

**FIRST AMENDMENT TO
DEDICATION OF SERVITUDES,
EASEMENTS AND RESTRICTIVE COVENANTS
FOR WESTON GLEN SUBDIVISION -
PHASE 2**

**UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. TAMMANY**

BY: VARUSO HOMES, L.L.C.

BE IT KNOWN, that on this 12th day of May, in the year of Our Lord, two thousand and fourteen;

BEFORE ME, Calvin P. Brasseaux, a Notary Public, duly commissioned and qualified in and for the state and parish aforesaid, there in residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

VARUSO HOMES, L.L.C., a Louisiana limited liability company, duly organized and domiciled in St. Tammany Parish, Louisiana, herein represented by its duly authorized Manager/Member, Randy P. Varuso, by virtue of a Certificate of Authority dated August 28, 2008, recorded as Instrument No. 1697877, hereinafter referred to as "**Varuso Homes**" or the "**Developer**";

its mailing address being: 651 Perrilloux Road
Madisonville, LA 70447

who declared as follows:

WHEREAS, Varuso Homes and Webber Land Development Corp. ("**Webber Land**") entered into that certain Dedication of Servitudes, Easements and Restrictive Covenants for Weston Glen Subdivision Phase 1 – Filing 1 and Filing 2 dated effective August 5, 2010 (the "Original Declaration"), recorded as conveyance instrument number 1779401 of the official records of St. Tammany Parish, Louisiana.

WHEREAS, pursuant to that certain Act of Cash Sale between Varuso Homes and Capital One, National Association December 14, 2012, Varuso Homes acquired all of the right, title and interest of Webber Land in and to the Webber Property, as defined in the Original Declaration, thereby making Varuso Homes the owner of all of the Webber Property and the successor to all rights of Webber Land to approve amendments to the Original Declaration pursuant to Article X, Section A of the Original Declaration.

NOW, THEREFORE, acting pursuant to authority granted in Article IV, Section A and Article X, Section A of the Original Declaration the Developer does hereby amend the Original Declaration, in the following particulars:

1. Developer does amend Article I(A) of the Original Declaration to add additional property to the restrictive covenants as authorized by the Original Declaration. The parcel of property to be added comprises all of the Weston Glen Subdivision, Phase 2, **inclusive of Lots 19-84 as reflected on the Plat**, described as follows, to-wit (the "WG Phase 2 Property"):

ALL THAT CERTAIN PARCEL OF GROUND BEING IN SECTION 45, TOWNSHIP 7 SOUTH-RANGE 10 EAST & SECTION 46, TOWNSHIP 7 SOUTH-RANGE 11 EAST, ST. TAMMANY PARISH, LOUISIANA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER COMMON TO SECTIONS 12, 45 & 46, TOWNSHIP 7 SOUTH-RANGE 10 EAST AND SECTION 46, TOWNSHIP 7 SOUTH-RANGE 11 EAST AND MEASURE NORTH 89 DEGREES 40 MINUTES WEST, A DISTANCE OF 2028.09 FEET; THENCE GO NORTH 2 DEGREES 22 MINUTES 57 SECONDS EAST, A DISTANCE OF 180.81 FEET; THENCE GO NORTH, 1904.79 FEET; THENCE GO NORTH 82 DEGREES 8 MINUTES 20 SECONDS EAST, A DISTANCE OF 1435.89 FEET; THENCE GO NORTH 6 DEGREES 7 MINUTES 2 SECONDS WEST, A DISTANCE OF 80.04 FEET; THENCE GO NORTH 82 DEGREES 8 MINUTES 20 SECONDS EAST, A DISTANCE OF 499.02 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING GO NORTH 82 DEGREES 08 MINUTES 20 SECONDS EAST, A DISTANCE OF 561.73 FEET; THENCE SOUTH 03 DEGREES 21 MINUTES 40 SECONDS EAST, A DISTANCE OF 540.04 FEET;

THENCE NORTH 87 DEGREES 25 MINUTES 12 SECONDS EAST, A DISTANCE OF 222.39 FEET; THENCE GO NORTH 73 DEGREES 15 MINUTES 18 SECONDS EAST 191.84 FEET; THENCE GO SOUTH 19 DEGREES 40 MINUTES 35 SECONDS EAST, A DISTANCE OF 26.65 FEET; THENCE GO NORTH 70 DEGREES 19 MINUTES 25 SECONDS EAST, A DISTANCE OF 170.06 FEET; THENCE GO SOUTH 19 DEGREES 40 MINUTES 35 SECONDS EAST, A DISTANCE OF 490.08 FEET; THENCE GO SOUTH 61 DEGREES 38 MINUTES 20 SECONDS WEST, A DISTANCE OF 0.97 FEET; THENCE GO NORTH 63 DEGREES 50 MINUTES 30 SECONDS WEST, A DISTANCE OF 81.63 FEET; THENCE GO SOUTH 88 DEGREES 14 MINUTES 25 SECONDS WEST, A DISTANCE OF 143.34 FEET; THENCE GO SOUTH 42 DEGREES 29 MINUTES 42 SECONDS WEST, A DISTANCE OF 162.38 FEET; THENCE GO SOUTH 78 DEGREES 58 MINUTES 36 SECONDS WEST, A DISTANCE OF 220.05 FEET; THENCE GO NORTH 84 DEGREES 27 MINUTES 56 SECONDS WEST, A DISTANCE OF 164.74 FEET; THENCE GO SOUTH 39 DEGREES 17 MINUTES 58 SECONDS WEST, A DISTANCE OF 179.74 FEET; THENCE GO NORTH 71 DEGREES 39 MINUTES 57 SECONDS WEST, A DISTANCE OF 73.17 FEET; THENCE GO SOUTH 84 DEGREES 11 MINUTES 10 SECONDS WEST, A DISTANCE OF 195.90 FEET; THENCE GO SOUTH 50 DEGREES 38 MINUTES 24 SECONDS WEST, A DISTANCE OF 45.19 FEET; THENCE GO NORTH 55 DEGREES 29 MINUTES 48 SECONDS WEST, A DISTANCE OF 62.38 FEET; THENCE GO SOUTH 76 DEGREES 54 MINUTES 34 SECONDS WEST, A DISTANCE OF 105.88 FEET; THENCE GO NORTH 46 DEGREES 08 MINUTES 34 SECONDS WEST, A DISTANCE OF 97.65 FEET; THENCE GO NORTH 83 DEGREES 30 MINUTES 34 SECONDS WEST, A DISTANCE OF 199.23 FEET; THENCE GO SOUTH 64 DEGREES 56 MINUTES 22 SECONDS WEST, A DISTANCE OF 128.18 FEET; THENCE GO NORTH 83 DEGREES 28 MINUTES 36 SECONDS WEST, A DISTANCE OF 102.61 FEET; THENCE GO NORTH 03 DEGREES 21

MINUTES 40 SECONDS WEST, A DISTANCE OF 209.08 FEET; THENCE GO NORTH 87 DEGREES 02 MINUTES 31 SECONDS EAST, A DISTANCE OF 129.98 FEET; THENCE GO SOUTH 44 DEGREES 36 MINUTES 33 SECONDS EAST, A DISTANCE OF 42.17 FEET; THENCE GO NORTH 87 DEGREES 16 MINUTES 35 SECONDS EAST, A DISTANCE OF 355.66 FEET; THENCE GO NORTH 73 DEGREES 15 MINUTES 17 SECONDS EAST, A DISTANCE OF 140.73 FEET; THENCE GO NORTH 07 DEGREES 54 MINUTES 13 SECONDS WEST, A DISTANCE OF 126.50 FEET; THENCE GO NORTH 35 DEGREES 25 MINUTES 30 SECONDS WEST, A DISTANCE OF 69.02 FEET; THENCE NORTH 03 DEGREES 21 MINUTES 40 SECONDS WEST, A DISTANCE OF 122.91 FEET; THENCE GO SOUTH 73 DEGREES 15 MINUTES 17 SECONDS WEST, A DISTANCE OF 128.11 FEET; THENCE GO NORTH 10 DEGREES 19 MINUTES 43 SECONDS EAST, A DISTANCE OF 61.80 FEET; THENCE GO NORTH 03 DEGREES 21 MINUTES 40 SECONDS WEST, A DISTANCE OF 476.61 FEET BACK TO THE POINT OF BEGINNING.

All as more fully shown on the Final Plan of Weston Glen Subdivision Phase 2 by Randall W. Brown & Associates, Inc., Survey No. 13899 dated November 8, 2013, recorded as Clerk of Court Map File No. 5227 of the official records of St. Tammany Parish, Louisiana.

2. Developer does amend Article I, Definitions, of the Original Declaration to add new (and replace the prior) subsections J and K to read as follows:

“J. **Plat** - shall mean and refer to (1) the subdivision plat captioned “Weston Glen Subdivision Phase I – Filing 1 Planned Unit Development”, prepared by Dading, Marques & Associates, Inc., dated April 2, 2007, and recorded with the St. Tammany Parish Clerk of Court on April 21, 2008 as Map File No. 4665, thereafter corrected by an Act of Correction recorded on April 28, 2010 as Instrument No. 1765922; (2) the subdivision plat captioned “Weston Glen Subdivision Phase I – Filing 2 Planned Unit Development”, prepared by Dading, Marques & Associates, Inc., dated April 2, 2007, and recorded with the St. Tammany Parish Clerk of Court on April 21, 2008 as Map File No. 4886; (3) the Final Plan of Weston Glen Subdivision Phase 2 by Randall W. Brown & Associates, Inc., Survey No. 13899 dated November 8, 2013, recorded as Clerk of Court Map File No. 5227 of the official records of St. Tammany Parish, Louisiana; and (4) the official subdivision plat or plats of any property, including but not limited to the Webber Property described in Article I.B of the Original Declaration (less and except the Weston Glen Property and the WG Phase 2 Property), that hereinafter becomes subject to these restrictive covenants.”

“K. **The Property and/or The Weston Glen Property** - shall mean and refer to the: (1) all or any portion of the real property described in Article I.A of the Original Declaration; (2) all or any portion of the real property described in Section 1 of this First Amendment; (3) the Webber Property described in Article I.B of the Original Declaration (less and except the Weston Glen Property and the WG Phase 2 Property); and (4) such additions thereto as may be made by Varuso Homes under Article IV of the Original Declaration.”

3. Developer does amend Article VI, Section F, of the Original Declaration, **but only as applied to the WG Phase 2 Property**, as follows:

Section F Increase In Maximum Assessment.

1. From and after June 1, 2014, the maximum annual assessment for all class A memberships hereinabove may be increased by the Board of Directors of the Association without a vote of the membership, by an amount equal to twenty-five percent (25%) of the maximum annual assessment for the preceding year.

2. From and after June 1, 2014, the maximum annual assessment for all class A memberships hereinabove provided may be increased above that established in the preceding section by an affirmative vote of fifty one per cent (51%) of a quorum of the class A members at a duly noticed meeting, subject to the consent and approval of Varuso Homes while it is a class B member. 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 class B members at least ten (10) days in advance of such meeting, which notice shall set forth the purpose of such meeting.

4. Developer does amend Article IX, Sections 10, 18, 19, 20 and 26, of the Original Declaration, **but only as applied to the WG Phase 2 Property**, as follows:

10. No television antenna, satellite dish, radio receiver, or other similar device ("Communication Device") shall be attached to or installed within or on the WG Phase 2 Property. All types of Communication Device (defined above) are strictly prohibited in/on the WG Phase 2 Property, except as allowed and located by the Developer or the Association. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot or dwelling which may unreasonably interfere with the reception of television or radio signals within the Subdivision, provided, however, that the Developer and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Subdivision for the benefit of the Owners.

18. Upon completion of a dwelling on any Lot, the entire Lot shall be sodded with a lawn grass material approved by the Architectural Control Committee. All Lots upon which a dwelling has been constructed shall have planted not less than thirty (30) shrubs no smaller than three (3) gallon size.

19. 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:

(a) There shall be no front yard fences. Without limiting the foregoing, no fence shall be erected, placed or altered on any Lot nearer to the front street than ten (10) feet behind the line parallel to the front corner of the main dwelling, and for a corner Lot, no nearer to any side street than the rear corner of the home or the side street set back requirement applicable to such Lot, whichever is farthest from the side street.

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

(c) No fences shall utilize barbed wire, creosote posts, chain link, cinder block or mesh wire fence material.

(d) No side by side fencing on any property boundary shall be permitted. For corner Lots and Lots adjacent to streets or greenspace areas, no fence board runners or framing will be exposed to a street or greenspace, and fence boards must face the street or greenspace.

(e) Although Lots 19, 20, 83 and 84 are not required to have front or side boundary fences, any such front and side boundary fence must be constructed of black metal approved by the Architectural Control Committee.

20. All dwellings constructed on any Lot in the subdivision shall meet the following minimum square footage and roof pitch requirements:

(a) No dwelling shall be constructed on Lots in the WG Phase 2 Property containing less than 2,000 square feet of heated and cooled area.

(b) Each dwelling must have a minimum of 100 square feet of attached out-side storage area under the main roof.

(c) The exterior material of all homes shall be no less than fifty (50%) percent brick, natural stone or stucco. All exterior wall siding must be wood or concrete fiber board, as no vinyl siding is permitted on exterior walls. Vinyl soffits are permitted.

(d) Chimneys and fireplaces shall be permitted only with the prior written approval of the Architectural Control Committee.

(e) The heated and cooled area of the first floor of any dwelling shall have a ceiling height of not less than 9 feet. Air conditioning compressors must be visually screened from the street and side yard view; and

(f) The main residential structure on each Lot shall have a minimum roof pitch of 7:12, and any porch or accessory building shall have a minimum roof pitch of 4:12.

5. Developer does amend Article IX of the Original Declaration, as applied to all of the Property, to add the following paragraph 33:


33. All solar panel installations must be approved by the Architectural Control Committee prior to the start of any installation work. No solar panels will be allowed on any area of a home facing a street and or side street. Solar panel installations in yards must be concealed behind an enclosed fence.

Except as otherwise expressly set forth above, the Original Declaration shall remain in full force and effect as written.

THUS DONE AND PASSED in Covington, St. Tammany Parish, Louisiana, on the day, month and year herein above first written, in the presence of undersigned competent witnesses, who hereunto subscribe their names with the said Notary, after due reading of the whole.


WITNESSES:

VARUSO HOMES, L.L.C.


Print Name: Colleen M. Scamardo

By: 
RANDY P. VARUSO, Member/Manager


Print Name: ANDREW C. BRASSEAUX



CALVIN P. BRASSEAUX
NOTARY PUBLIC
LA Bar Roll #01728 Notary ID #18851
My Commission is for Life