of the street surface adjoining the Lot.

P) All raised houses must have lattice skirting, or other suitable material or landscaping around the entire raised portion of the house in order to prevent a "see through" appearance. Each raised house shall provide not less than 18" clearance for a crawl space under the floor joists and 12" under the sills. The finished first floor elevation shall not exceed five feet (5') from existing grade.

Q) Each dwelling shall have an appraised cost of not less than \$55,000.00 (exclusive of Lot price), which cost is based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to insure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced on the date these covenants are recorded at the minimum cost stated. The plans and specifications shall be submitted to the Architectural Control Committee for review. The decision of the valuation of the proposed dwelling shall be determined by the Architectural Control Committee, and its decision shall be final. The plans and specifications shall be approved or disapproved by the Architectural Control Committee in accordance with these restrictive covenants and the articles and by-laws of the Association recorded along with these restrictions.

revised R) The discharge of firearms, or use or operation of motor bikes, motorcycles, two wheel, three wheel or four wheel motorized recreational vehicles upon the Common Areas is strictly prohibited.

S) Building set back lines and utility servitudes are hereby established in accordance with the Plat.

T) The side and rear setback line restrictions established hereinabove shall not apply to swimming pools, and accessory buildings such as detached garages, cabanas, or greenhouses located sixty feet (60') or more from the front property line, provided that such accessory building shall not be located nearer than five (5') feet to any Lot line.

U) All driveways connecting to the street must be concrete and have culvert pipe to insure maintenance of driveway material and the proper flow of drainage. Culvert sizes must be in

accordance with parish engineering specifications and further approved in advance by the Architectural Control Committee. All driveways and aprons must be concrete and must connect the driveway from the concrete street to the garage. All driveways shall be a minimum of ten feet (10') in width. Driveways shall not be constructed closer than one foot (1') to the side property line.

V) No individual water wells or sewerage treatment systems shall be allowed on any Lot. Each Lot shall utilize the central sewerage and water systems available within the subdivision for all water and sewerage uses.

W) Within thirty (30) days of completion of a dwelling on any Lot, "the designated portion of the Lot" shall be sodded with a lawn grass material. "The designated portion of the Lot" to be sodded shall be from the front of the house to the edge of the concrete street fronting the Lot. Within thirty (30) days of completion of a dwelling on any Lot, the Owner shall plant on the Lot not less than \$300.00 of landscaping, consisting of flower bedding, shrubbery, plantings and mulch materials.

ARTICLE X

Section 1. Duration - Amendment. The permanent servitudes and real rights and interests created herein, including the servitudes, privileges and restrictions of the act of dedication and restrictions herein shall, subject to the provisions herein, run in perpetuity with the land, and shall be binding upon the Owners thereof, their heirs, successors and assigns and shall inure to the benefit of and be enforceable by the Association, or by the Owner of any Lot which is subject to this act of dedication and restrictions, their representative, legal representative, heir, successor and assign, for a period of twenty (20) years from the date of recordation of this act, after which time the said servitudes, privileges and restrictions contained herein shall automatically extend for successive ten (10) year periods each, unless an instrument signed by the then Owners of a majority of the Lots has been recorded agreeing to change said servitudes, privileges and restrictions in whole or in part, except as allowed in Article IV. The terms and provisions of this act of dedication and restrictions, or any of the servitudes, privileges or restrictions herein contained, may be modified in whole or in part, terminated or waived, prior to or subsequent to the expiration of the twenty (20) year period aforesaid, by act of amendment or termination signed by the then Owners of sixty-six and two-thirds percent (66-2/3%) of the Lots in the subdivision, or signed by the Developer, and duly recorded with the Clerk of Court for St. Tammany Parish, Louisiana.

Section 2. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community of Crestwood Estates. Enforcement of these servitudes, privileges and restrictions shall be by any legal proceeding against any person or persons violating or attempting to violate any servitude, privilege or restriction, either to restrain or enjoin violation or to recover damages, or both; and the failure or forbearance by the Association or the Owner of any Lot to enforce any servitude, privilege or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The provisions hereof may be enforced, without limitation, by the Association, by any Owner of any Lot which becomes subject to the provisions hereof.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within servitudes, privileges or restrictions cannot be adequately remedied exclusively by recovery of damages, the remedy of injunctive relief is specifically authorized without the necessity of furnishing a bond.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this act of dedication shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas by any public, state, parish or municipal agency, authority or utility and no public, state, parish or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any said Common Areas.

Section 5. Severability. Invalidation of any one of these servitudes, privileges or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

Section 6. Captions. The captions contained in this act of dedication are for convenience only and are not a part of this act of dedication and are not intended in any way to limit or enlarge the terms and provisions of this act of dedication.

THUS DONE AND PASSED in Covington, St. Tammany Parish, Louisiana, on the day, month and year hereinabove first written, in the presence of Laura Lloyd Stanley and Susan Williams competent witnesses, who hereunto subscribe their names with the said appearer and me, Notary, after due reading of the whole.

WITNESSES:

Susan Williams
SUSAN WILLIAMS
Laura Lloyd Stanley
LAURA LLOYD STANLEY

CHOICE PROPERTIES

By:

Harold Wainer
HAROLD WAINER

By:

Lester Wainer
LESTER WAINER

By:

Bruce Wainer
BRUCE WAINER

A. Wayne Buras
A. WAYNE BURAS
NOTARY PUBLIC

FIFTH AMENDMENT AND MODIFICATION
TO THE DEDICATION OF SERVITUDES,
EASEMENTS AND RESTRICTIVE COVENANTS
OF CRESTWOOD ESTATES,
(ADD PHASE 2-F; AMEND RESTRICTIONS)

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

BY: CHOICE PROPERTIES

BE IT KNOWN, that on this 1st day of September, in the year of
Our Lord, one thousand nine hundred and ninety four;

BEFORE ME, A. WAYNE BURAS, a Notary Public, duly commissioned
and qualified in and for the Parish and State aforesaid, therein
residing, and in the presence of the witnesses hereinafter named
and undersigned:

PERSONALLY CAME AND APPEARED:

CHOICE PROPERTIES, a Louisiana partnership, domiciled in
Jefferson Parish, Louisiana, its Partnership Agreement
having been filed with the Secretary of State, State of
Louisiana, on October 3, 1983, bearing Charter Number
34124956J, and in Miscellaneous Book 92, folio 569 of the
records of St. Tammany Parish, herein represented by the
Partner signing below, whose permanent mailing address is
declared to be 3421 N. Causeway Boulevard, Suite 201,
Metairie, Louisiana 70002

hereinafter referred to a "Developer"

who declared as follows:

1. Addition to Dedication.

Pursuant to Article IV, Additions by Developer, the
undersigned, as Developer of Crestwood Estates does amend the
original restrictive covenants recorded at 1519, folio 804, of the
official records of St. Tammany Parish, as amended and modified
pursuant to recordations in the official records of St. Tammany
Parish, in the following particulars.

Developer does amend Article I, Property, to add additional
property to the Dedication of Servitudes, Easements and Restrictive
Covenants of Crestwood Estates as authorized by Article IV. The
parcels of property to be added comprise all of Phases 2-F of
Crestwood Estates, described as follows, to wit:

PHASE 2-F

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, together with
all the buildings and improvements thereon, all the
rights, ways, means, privileges, servitudes,
prescriptions, appurtenances and advantages thereunto
belonging or in anywise appertaining thereto, situated in
Section 11, Township 7 South, Range 11 East, St. Tammany
Parish, Louisiana, and being more fully described as
follows:

From the Section corner common to Sections 10, 11, 14 and
15, Township 7 South, Range 11 East, St. Tammany Parish,
Louisiana, go North 88 degrees 45 minutes East, 2662.9
feet; thence North 00 degrees 12 minutes East, 222.0 feet
to the Point of Beginning. From the Point of Beginning
go South 88 degrees 45 minutes West 145.02 feet; thence
South 00 Degrees 12 minutes West, 50.00 feet; thence go
along a curve to the right having a radius of 50.00 feet
an arc distance of 137.52 feet; thence go along a curve
to the left having a radius of 25.00 feet an arc distance

of 23.48 feet; thence go along a curve to the right having a radius of 350.00 feet an arc distance of 303.25 feet; thence go along a curve to the right having a radius of 507.57 feet an arc distance of 110.49 feet; thence North 49 degrees 51 minutes 04 seconds East, 68.02 feet; thence go along a curve to the right having a radius of 20.00 feet an arc distance of 24.53 feet; thence North 09 degrees 52 minutes 21 seconds East, 77.94 feet; thence North 60 degrees 12 minutes 22 seconds East, 90.00 feet; thence North 18 degrees 17 minutes 38 seconds West, 122.46 feet; thence North 60 degrees 12 minutes 22 seconds East, 81.73 feet; thence North 18 degrees 47 minutes 53 seconds West, 62.42 feet; thence North 82 degrees 10 minutes 05 seconds East, 204.18 feet; thence South 89 degrees 48 minutes 00 seconds East, 160.00 feet; thence South 00 degrees 12 minutes 00 seconds West, 660.00 feet back to the Point of Beginning.

Said property contains 6.84 acres, more or less and is designated as Crestwood Estates Subdivision, Phase 2-F.

Being the same property described in accordance with the official map and plat of Crestwood Estates Subdivision, Phase 2-F recorded at Clerks Map File No. 1254 in the records of St. Tammany Parish, Louisiana.

2. Restriction Amendment: Culverts; Variances

Pursuant to Article X, Section 1. Duration - Amendment, the undersigned as the Developer of Crestwood Estates Subdivision does further amend Article IX, Section 1 of the restrictive covenants in the following particulars:

By adding a Subsection "X" to Article IX, Section 1, entitled Prohibited Uses and Nuisances, to read as follows:

X) Except for culverts beneath driveway and walkway crossings connecting a paved street in Crestwood Estates to a lot, no culverts or drainage pipes shall be located by an Owner in the ditches and drainage system of Crestwood Estates without the approval of the St. Tammany Parish Department of Engineering and the Association.

By adding a Section 6. to Article VIII, entitled Architectural Control Committee, to read as follows:

Section 6. Variances. The Architectural Control Committee is specifically granted the authority to grant variances with respect to the requirements contained in the provisions of Article IX, Sections 1.H, 1.M, 1.N, 1.O, 1.P, 1.Q, 1.S, 1.T, 1.U, and 1.W.

The approval of the Architectural Control Committee or, in its absence, the Board of Directors of the Association, shall be evidenced by a certificate certifying that a majority of either the Architectural Control Committee or, in its absence, the Board of Directors, has consented to the variance, signed by the secretary of either the Architectural Control Committee or Board of Directors of the Association, as the case may be.

THUS DONE AND PASSED, in my office in Covington, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned witnesses and me, Notary, after reading of the whole.

WITNESSES:

CHOICE PROPERTIES

Autumn M. Bassett

Bruce Wainer
BRUCE WAINER, PARTNER

Laura Lloyd Stasley

A. WAYNE BURAS NOTARY PUBLIC

STATE OF LOUISIANA PARISH OF ST. TAMMANY
LUCY REID RAUSCH
CLERK OF COURT
I certify that this instrument was filed and recorded
Sept 2 1974 at 9:40 A.M.
of the official records.
INST. #
May E. Boster
DEPUTY CLERK

SEVENTH AMENDMENT AND
MODIFICATION TO THE DEDICATION
OF SERVITUDES, EASEMENTS AND
RESTRICTIVE COVENANTS
OF CRESTWOOD ESTATES
(ADD PHASE 3-B; AMEND RESTRICTIONS)

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BY: CHOICE PROPERTIES

BE IT KNOWN, that on this 14th day of December, in the
year of Our Lord, one thousand nine hundred and ninety-five;

BEFORE ME, A. WAYNE BURAS, a Notary Public, duly commissioned
and qualified in and for the Parish and State aforesaid, therein
residing, and in the presence of the witnesses hereinafter named
and undersigned:

PERSONALLY CAME AND APPEARED:

CHOICE PROPERTIES, a Louisiana partnership, domiciled in
Jefferson Parish, Louisiana, its Partnership Agreement
having been filed with the Secretary of State, State of
Louisiana, on October 3, 1983, bearing Charter Number
34124956J, and in Miscellaneous Book 92, folio 569 of the
records of St. Tammany Parish, herein represented by the
Partner signing below, whose permanent mailing address is
declared to be 3421 N. Causeway Boulevard, Suite 201,
Metairie, Louisiana 70002

hereinafter referred to a "Developer"

declared as follows:

Pursuant to Article IV, Additions by Developer, the
undersigned, as Developer of Crestwood Estates does amend the
original restrictive covenants recorded at 1519, folio 804, of the
official records of St. Tammany Parish, as amended and modified
pursuant to recordations in the official records of St. Tammany
Parish, in the following particulars.

Developer does amend Article I, Property, to add additional
property to the Dedication of Servitudes, Easements and Restrictive
Covenants of Crestwood Estates as authorized by Article IV. The
parcels of property to be added comprise all of Phases 3-B of
Crestwood Estates, described as follows, to wit:

A CERTAIN PIECE OR PORTION OF GROUND situated in Section
11, Township 7 South, Range 11 East, St. Tammany Parish,
Louisiana, and being more fully described as follows:

From the section corner common to Sections 10, 11, 14 and
15, Township 7 South, Range 11 East, St. Tammany Parish,
Louisiana, go North 88 degrees 45 minutes East, 2662.90
feet; thence North 00 degrees 12 minutes East, 2028.00
feet to a point located on the Northerly right-of-way
line of Crestwood Drive; thence go along the Northerly
right-of-way line of Crestwood Drive North 89 degrees 48
minutes West, 120.00 feet; thence go along a curve to the
left having a radius of 614.35 feet an arc distance of
525.83 feet (chord-South 65 degrees 40 minutes 29 seconds
West, 509.83 feet); thence South 41 degrees 09 minutes 34
seconds West, 357.06 feet; thence go along a curve to the
right having a radius of 766.64 feet an arc distance of
275.08 feet (chord-South 51 degrees 26 minutes 20 seconds
West, 273.61 feet) all along the Northerly right-of-way

line of Crestwood Drive to a point; thence leaving the Northerly right-of-way line of said drive, go North 28 degrees 16 minutes 55 seconds West, 140.00 feet; thence North 17 degrees 48 minutes West, 143.08 feet; thence North 34 degrees 08 minutes 36 seconds West, 60.08 feet; thence North 31 degrees 37 minutes 34 seconds West, 140.00 feet to the Point of Beginning. From the Point of Beginning, go South 67 degrees 08 minutes 43 seconds West, 116.44 feet; thence North 75 degrees 23 minutes 01 seconds West, 119.45 feet; thence North 28 degrees 34 minutes 05 seconds West, 64.87 feet; thence North 37 degrees 59 minutes 11 seconds West, 91.23 feet; thence North 54 degrees 55 minutes 12 seconds West, 78.58 feet; thence North 69 degrees 53 minutes 22 seconds West, 77.73 feet; thence North 84 degrees 17 minutes 12 seconds West, 72.64 feet; thence South 88 degrees 45 minutes 36 seconds West, 473.24 feet; thence South 64 degrees 48 minutes 19 seconds West, 148.46 feet; thence South 40 degrees 13 minutes 36 seconds West, 17.93 feet; thence North 05 degrees 01 minutes 40 seconds West, 163.74 feet; thence North 22 degrees 21 minutes 08 seconds West, 60.30 feet; thence go along a curve to the right having a radius of 515.00 feet an arc distance of 109.25 feet (chord-North 68 degrees 20 minutes 45 seconds East, 109.05 feet); thence North 00 degrees 06 minutes 35 seconds East, 147.08 feet; thence North 88 degrees 02 minutes 18 seconds East, 376.24 feet; thence North 00 degrees 06 minutes 35 seconds East, 135.77 feet; thence North 89 degrees 45 minutes 35 seconds East, 110.23 feet; thence North 00 degrees 14 minutes 25 seconds West, 200.00 feet; thence North 89 degrees 45 minutes 35 seconds East, 180.00 feet; thence South 00 degrees 14 minutes 25 seconds East, 200.00 feet; thence South 89 degrees 45 minutes 35 seconds East, 49.78 feet; thence South 00 degrees 06 minutes 35 seconds West, 144.86 feet; thence South 70 degrees 24 minutes 55 seconds East, 63.37 feet; thence South 65 degrees 35 minutes 57 seconds East, 107.46 feet; thence South 55 degrees 54 minutes 50 seconds East, 108.65 feet; thence South 46 degrees 34 minutes 24 seconds East, 99.79 feet; thence South 45 degrees 05 minutes 54 seconds East, 93.95 feet; thence South 73 degrees 53 minutes 41 seconds East, 150.40 feet; thence South 48 degrees 50 minutes 26 seconds East, 70.50 feet; thence South 41 degrees 09 minutes 34 seconds West, 133.64 feet; thence South 60 degrees 40 minutes 36 seconds West, 71.68 feet; thence South 67 degrees 08 minutes 43 seconds West, 80.74 feet back to the Point of Beginning.

Said portion of ground contains 12.08 acres more or less.

and

A CERTAIN PIECE OR PORTION OF GROUND situated in Section 11, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, and being more fully described as follows:

From the Section corner common to Sections 10, 11, 14 and 15, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, go North 88 degrees 45 minutes East, 2662.90 feet; thence North 00 degrees 12 minutes East, 2028.00 feet to a point located on the northerly right of way line of Crestwood Drive; thence go along the northerly right of way line of Crestwood Drive, North 89 degrees 48 minutes West, 120.00 feet; thence go along a curve to the left having a radius of 614.35 feet an arc distance of 80.24 feet to the Point of Beginning.

From the Point of Beginning, go along a curve to the left having a radius of 20.00 feet an arc distance of 37.22 feet; thence go along a curve to the right having a

radius of 182.13 feet an arc distance of 76.37 feet; thence go North 00 degrees 06 minutes 13 seconds East, 29.28 feet; thence go South 89 degrees 45 minutes 35 seconds West, 140.00 feet; thence North 14 degrees 47 minutes 47 seconds West, 57.15 feet; thence North 23 degrees 00 minutes 51 seconds East, 37.75 feet; thence North 00 degrees 06 minutes 13 seconds East, 90.00 feet; thence North 89 degrees 45 minutes 35 seconds East 45.00 feet; thence North 00 degrees 06 minutes 13 seconds East, 140.00 feet; thence North 82 degrees 46 minutes 19 seconds East, 100.95 feet; thence South 89 degrees 48 minutes 00 seconds East, 130.06 feet; thence South 00 degrees 06 minutes 13 seconds West, 459.00 feet; thence North 89 degrees 48 minutes 00 seconds West, 120.00 feet; thence go along a curve to the left having a radius of 614.35 feet an arc distance of 80.24 feet back to the Point of Beginning.

Said portion of ground contains 3.0 acres more or less.

Pursuant to Article X, Section 1. Duration - Amendment, the undersigned, as Developer of Crestwood Estates Subdivision does amend the original restrictive covenants recorded at COB 1519, folio 804, as amended, of Crestwood Estates Subdivision in the following particulars:

1. By adding new Section 8 to Article VII entitled Assessments, to read as follows:

Section 8. Assessments Homeowners Assessment for noncompliance with restrictions.

The failure of a Lot Owner to comply with the provisions of Article IX, Restrictions for Use of the Property shall authorize (but not require) the Association to provide the necessary work, labor, materials, and/or maintenance necessary to bring a Lot into compliance with these restrictions and thereafter assess and charge the Lot Owner for the expense incurred by the Association as a result of a Lot Owners noncompliance. The Associations expenses shall be charged as an additional assessment to be paid by the Lot Owner failing to comply with the restrictions for use of the Property. In each instance of noncompliance, the Owners Association shall direct a letter to the Lot Owner at his last known address generally describing the violation of restrictive covenant and setting out the requested corrective action if appropriate. The Owner of the Lot on which a violation of a restrictive covenant exists shall have a period of fifteen days, or such longer time as may be specified by the Association, within which to complete the corrective action. In the event that the Lot Owner fails to complete the corrective action within the time specified, the Association may provide the necessary work, labor, materials, and/or maintenance necessary to bring the Lot into compliance with these restrictions and thereafter assess the Lot Owner with the expenses incurred by the Association as a special assessment to be collected in accordance with the rights and remedies provided in Article VII, Section 2 of these restrictive covenants further in accordance with the bylaws of the Association.

2. By amending Article VIII, Architectural Control Committee, Section 6 as follows:

Section 6. Variances. The Architectural Control Committee is specifically granted the authority to grant variances with respect to the requirements contained in the provisions of Article IX, Sections 1.H, 1.M, 1.N, 1.O, 1.P, 1.Q, 1.S, 1.T, 1.U, 1.W, 1.Y, 1.Z and Article VIII, Section 7.

The approval of the Architectural Control Committee or, in its absence, the Board of Directors of the Association, shall be evidenced by a certificate certifying that a majority of either the Architectural Control Committee or, in its absence, the Board of

Directors, has consented to the variance, signed by the secretary of either the Architectural Control Committee or Board of Directors of the Association, as the case may be.

3. By amending Article IX, Restrictions for Use of Property, Section 1, Subsection H) to add a new additional paragraph to Subsection H) to read as follows:

Any violation of this Section shall require the Lot Owner to replace the trees with a type and size tree approved by the Architectural Control Committee however, the replacement tree shall be not less than 3 inches (3") in diameter at two feet (2') of height above ground level, and the top of the tree when planted shall not be less than ten feet (10') high above ground level.

4. By amending Article IX, Restrictions for Use of the Property, Section 1, Subsection L, to reads as follows:

L) No dwelling or other improvements within the Property shall be permitted to fall into disrepair and all such dwellings and other improvements (including lawn and other landscaped areas) shall be maintained in good condition and repair. A Lot Owner, at his own expense, shall cut and remove any dead or diseased tree from a Lot.

5. By amending Article IX, Restrictions for Use of Property, Section 1, Subsection T) to read as follows:

T) The side and rear setback line restrictions established hereinabove shall not apply to swimming pools and accessory buildings such as detached garages, cabanas, storage sheds or greenhouses located sixty feet (60') or more from the front property line, provided that such accessory buildings and swimming pools shall not be located nearer than five feet (5') to any Lot Line. Any such accessory buildings and swimming pools shall be kept, maintained and enclosed behind a six foot high fence or wall approved by the Architectural Control Committee.

6. By adding a new Subsection X, to Article IX, Section 1, entitled Prohibited Uses and Nuisances, to read as follows:

X) Each main residential dwelling shall be designed and constructed to provide a roof pitch of eight feet (8') of horizontal base for each twelve feet (12') of vertical roof rise. These basic architectural guide lines shall be incorporated into any construction plans and specifications submitted to the Architectural Control Committee for approval.

7. By adding a new Subsection Y, to Article IX, Section 1, entitled Prohibited Uses and Nuisances, to read as follows:

Y) Fences may be erected and maintained only after approval as to location, design and materials by the Architectural Control Committee and shall further comply with the following:

i) No fence shall be erected, placed or altered on any Lot nearer to the street in front of the house than on a line parallel and coterminous with the front of the main dwelling. On a corner Lot (a Lot fronting on two streets) a side yard fence shall be constructed within the side building setback line. There shall be no front yard fences.

ii) No fences shall utilize barbed wire, creosote posts, chain link or mesh wire fence material.

iii) Fences shall not exceed six (6') feet in height.

8. By adding a new Subsection AA, to Article IX, Section 1, entitled Prohibited Uses and Nuisances, to read as follows:

AA) Drainage.

i) No Owner shall in any way interfere with or alter the established drainage pattern of water over his lot or interfere with drainage over and through any drainage servitude on his lot.

ii) With respect to the said established drainage pattern, and as a part thereof, these restrictions hereby establish the following requirements which shall be observed and satisfied by each lot Owner for his lot, to wit:

(a) Each lot shall be graded to drain to the nearest appropriate drainage servitude unless the Architectural Review Committee indicates otherwise.

(b) Each lot Owner shall create and maintain a drainage-way ("swale"), being five feet in width, within the five feet of his lot inside and immediately adjacent to the interior side lot lines of his lot, in order to provide for and to carry drain water from his lot and from the adjoining lot to the nearest appropriate drainage servitude. No fence shall substantially interfere with the drainage flow in this swale area.

iii) Each Owner shall permit reasonable ingress and egress on his lot by the Developer and/or the Association for the purposes of maintenance and preservation of the established drainage pattern, the Drainage Servitude areas and the said swale areas. There shall be no affirmative obligation of the Developer or the Association for any drainage construction or maintenance.

iv) With respect to the drainage of his lot, an Owner shall be required to comply with the grading, elevation and fill requirements of these restrictions and the Architectural Review Committee at the time he shall construct a residence on his lot.

Other than as amended above, the original restrictions as amended shall remain the same.

THUS DONE AND PASSED, in my office in Covington, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned witnesses and me, Notary, after reading of the whole.

WITNESSES:

Laura Lloyd Stanley
Cynthia Warden

CHOICE PROPERTIES

BY:

Bruce Wainer
BRUCE WAINER, PARTNER

A. Wayne Buras
NOTARY PUBLIC