

**FIRST 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 2nd day of April, 2012, personally came and appeared:

TRINITY DEVELOPERS, L.L.C., a Louisiana limited liability company, herein represented by John J. Ploue, III, its duly authorized member and manager, pursuant to the Unanimous Written Consent of the Members attached hereto; 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 "Restrictive Covenants"); and

WHEREAS, the Restrictive Covenants currently encumber a certain parcel of property located in Section 17, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana, which parcel is known as Grand Oaks Subdivision, Phase 1; 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 Restrictive Covenants; and

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

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

NOW, THEREFORE, the Developer hereby annexes additional property to be encumbered by the Restrictive Covenants, as set forth below, and further amends the Restrictive Covenants as follows:

**I.
ANNEXATION OF ADDITIONAL PROPERTY**

The Developer, as the owner of the following tract of land, does hereby subject said property to the Restrictive Covenants, 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 degrees 54 minutes 59 seconds East a distance of 494.22 feet; thence South 89 degrees 26 minutes 49 seconds East a distance of 443.72 feet; thence South 00 degrees 43 minutes 27 seconds East a distance of 857.09 feet; thence North 89 degrees 26 minutes 49 seconds West a distance of 114.90 feet; thence South 00 degrees 59 minutes 21 seconds East a distance of 2444.07 feet, thence North 00 degrees 59 minutes 21 seconds West a distance of 207.76 feet to the POINT OF BEGINNING.

From the POINT OF BEGINNING measure North 73°00'47" West a distance of 408.62 feet to a point; Thence North 85°43'34" West a distance of 56.88 feet to a point; Thence South 71°04'05" West a distance of 79.19 feet to a point; Thence South 71°04'05" West a distance of 4.06 feet to a point; Thence North 43°18'41" West a distance of 131.08 feet to a point of curve; Thence along a curve to the right having a radius of 10.00 feet, a delta of 90°00'00", an arc length of 15.71 feet, and a chord which bears North 01°41'19" East having a chord distance of 14.14 feet to a point of tangency; Thence North 46°41'19" East a distance of 9.21 feet to a point of curve; Thence along a curve to the right having a radius of 40.00 feet, a delta of 24°22'46", an arc length of 17.02 feet, and a chord which bears North 58°52'42" East having a chord distance of 16.89 feet to a point of tangency; Thence North 71°04'05" East a distance of 58.67 feet to a point; Thence North 19°55'17" West a distance of 116.46 feet to a point; Thence North 07°41'45" East a distance of 119.53 feet to a point; Thence North 89°00'39" East a distance of 174.95 feet to a point; Thence North 33°27'12" East a distance of 70.12 feet to a point; Thence North 00°59'21" West a distance of 342.60 feet to a point; Thence North 67°20'29" West a distance of 292.40 feet to a point; Thence North 04°08'54" West a distance of 177.70 feet to a point; Thence North 23°38'43" East a distance of 60.19 feet to a point; Thence North 27°02'45" East a distance of 179.00 feet to a point; Thence North 26°56'16" East a distance of 10.00 feet to a point;

Thence South 63°03'44" East a distance of 343.77 feet to a point; Thence South 64°02'16" East a distance of 67.31 feet to a point; Thence South 66°23'53" East a distance of 153.96 feet to a point; Thence South 00°59'21" East a distance of 1,138.90 feet to the POINT OF BEGINNING, and containing 584,492.12 square feet or 13.4181 acre(s) of land, more or less.

II. AMENDMENTS

- 2.1 Section 4 of Article VIII of the Restrictive Covenants shall be amended and restated to read as follows:

Section 4. Deposit. The Architectural Control Committee shall have the right to require an applicant for a permit to deposit with the Architectural Control Committee a One Thousand and 00/100 (\$1,000.00) Dollar deposit to be held in a non-interest bearing account to insure compliance with the provisions of these Covenants. The Architectural Control Committee shall have the legal right of offset as to all amounts due by the applicant to the Association for compliance with these Covenants. This deposit will be returned upon completion and acceptance of all restrictions and covenants. Notwithstanding anything contained herein to the contrary, the provisions of this Section 4 of Article VIII shall not be applicable to D.R. Horton, Inc.-Gulf Coast or any subsidiary or affiliate of D.R. Horton, Inc.-Gulf Coast. As a result, D.R. Horton, Inc.-Gulf Coast shall not be required to post the aforementioned deposit.

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

C) The maintenance, keeping, boarding and/or raising of animals, livestock, insects colonies, bee hives, 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 within the confines of a cage, structure or fencing so as not to roam free. Domestic pets shall not be 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 and shall be kept on a leash when not in an enclosed area. 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, or overtly or potentially dangerous, 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, or overtly or potentially dangerous. Notwithstanding anything contained herein to the contrary, pitbulls, pure or crossbred, shall be strictly prohibited.

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

i) No fence shall be erected, placed or altered on any Lot nearer to any street than on a line parallel to the front of the main dwelling. Fences shall not exceed six (6') feet in height, except that a fence surrounding any sewer treatment facility or water well placed by the Developer on such site can be an eight (8') foot fence. There shall be no front yard fences except as approved by the Architectural Control Committee. Side or rear fences on lot lines contiguous to designated greenspace may be fenced with non-opaque fencing such as pickets, with a maximum height of (4') feet. As to Lots which abut a retention pond, the rear six (6') feet along each side lot line shall taper down to four (4') feet at the intersection of the side lot line with the rear lot line. A decorative cast iron or other approved material or courtyard wall may be allowed with the consent and approval of the Architectural Control Committee. No fence, wall, or hedge or shrub which obstructs sight lines at elevations between 2' feet and 6' feet above the roadway shall be placed or permitted to remain on any corner lot within the triangle area formed by the street property lines and the lines connecting them at points twenty five feet (25') feet from the intersection of the street lines extended. The same sight line limitations apply on any lot within twenty (20') feet from the intersection of a street property line with the edge of driveway pavement. No tree or shrub shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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

T) Each dwelling constructed on a Lot shall have an enclosed two (2) car garage with a side entrance.

2.5 Item FF of Section 1 of Article IX of the Restrictive Covenants shall be amended and restated to read as follows:

FF) Sod and Landscaping. Upon the construction of any home or structure on any Lot in GRAND OAKS SUBDIVISION, the front yard shall be fully sodded and landscaped to the satisfaction of the Developer or the Architectural Control Committee. In addition, one Live Oak tree (*Quercus Virginiana*) minimum one and one-half (1 1/2) inch caliper measured twelve (12) inches above the ground and at least ten (10') feet in height, must be planted in the front yard of each lot at a location selected by the Architectural Control Committee. Further, one

(1) other planted or existing tree one and one-half (1 1/2) inch caliper, measured twelve (12) inches above the ground must be in the front yard of any interior lot. Corner lots shall have the same additional requirements on the side streets. Should any tree required, pursuant to this Section FF die or be diseased to the extent that it is unlikely to survive, in the discretion of the Developer or the Architectural Control Committee, said tree shall be replaced within thirty (30) days of written notification to the Owner from the Developer or the Architectural Control Committee

The following list contains approved trees:

Recommended Trees:

<u>Common Name</u>	<u>Botanical Name</u>	<u>Uses, Qualities and Remarks</u>
Live Oak*	Quercus Virginiana	Evergreen
Water Oak Shumark Oak Willow Oak*	Quercus Phellos	Shade tree, fine texture
Southern Red Oak Cherry Bark Oak*	Quercus Falcata Quercus Falcata	Shade tree, red fall color Red fall color, long lived shade tree
Cow Oak* Southern Magnolia*	Quercus Michauxii Magnolia Grandiflora	Shade tree, fall color
Evergreen, fragrant white flowers		
Cypress Green Ash*	Taxodium Distichum Fraxinum Pennsylvanica	Fall color, waterside planting
Fall color, excellent shade tree		
Langleaf Pine* Slash Pine* Tulip Tree	Pinus Palustris Pinus Elliottii Liriodendron Tulipifera	Large evergreen Evergreen Good upright, shade tree, fall color
Cottonwood* Lombardi Poplar	Populus deltoides Populus nigra 'Italica'	Fastest growth shade tree Fast growth buffer tree

- 2.6 Item HH of Section 1 of Article IX of the Restrictive Covenants shall be amended and restated to read as follows:

HH) Facade Material. Every home, residence and/or dwelling within GRAND OAKS SUBDIVISION shall be constructed of brick or

stucco or a combination of both. Vinyl siding shall not be permitted except on the soffit and fascia of the home, residence and/or dwelling.

- 2.7 Item II of Section 1 of Article IX of the Restrictive Covenants shall be amended and restated to read as follows:

II) Sidewalks. Each builder shall construct a four (4') foot wide by four (4") inch thick concrete sidewalk with 1' x 4" treated wood expansion joints or "Deck-o-Drain", to be installed at not less than twelve (12') feet intervals. Sidewalks, elevations and setbacks from the curb shall be determined by the Architectural Control committee and should have a one (1") inch slope toward the street side. Sidewalks must be installed before completion of the home or within two (2) years after purchase of lot or whichever comes first. Sidewalks shall be installed on the entire width of all lots and also the entire length of corner lots on the street side. A four (4") inch PVC pipe five (5') feet minimum length shall be installed at the end and underneath the sidewalk at the side property lines to help facilitate drainage of the side yard swales.

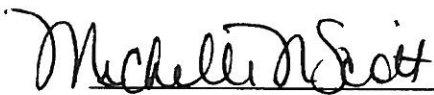
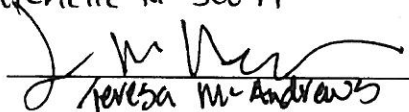
III. SURVIVING PROVISIONS

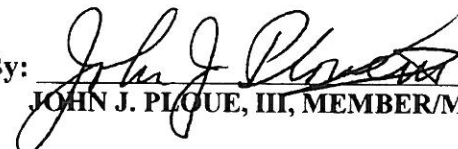
In all other respects, the Restrictive Covenants, except as expressly hereby amended, shall remain in full force and effect.


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

WITNESSES:

TRINITY DEVELOPERS, L.L.C.


Michelle N. Scott

Teresa M. Andrews

By: 
JOHN J. PLOUE, III, MEMBER/MANAGER


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