

FIRST AMENDMENT TO THE SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
CLIPPER ESTATES SUBDIVISION, PHASE 4

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

St. Tammany Parish
Instrmnt #: 1223649
Registry #: 1016093 ECT
12/01/2000 11:20:00 AM
ME CB X MI UCC

BE IT KNOWN, that on this 29th day of Nov, 2000, before me, the undersigned Notary Public, duly commissioned and qualified in the Parish and State aforesaid, personally came and appeared:

CLIPPER DEVELOPMENT, L.L.C., Tax ID No. 72-1340315 a Louisiana Limited Liability Company, organized under the laws of the State of Louisiana by Articles of Organization executed on December 11, 1996, and filed for record on December 16, 1996, in the office of the Secretary of State for the State of Louisiana. The Articles of Organization and Initial Report of said Clipper Development, L.L.C. were filed for record with the office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana in Conveyance Instrument No. 1027725 on December 18, 1996. Clipper Development, L.L.C., represented herein by Stanford H. Latter, its Initial Operating Manager, pursuant to a Certificate of Authority, filed in the office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, this same date; (hereinafter referred to as "**Declarant**");

- AND -

VELA, L.L.C., Federal Tax ID No. 72-1466628, a Louisiana Limited Liability Company, organized under the laws of the State of Louisiana by act executed on June 2, 2000, and filed for record on June 5, 2000, in the office of the Secretary of State for the State of Louisiana. The Articles of Organization and Initial Report of said Vela, L.L.C., were filed for record with the Office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, this date. Vela, L.L.C., is represented herein by TODD M. VILLARRUBIA, MANAGER, pursuant to a Certificate of Authority, filed for record with the Office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, this date; (hereinafter referred to as "**Vela**");

WHO DECLARED UNTO ME, NOTARY, AS FOLLOWS:

WHEREAS, Declarant and Vela have heretofore executed a Supplementary Declaration of Covenants, Conditions, and Restrictions for Clipper Estates Subdivision, Phase 4, by act before Judith Otero, Notary Public, dated June 16, 2000 and registered in the Office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, on June 21,

2000 in Instrument No. 1201502, (hereinafter referred to as the "Supplementary Declaration").

WHEREAS, said Supplementary Declaration applies to certain property purchased by Vela from Declarant in two separate acts of sale, described as 12.70 acres and 18.68 acres located in Section 33, Township 9 South, Range 14 East, St. Tammany Parish, Louisiana, and referred to as Clipper Estates Subdivision, Phase 4. Said Acts of Sale are registered in the office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, in CIN 1201507 and CIN 1201582 respectively.

WHEREAS, a portion of said property (3.56 acres) purchased by Vela, L.L.C., was sold the same day to Michael E. Orlando and Lisa Marchiafava Orlando, Antoinette Orlando Santangelo, and James E. Hassinger, Jr., by virtue of an Act of Cash Sale dated June 16, 2000 and registered in the office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, on June 21, 2000 in CIN 1201520.

WHEREAS, Declarant, Vela, and all of the undersigned owners of the property subject to the Supplementary Declaration, availing themselves of the provisions of Article VII of the Supplementary Declaration, do hereby and by these presents amend portions of these restrictions as follows:

1. Section 4.2 B., which reads before the First Amendment:

B. Construction must be completed as submitted to the Architectural Review Committee and in compliance with the restrictions within one (1) year from the date of the Architectural Review Committee approval letter, unless said construction has been halted by an Act of God or force majeure such as a hurricane, tornado, or flood. Ordinary rainfall delays shall not be an exemption from this provision. If the Owner fails to complete construction within one (1) year from the date of commencement of construction, then the Owner shall forfeit the damage deposit and may be assessed a special assessment by the Board for violating this provision, which assessment, if not paid by the Owner, shall become a lien in accordance with the terms and provisions of the Declaration, enforceable by the Association in accordance with the terms and provisions of the Declaration.

is hereby amended to read as follows:

B. Construction and all requirements of the Architectural Review Committee approval, including the requirements in the plans and specifications approved by the Architectural Review Committee, must be completed as approved by the Architectural Review Committee and in compliance with the restrictions within one (1) year from the date of the Architectural Review Committee approval letter, unless said construction has been halted by an Act of God or force majeure such as a hurricane, tornado, or flood. Ordinary rainfall delays shall not be an exemption from this provision. If the Owner fails to complete construction or fails to comply with the approved plans or the requirements of the restrictions within one (1) year from the date of commencement of construction, then the Owner shall forfeit the compliance deposit, which forfeited deposit automatically is transferred to the general fund of the Association, without any notice to the Owner, to be spent as determined by the Association, and is no longer held on account for the Owner. Further, the Owner shall be assessed a special assessment by the Board for violating this provision, which assessment, if not paid by the Owner, shall become a lien in accordance with

the terms and provisions of the Declaration, enforceable by the Association in accordance with the terms and provisions of the Declaration.

2. Section 4.17, Lot Maintenance, which reads before the First Amendment:

The Owners of all Lots and/or Units shall at all times keep all weeds, grass and shrubbery thereon cut in a sanitary, healthful and attractive manner and shall not allow weeds, grass or underbrush to grow up and remain on their Lots. In the event that the Owners fail to perform this obligation, then the Declarant, or the Board shall have the authority to have the Lots and/or Units properly cut or cleaned and shall be paid a reasonable charge for such services by the Owner of the Lot and/or Unit immediately upon the request therefor. In the event the Owner of the Lot and/or Unit fails to pay this charge, then the charge shall become a special assessment, which assessment, if not paid by the Owner, shall become a lien in accordance with the terms and provisions of the Declaration, enforceable by the Association in accordance with the terms and provisions of the Declaration.

is hereby amended to read as follows:

The Owners of all Lots and/or Units shall at all times keep all weeds, grass and shrubbery thereon cut in a sanitary, healthful and attractive manner and shall not allow weeds, grass or underbrush to grow up and remain on their Lots in excess of one (1') feet in height. In the event that the Owners fail to perform this obligation, then the Declarant, or the Board shall have the authority to have the Lots and/or Units properly cut or cleaned and shall be paid a charge for such services by the Owner of the Lot and/or Unit immediately upon the request therefor. This charge is determined by the Board and can be amended by the Board at any time. In the event the Owner of the Lot and/or Unit fails to pay this charge, then the charge shall become a special assessment, which assessment, if not paid by the Owner, shall become a lien in accordance with the terms and provisions of the Declaration, enforceable by the Association in accordance with the terms and provisions of the Declaration.

3. 4.19 D. and E. Driveways, Sidewalks, Bike, Walking and Jogging Paths, which reads before the First Amendment:

D. Where desired by the Owner, walkways on the Lot going from the street curb to the single-family dwelling shall have a minimum width of four (4') feet and shall be constructed of concrete. The Owner shall at all times maintain and keep said driveways and sidewalks in good condition and repair to the quality and type of the original construction and shall indemnify and hold harmless the Association for any causes of action, damages, claims, liability or monies spent, including attorney's fees, court costs and costs of defense, arising out of or in any way connected with the failure of Owner to maintain the said walkways in good condition and repair as required herein.

E. The Owners of each Lot of Phase 4 shall construct a four (4') foot sidewalk, four (4') foot off the back of curb and parallel to the curb on that portion of the street right of way adjacent to each Lot, of Phase 4 to form a continuous path with the adjoining Lots in the Subdivision. The location of the sidewalk is shown on the Subdivision plan. The sidewalk shall be constructed in accordance with the specifications established by the Architectural Review Committee. Motorized

vehicles shall be prohibited from utilizing the bike and jogging paths.

is hereby amended to read as follows:

D. Where desired by the Owner, walkways on the Lot going from the street curb to the single-family dwelling shall have a minimum width of four (4') feet and shall be constructed of concrete. The Owner shall at all times maintain and keep said driveways and walkways in good condition and repair to the quality and type of the original construction and shall indemnify and hold harmless the Association for any causes of action, damages, claims, liability or monies spent, including attorney's fees, court costs and costs of defense, arising out of or in any way connected with the failure of Owner to maintain the said walkways in good condition and repair as required herein.

Section 4.19 E. is hereby deleted.

Except as amended herein, all other terms and provisions of the Supplementary Declaration of Covenants, Conditions, and Restrictions for Clipper Estates Subdivision, Phase 4 remain in full force and effect.

**SIGNATURE ADDENDUM TO THE FIRST AMENDMENT
TO THE SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS,
FOR CLIPPER ESTATES SUBDIVISION, PHASE 4**

Each and every one of the undersigned Owners has hereunto executed said First Amendment to the Supplementary Declaration of Covenants, Conditions, and Restrictions, for Clipper Estates Subdivision, Phase 4, (the "First Amendment") on the date indicated next to their signatures.

Pursuant to the First Amendment, the Owners have agreed to amend certain provisions of the Supplementary Declaration of Covenants, Conditions, and Restrictions, for Clipper Estates Subdivision, Phase 4. A full and complete copy of the First Amendment has been provided to each of the Owners signing below, the receipt of which is hereby acknowledged by the signature of the Owner on this Addendum. Said parties to this Signature Addendum are the Owners of the property located in Clipper Estates Subdivision, Phase 4. Said Owners represent all of the property Owners in Clipper Estates Subdivision, Phase 4, who hereby consent to this First Amendment to the Supplementary Declaration in accordance with Article VII of the Supplementary Declaration.

WITNESSES:

Joseph S. Infano
Reslie J. Infano

Antoinette Santangelo
Date: _____
Owner of Lot _____

Joseph S. Infano
Reslie J. Infano

Risa Marchisano Orlando
Date: _____
Owner of Lot _____

Joseph S. Infano
Reslie J. Infano

[Signature]
Date: _____
Owner of Lot _____

Joseph S. Infano
Reslie J. Infano

James E. Harringer
Date: _____
Owner of Lot _____

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BE IT KNOWN that on this _____ day of _____, 2000, before me, the undersigned Notary Public duly commissioned and qualified within and for the State and Parish aforesaid, and in the presence of the competent witnesses whose names as such are subscribed below, personally came and appeared, STANFORD H. LATTER, Initial Operating Manager of Clipper Development, L.L.C., a Louisiana limited liability company, who is the developer of Clipper Estates Subdivision, and the Declarant in the Supplementary Declaration of Covenants, Conditions, and Restrictions, for Clipper Estates Subdivision, Phase 4, to me known, who declared and acknowledged to me, said Notary, that he executed the aforesaid instrument as such Initial Operating Manager for the purposes and all the conditions and terms therein expressed.

Thus done and passed in the Parish and State aforesaid on the day and year first above written in the presence of the undersigned witnesses, who have hereunto subscribed their names together with said appearer and me, the undersigned authority after due reading of the whole.

WITNESSES:

CLIPPER DEVELOPMENT, L.L.C.

Joseph D. Dubeno
Kristie L. Dubeno

BY: [Signature]
STANFORD H. LATTER
Initial Operating Manager

Lynda S. House
Notary Public
My commission is for life.

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BE IT KNOWN that on this _____ day of _____, 2000, before me, the undersigned Notary Public duly commissioned and qualified within and for the State and Parish aforesaid, and in the presence of the competent witnesses whose names as such are subscribed below, personally came and appeared, TODD M. VILLARRUBIA, Manager of Vela, L.L.C., a Louisiana limited liability company, who is the developer of Clipper Estates Subdivision, Phase 4 and the owner of a portion of the property subject to the Supplementary Declaration of Covenants, Conditions, and Restrictions, for Clipper Estates Subdivision, Phase 4, to me known, who declared and acknowledged to me, said Notary, that he executed the aforesaid instrument as such Manager for the purposes and all the conditions and terms therein expressed.

Thus done and passed in the Parish and State aforesaid on the day and year first above written in the presence of the undersigned witnesses, who have hereunto subscribed their names together with said appearer and me, the undersigned authority after due reading of the whole.

WITNESSES:

VELA, L.L.C.

Joseph J. J. J.
Alvin J. J. J.

BY: Todd M. Villarrubia
TODD M. VILLARRUBIA
Manager

Lynnda S. Brouse
Notary Public
My commission is for life.

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

AFFIDAVIT

On this 29th day of Nov, 2000, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

Joseph S. TUFARO

who after being duly sworn did state:

THAT (s)he is a person of the full age of majority, and the subscribing witness to the SIGNATURE ADDENDUM TO THE FIRST AMENDMENT TO THE SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, FOR CLIPPER ESTATES SUBDIVISION, PHASE 4, executed on the various date(s) of execution indicated on the Signature Addendum.

THAT, the FIRST AMENDMENT TO THE SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, CLIPPER ESTATES SUBDIVISION, PHASE 4 preceding this Affidavit is a true and exact copy of the FIRST AMENDMENT TO THE SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, CLIPPER ESTATES SUBDIVISION, PHASE 4 (s)he presented to each Owner, Michael E. Orlando and Lisa Marchiafava Orlando, Antoinette Orlando Santangelo, and James E. Hassinger, Jr., who executed the Signature Addendum to the FIRST AMENDMENT TO THE SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, CLIPPER ESTATES SUBDIVISION, PHASE 4 on the various date(s) of execution indicated on the Signature Addendum to the FIRST AMENDMENT TO THE SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, CLIPPER ESTATES SUBDIVISION, PHASE 4. as their own free act in their own hand and in the presence of the witness and in the presence of another subscribing witness and that (s)he personally witnessed the same on the date(s) of execution indicated on the SIGNATURE ADDENDUM TO THE FIRST AMENDMENT TO THE SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, FOR CLIPPER ESTATES SUBDIVISION, PHASE 4.

IN WITNESS WHEREOF, the parties hereto have set their hands this 29th day of Nov, 2000.

WITNESSES:

James E. Hassinger
Michael E. Orlando

Joseph S. Tufaro

Lynda S. Brouse
NOTARY PUBLIC