

**FIRST AMENDMENT TO RESTRICTIVE COVENANTS AND DEDICATION OF SERVITUDES AND EASEMENTS**

**UNITED STATES OF AMERICA**

**STATE OF LOUISIANA**

**BY: EAGLE LANDING DEVELOPERS, L.L.C.**

**PARISH OF ST. TAMMANY**

**BE IT KNOWN**, that on this 24<sup>th</sup> day of August, 2012, before me, Paul J. Mayronne, Notary Public, duly commissioned and qualified in and for the state and parish aforesaid, therein residing, and in the presence of the undersigned competent witnesses, hereinafter named, personally came and appeared:

**EAGLE LANDING DEVELOPERS, L.L.C.**, a Louisiana limited liability company, doing business in the Parish of St. Tammany, State of Louisiana, herein represented by Vaughn Knight and Stephen M. Blanc, Sr., its duly authorized sole members, its mailing address being P.O. Box 1425, Madisonville, Louisiana 70447 (hereinafter referred to as the "Developer").

**WITNESSETH**

**WHEREAS**, on or about October 28, 2009, Developer executed that certain document entitled Restrictive Covenants and Dedication of Servitudes and Easements (hereinafter the "Restrictive Covenants") for Eagle Landing Subdivision, which was filed in the records of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, as Instrument No. 1747423; and

**WHEREAS**, Article XII, Section 12.02 of the Restrictive Covenants the Developer has a unilateral right and authority to amend the Restrictive Covenants, so long as it owns any Class B Memberships; and

**WHEREAS**, Developer is still the holder of all such Class B Memberships.

**NOW, THEREFORE**, the Developer hereby amends the Restrictive Covenants as follows:

**I.**

Article I, Section 14 of the Restrictive Covenants shall be amended and restated to read as follows:

14. **Garden Home Lots** – shall mean and refer to Lots 34 through 88 as set forth on the Subdivision Plat. Unless specified otherwise, any reference herein to Lots, shall also include the Garden Home Lots.

**II.**

Article X, Section 10.10(g) of the Restrictive Covenants shall be amended and restated to read as follows:

(g) All fences must be approved by the Architectural Review Committee. All fences must be six (6') feet in height and be constructed of wood and shall not extend beyond the front facade of the Dwelling. Notwithstanding the foregoing, chain link fences are not permitted except as allowed in Section 10.12 hereinafter. Furthermore, all Dwellings constructed on the Garden Home Lots shall have front fencing, not extending beyond the front facade of the Dwelling, constructed of wrought iron, or wrought iron type material, duly approved by

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the Architectural Review Committee. This fencing on the Garden Home Lots shall be not less than five (5') feet in height and shall be installed by a supplier/installer approved by the Architectural Review Committee.

**III.**

Article X, Section 10.15 of the Restrictive Covenants shall be amended so as to add the following language to Section 10.15, to wit:

10.15 Pets. Any owner of a Garden Home Lot, which has a pet in accordance with this Section 10.15 of the Restrictive Covenants, and which pet must be kept in the confines of the wrought iron type fencing referenced in Section 10.10(g) above, may install black netting on the inside of the fence, provided that the material and installation is duly approved by the Architectural Review Committee.

**IV.**

Article X, Section 10.17 of the Restrictive Covenants shall be amended so as to add the following language to Section 10.17, to wit:

10.17 Motor Vehicles, Trailers, Boats, Boat Docks, Etc. Notwithstanding anything contained in this Section 10.17 or any other provision of the Restrictive Covenants to the contrary, the use of two-wheel, three-wheel or four-wheel motorized vehicles, shall expressly be prohibited within any portion of the Subdivision, including, without limitation, the streets, lawns, yards and/or Common Areas.

**V.**

Article X, Section 10.23 shall be added to the Restrictive Covenants, and shall read as follows, to wit:

10.23 Required Improvements to the Garden Home Lots. Notwithstanding anything contained in these Restrictive Covenants to the contrary, the Owner of each Garden Home Lot, shall be required to have the mailbox, stone address block, doorbell button, and front yard light, all as approved and promulgated by the Architectural Review Committee. Each of the aforementioned improvements shall be made on the Garden Home Lot, by the Owner, prior to the Dwelling on the Garden Home Lot being issued a certificate of occupancy by the Parish of St. Tammany. Each of the aforementioned improvements shall be installed by a supplier/installer duly approved by the Architectural Review Committee.

**VI.**

Article X, Section 10.24 shall be added to the Restrictive Covenants, and shall read as follows, to wit:

10.24 Sidewalks. The Owner of each Garden Home Lot, excluding the Developer, shall be required to construct a concrete sidewalk within the ten (10') foot utility servitude located along the front of each Garden Home Lot. The sidewalk in question shall extend throughout the entire frontage of each such Garden Home Lot, and shall be duly constructed and in place prior to a certificate of occupancy for any Dwelling constructed on a Garden Home Lot. Each such sidewalk duly constructed on the Garden Home Lots in accordance with this Section 10.24 shall be part of the Common Areas and the maintenance thereof shall be a Common Expense.

VII.

In all other respects and to the extent not inconsistent with the amendments set forth herein, the Restrictive Covenants, as initially prepared and filed as Instrument No. 1747423 with the Clerk of Court for the Parish of St. Tammany, State of Louisiana, shall remain unaffected and unchanged hereby.

VIII.

The undersigned requests that the Clerk of Court for the Parish of St. Tammany, State of Louisiana, make mention of this Amendment to Restrictive Covenants and Dedication of Servitudes and Easements in the margin of the Restrictive Covenants, filed as Instrument No. 1747423 with the Clerk of Court for the Parish of St. Tammany, State of Louisiana.

THUS DONE AND SIGNED, in Covington, on the day, month and year first hereinabove set forth and in the presence of the undersigned competent witnesses after due reading of the whole.

WITNESSES:

EAGLE LANDING DEVELOPERS, L.L.C.

Rachel L. Miller  
Rachel L. Miller  
Michelle N. Scott  
Michelle N. Scott

By: [Signature]  
VAUGHN KNIGHT, MEMBER

By: [Signature]  
STEPHEN M. BLANC, SR., MEMBER

[Signature]  
PAUL J. MAYRONNE, NOTARY PUBLIC  
LOUISIANA BAR ROLL NO. 25788