

SECOND 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 30th day of July, 2013, 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

St. Tammany Parish 20
Instrmnt #: 1909652
Registry #: 2247966 cst
07/31/2013 3:42:00 PM
MB CR X.MI UCC

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, on or about August 24, 2012, Developer executed that certain First Amendment to Restrictive Covenants and Dedication of Servitudes and Easements which was filed in the records of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, as Instrument No. 1869651 (the "First Amendment"); and

WHEREAS, pursuant to 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 retains 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 amended by the First Amendment, as follows:

I.

Article I, Section 15, of the Restrictive Covenants, shall be amended and restated to read as follows:

15. **Builder** – shall mean a person or entity whose primary purpose is the construction of single family residential structures for sale to third parties. In order to qualify as a Builder hereunder, the person or entity must acquire a Lot for the purpose of constructing a Dwelling or Garden Home thereon for sale to a third party.

II.

Article IX, Section 9.10 of the Restrictive Covenants shall be amended and restated to read as follows:

9.10 Date of Commencement of Annual Assessments. The initial annual assessments established herein shall be payable to the

Association when such Lot or Dwelling is conveyed from the Developer to a new Owner. Notwithstanding the foregoing, an Owner which qualifies as a Builder hereunder, shall not be responsible for the payment of any assessments hereunder until such time as the Dwelling or Garden Home owned by the Builder and constructed on the Lot has been issued a certificate of occupancy by the Parish of St. Tammany, and actual occupancy has taken place. The annual assessments shall be due and payable in such manner and on such schedule as the Board of Directors may provide, so long as the provisions of the Board of Directors are consistent herewith. Annual assessments and any other special assessments shall be adjusted for such Lot or Dwelling according to the number of months then remaining in the then fiscal year of the Association and the number of days then remaining in the month in which such Lot or Dwelling is conveyed or becomes occupied, as the case may be. Anything contained herein to the contrary notwithstanding, the Developer shall not be responsible for the payment of annual or special assessments on Lots or Dwellings, which it or its affiliates own and which do not contain occupied residences (except as hereinafter provided), provided that the Developer covenants and agrees to pay annual and special assessments for each Lot and Dwelling owned by the Developer or an affiliate and containing occupied residences. Furthermore, the Developer shall have the option, but not the obligation, to pay annual assessment on Lots owned by the Developer or fund any deficit which may exist between assessments and the annual budget of the Association. However, the budget, assessments, and deficit, if any, shall be annually reviewed by the Developer, and the Board of Directors, and during such period the Developer's option to fund deficits shall not exceed the amount of the Association's operating budget.

III.

In all other respects and to the extent not inconsistent with the amendments set forth herein, the Restrictive Covenants initially prepared and filed as Instrument No. 1747423 with the Clerk of Court for the Parish of St. Tammany, State of Louisiana, as amended by the First Amendment, filed as Instrument No. 1869651 with the Clerk of Court for the Parish of St. Tammany, State of Louisiana, and shall remain unaffected and unchanged hereby.

IV.

The undersigned requests that the Clerk of Court for the Parish of St. Tammany, State of Louisiana, make mention of this Second 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.

Michelle M. Scott

Michelle M. Scott
Teresa M. Andrews

Teresa M. Andrews

By: *[Signature]*

VAUGHN KNIGHT, MEMBER

By: *[Signature]*

STEPHEN M. BLANC, SR., MEMBER

[Signature]

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