

**FIFTH AMENDMENT TO DEDICATION
OF SERVITUDES, EASEMENTS AND
RESTRICTIVE COVENANTS**

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

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State hereinabove set forth, and in the presence of the undersigned and competent witnesses, on this 13th day of November, 2017, personally came and appeared:

TRINITY DEVELOPERS, L.L.C., a Louisiana limited liability company, herein represented by John J. Ploue, its duly authorized Manager pursuant to the Unanimous Written Consent of the Members of Trinity Developers, L.L.C. filed as Instrument number 1993707 with the Clerk of Court for the Parish of St. Tammany, State of Louisiana, its mailing address being 740 Tunica Bend, Covington, Louisiana 70433 (hereinafter the "Developer").

WITNESSETH

WHEREAS, on or about May 15, 2007, Grand Oaks Development, L.L.C. executed that certain document entitled "Dedication of Servitudes, Easements and Restrictive Covenants" which was filed in the records of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, as Instrument No. 1621205 (hereinafter the "Original Covenants"); and

WHEREAS, pursuant to that certain instrument entitled Transfer of Developer Rights and Membership dated August 31, 2011 and filed as Instrument No. 1826232 with the Clerk of Court for the Parish of St. Tammany, State of Louisiana, Grand Oaks Development, L.L.C. transferred, set over, and assigned to Developer all of its Class A and Class B memberships in the Grand Oaks Homeowners Association, Inc., as well as all of its rights as the developer, as established and set forth in the Original Covenants; and

WHEREAS, pursuant to Article IV, Section 1 of the Original Covenants, the Developer has the unilateral right and authority to annex additional property to the Original Covenants and require that such property be encumbered thereby; and

WHEREAS, pursuant to Article X, Section 1 of the Original Covenants, the Developer has the unilateral right and authority to amend the Original Covenants; and

WHEREAS, on April 2, 2012, Developer entered into and executed that First Amendment to Dedication of Servitudes, Easements and Restrictive Covenants (the "First Amendment") which annexed certain additional property to the Original Covenants and amended and modified said Original Covenants, with the First Amendment being recorded as Instrument No. 1850701 with the Clerk of Court for the Parish of St. Tammany, State of Louisiana; and

WHEREAS, on March 18, 2014, Developer entered into and executed that Second Amendment to Dedication of Servitudes, Easements and Restrictive Covenants (the "Second

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Amendment”) which annexed certain additional property to the Original Covenants and further amended and modified the Original Covenants and First Amendment, with the Second Amendment being recorded as Instrument No. 1935095 with the Clerk of Court for the Parish of St. Tammany, State of Louisiana; and

WHEREAS, on July 15, 2014, the Developer entered into and executed that Third Amendment to Dedication of Servitudes, Easements and Restrictive Covenants (the “Third Amendment”), which annexed certain additional property to the Original Covenants, with the Third Amendment being recorded as Instrument No. 1948205 with the Clerk of Court for the Parish of St. Tammany, State of Louisiana; and

WHEREAS, on January 29, 2016, the Developer entered into and executed that Fourth Amendment to Dedication of Servitudes, Easements and Restrictive Covenants (the “Fourth Amendment”), which annexed certain additional property to the Original Covenants, with the Fourth Amendment being recorded as Instrument No. 2010705 with the Clerk of Court for the Parish of St. Tammany, State of Louisiana; and

WHEREAS, the Developer now wishes to annex additional property to the Original Covenants and amend the Original Covenants, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, all as more particularly set forth herein.

NOW, THEREFORE, the Developer hereby annexes additional property to be encumbered by the Original Covenants and amends the Original Covenants, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, as set forth below:

**I.
ANNEXATION OF ADDITIONAL PROPERTY**

The Developer, as the owner of the following tracts of land, does hereby subject said property to the Original Covenants, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment with said property being more particularly described as follows, to wit:

A certain parcel of land situated in Section 17, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana and more fully described as follows.

Commence at the Quarter (1/4) Section Corner common to Sections 8 and 17, Township 7 South, Range 10 East and measure South 00°54'59" East a distance of 201.15 feet to the Point Of Beginning. (POB #1);

From the Point of Beginning continue South 00°54'59" East a distance of 293.07 feet to a point;

Thence South 89°26'49" East a distance of 443.72 feet to a point;

Thence South 00°43'27" East a distance of 494.26 feet to a point;

Thence North 77°01'32" West a distance of 81.89 feet to a point;

Thence North 84°51'39" West a distance of 242.84 feet to a point;
Thence South 00°07'04" East a distance of 86.80 feet to a point;
Thence South 88°27'53" West a distance of 99.94 feet to a point;
Thence South 83°17'00" West a distance of 95.64 feet to a point;
Thence South 61°58'29" West a distance of 157.47 feet to a point;
Thence South 54°55'26" West a distance of 68.17 feet to a point;
Thence South 48°23'31" West a distance of 68.64 feet to a point;
Thence South 03°17'07" West a distance of 129.19 feet to a point;
Thence South 07°53'23" West a distance of 169.88 feet to a point;
Thence South 16°21'30" West a distance of 90.49 feet to a point (labeled as point "A") and being on a curve;
Thence along a curve to the right having a radius of 220.00 feet, a delta of 69°48'24", an arc length of 268.04 feet, and a chord which bears North 39°12'28" West having a chord distance of 251.77 feet to a point of tangency;
Thence North 04°18'15" West a distance of 43.34 feet to a point of curve;
Thence along a curve to the right having a radius of 70.00 feet, a delta of 05°21'09", an arc length of 6.54 feet, and a chord which bears North 01°37'41" West having a chord distance of 6.54 feet to a point of tangency;
Thence North 01°02'53" East a distance of 27.97 feet to a point;
Thence North 89°59'33" East a distance of 117.90 feet to a point;
Thence North 13°55'13" East a distance of 53.52 feet to a point;
Thence North 00°00'27" West a distance of 440.43 feet to a point;
Thence North 81°06'21" West a distance of 126.68 feet to a point;
Thence North 83°38'55" West a distance of 90.56 feet to a point;
Thence South 89°59'33" West a distance of 450.00 feet to a point;
Thence North 00°02'53" West a distance of 120.00 feet to a point;
Thence North 09°02'56" West a distance of 60.75 feet to a point;
Thence North 00°03'12" East a distance of 120.00 feet to a point;
Thence North 89°59'33" East a distance of 360.00 feet to a point;
Thence North 00°03'12" East a distance of 120.00 feet to a point;
Thence North 89°59'33" East a distance of 45.03 feet to a point;
Thence North 00°00'27" West a distance of 180.00 feet to a point;
Thence North 89°59'33" East a distance of 665.01 feet to the POINT OF BEGINNING, and containing 21.45 acre(s) of land, more or less.

AND

From "POINT A" measure South 30°12'36" West a distance of 61.50 feet to Point of Beginning #2.

From Point of Beginning # 2 measure South 13°26'32" West a distance of 73.30 feet to a point;
Thence South 29°32'59" East a distance of 124.92 feet to a point;
Thence South 48°16'49" East a distance of 116.81 feet to a point;
Thence South 32°10'30" East a distance of 208.18 feet to a point;
Thence South 69°04'20" East a distance of 187.56 feet to a point;

Thence North 50°04'36" East a distance of 6.72 feet to a point ;
Thence South 13°09'42" East a distance of 114.68 feet to a point ;
Thence South 59°14'15" East a distance of 125.44 feet to a point on a curve;
Thence along a curve to the left having a radius of 280.00 feet, a delta of 04°29'31", an arc length of 21.95 feet, and a chord which bears South 01°15'25" West having a chord distance of 21.95 feet to a point of tangency;
Thence South 00°59'21" East a distance of 17.00 feet to a point;
Thence North 63°03'44" West a distance of 343.77 feet to a point;
Thence South 26°56'16" West a distance of 10.00 feet to a point;
Thence North 62°57'15" West a distance of 54.55 feet to a point;
Thence North 59°14'15" West a distance of 543.97 feet to a point;
Thence North 04°18'15" West a distance of 385.51 feet to a point;
Thence North 89°59'33" East a distance of 149.01 feet to a point on a curve;
Thence along a curve to the left having a radius of 280.00 feet, a delta of 40°34'22", an arc length of 198.28 feet, and a chord which bears South 50°42'38" East having a chord distance of 194.16 feet to the POINT OF BEGINNING, and containing 4.72 acre(s) of land, more or less.

II. AMENDMENTS

2.1 Section 3 of Article VII of the Original Covenants is hereby amended and restated to read as follows:

Section 3. Non-Payment of the 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, shall bear interest at twelve percent (12%) per annum and the member shall be obligated to pay a \$25 late charge. The late charge shall not be construed as additional interest, instead, the purpose of the late charge is to compensate the Association for any administrative or other costs it may incur due to a members failure to pay an assessment, but in no event shall the interest rate exceed the maximum rate authorized by Louisiana law. The Association may bring an action at law against the member personally obligated to pay the same, in which event such interest, charges, 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. Any assessment of the Association made shall be subordinate and inferior to any first mortgage duly granted in favor of a lender.

2.2 Item (Q) of Section 1 of Article IX of the Restrictive Covenants shall be amended and restated to read as follows:

Q) In order to maintain a uniform design, a mailbox shall be purchased and installed by the builder (defined below) at the time of first occupancy of a dwelling on any Lot, which mailbox must comply with the Developer's specifications. The cost of purchasing and installing the mailbox shall be at the expense of the builder. The cost of maintaining and replacing the mailbox shall be at the expense of the Member. The location and design of the mailbox located in the Subdivision shall be approved by the Architectural Control Committee. For the purposes of this section (Q), the "builder" shall be defined as the person and/or entity who is responsible for the construction of a single-family residence on the Lot in question.

2.3 Item (AA) of Section 1 of Article IX of the Restrictive Covenants shall be amended and restated to read as follows:

AA) The side and rear setback line restrictions established hereinabove shall apply to all types of buildings, structures, sheds and other constructions and works on any Lot except swimming pools and swimming pool decks. In no event shall a swimming pool or pool deck be located nearer than five (5') feet to any Lot line or violate any other laws or regulations.

2.4 Item (BB) of Section 1 of Article IX of the Restrictive Covenants shall be amended and restated to read as follows:

BB) All driveways and aprons must be concrete and must connect the driveway from the street to the garage or carport. All driveways shall be a minimum of twelve (12') feet in width and shall be constructed not closer than one (1') foot from the side Lot line, if allowed by the building codes for the Parish of St. Tammany. A driveway can be part of a drainage swale as long as it does not impede the flow of water and it is otherwise in compliance with the building codes of the Parish of St. Tammany. Any culvert under the driveway should extend four (4') feet past the edge of the driveway on both sides.

2.5 Section 2 of Article X of the Restrictive Covenants, as amended by the Second Amendment, shall be further amended and restated to read as follows:

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 GRAND OAKS SUBDIVISION. 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.

Notwithstanding the foregoing or anything contained herein to the contrary, and in addition to the provisions provided for in Article VII hereinabove with respect to delinquent assessments, upon the violation of any of the provisions of this Dedication of Servitudes and Restrictive Covenants, or any Regulations of the Association, the Board of Directors of the Association shall have the power to impose a monetary charge, as defined more specifically herein in subpart (A) and (B), which shall constitute a real obligation and lien upon the Lot or Dwelling, the owners or occupants of which are guilty of such violation as well as the power to suspend such Owner's rights to vote in the Association or suspend such Owner's rights (along with the rights of such Owner's family, guests, tenants and the co-owners of such Owner and their respective families, guests and tenants), to use any of the recreational facilities located in the Common Areas. The Board of Directors shall have the power to impose all or any combination of these sanctions. Should the Board of Directors choose to impose any such sanction, it shall provide written notice ("Original Notice") to the effected Owner with the notice of the alleged violation, and shall provide the Owner not less than fifteen (15) days ("Original Deadline") in which to come into compliance and cure the violation. If the Owner does not cure the violation by the Original Deadline, a monetary charge shall be imposed pursuant to subpart (A). If the Owner does not cure the violation within fifteen (15) days after the expiration of the Original Deadline, a monetary charge shall be imposed pursuant to subpart (B) until the violation is cured.

A) Monetary Charge Schedule (One-time charge):

- i. First Violation: \$75
- ii. Second Violation: \$150
- iii. Each Additional Violation: \$300

B) Monetary Charge Schedule (Daily charge):

- i. Any Violation: \$25 per day

Furthermore, should the Association, the Developer, or the Owner of any Lot retain an attorney for the purpose of enforcing these servitudes, privileges and restrictive covenants, by any legal proceeding, and should the Association, Developer and/or Lot Owner be successful in their effort to enforce these servitudes, privileges and restrictive covenants, they shall be entitled to recover all of their reasonable costs and attorney's fees in connection therewith.

III. SURVIVING PROVISIONS

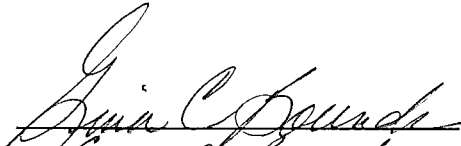
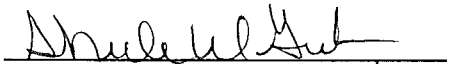
In all other respects, the Original Covenants, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, shall remain in full force and effect.

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THUS DONE AND PASSED in Covington, Louisiana on the date any year set forth hereinabove.

WITNESSES:

TRINITY DEVELOPERS, L.L.C.


GINA C. BOUNDS

Sheila W. Graham

By: 
JOHN J. PLOUFFE, III, MANAGER


PAUL J. MAYRONNE, NOTARY PUBLIC
LOUISIANA BAR NO. 25788