

**FIRST AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
COBBLESTONE, FIRST FILING,
A TOWNHOME COMMUNITY**

BE IT KNOWN, that on the following date(s), before the undersigned competent witnesses, personally came and appeared eighty (80%) percent of the property owners of Cobblestone, First Filing, A Townhome Community; who amends the Declaration of Covenants and Restrictions for Cobblestone, First Filing, A Townhome Community previously recorded at COB 1183, Page 419, File Number 812997 as follows:

**ARTICLE 1
DEFINITIONS**

The following definitions are amended or added to read as follows:

Committee: The term the "Committee" as used in these Restrictions (without designation as the Homeowner Committee) shall mean and refer to the Homeowner Committee, as the context requires under these restrictions.

Immediate Family Member: The phrase "Immediate Family Member" shall mean a spouse, parent, child or sibling.

Member: The term "Member" shall mean and refer to the owners or with owner's agreement an Immediately Family Member Resident, are Members of the Association.

**ARTICLE II
THE ASSOCIATION**

The following sections are amended or added to read as follows:

Section 1. Membership and Voting Rights. Each person or entity who is a record title Lot Owner of any Lot now or subsequently made subject to this Declaration shall be a Member of the Association. Additionally, if a resident lives in a unit which is owned by an immediate family member, he/she is also a Member of the Association. Each Member of the Association shall be entitled to one (1) vote, provided however, that no more than one (1) vote may be cast for each Lot. The Association shall govern the operation, maintenance and repair of Common Areas. Membership in the Association shall be governed by the Articles of Incorporation of the Association. The Association shall not be deemed to be conducting a business of any kind. Membership in the Association shall automatically terminate (i) upon the conveyance or transfer of a Lot Owner's interest to a new Owner, and the new Owner shall simultaneously succeed to the former Lot Owner's membership in the Association; or (ii) as otherwise provided in this Declaration, the Articles of Incorporation or the By-Laws; or (iii) when a resident

member of a Lot owned by an immediate family member moves out of the Lot. Tenants of Lots not owned by an immediate family member cannot be a member of the Association nor can they cast a vote; however, they must abide by all requirements of the Covenants and Restrictions. Any person or entity holding an interest in a Lot as security for the performance of an obligation shall not be a Member of the Association.

Section 2: Rights and Obligations of Association. Subject to the rights of Declarants, and as more fully set forth in the Articles of Incorporation and the By-Laws of the Association, the Submitted Property and Common Areas shall be administered, managed and operated by the Association whose powers and duties shall include the following:

- k. To impose charges for late payments of Assessments and to levy reasonable fines for violation of this Declaration, the By-Laws, Covenants or the Restrictions and to bring any other actions against Lot Owners who fail to comply with the provisions of this Declaration or the decisions made by the Association. Any charges or fines levied under this Provision shall constitute a lien against the affected lot(s).
- r. To maintain a copy of the Declaration, the Articles of Incorporation, By-Laws, Covenants and Restrictions and other rules concerning the Submitted Properties as well as its own documents, books, records and financial statements available during normal business hours to Lot Owners or the Mortgagees, Insurers, and Guarantors of first mortgages that are secured by Townhomes. Financial Statements shall be completed within one hundred twenty (120) days after the end of the Association's fiscal year.
- s. The Association and/or Board of Directors will not be required to work with a property management company or unit manager.

Section 3. Notice and Quorum for Action of Members. Written notice of any meeting of Members called for the purpose shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting, as set forth in more detail in the Articles of Incorporation and By-Laws of the Association. Only members can attend an Association meeting. Proxy for someone else to attend will not be allowed. Unless a greater percentage is required elsewhere in the Declaration, at the first of any such meeting called, the presence of Members entitled to cast fifty-one (51%) percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the Members present shall constitute the required quorum at the subsequent meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting. Unless a greater percentage is required elsewhere in this Declaration, the Articles of Incorporation, the By-Laws or the law, the majority vote of the Members

present in person at a validly held meeting shall have the power to authorize all action of the Association voted on at such meeting.

Section 5. Formation of the Board of Directors. The Developer shall appoint the first Board of Directors; said initial Board shall serve for a period of five (5) years. Should an initial Board Member resign from the Board, the remaining Board Members can appoint a replacement with majority Board member vote. The Board shall be composed of a President, Vice-President and Treasurer minimum. The Board shall always be an odd number unless there is a Reserve Board Member. Additional Board Members can serve as Member at Large. Whether or not there is a Reserve member will be at the discretion of the Board of Directors. All Board of Directors must live on the Lot that they own or a Lot that is owned by an immediately family member. After the first five (5) years, the Board of Directors shall elect future officers and/or Board Members by a majority vote and their term shall be for one (1) year. The Board of Directors may vote members to serve successive terms.

ARTICLE III PROPERTY RIGHTS AND OBLIGATIONS

The following sections are amended or added to read as follows:

Section 1. Voting Rights. The Association shall have the right to suspend the voting rights of a Lot Owner and/or Immediate Family Member Resident for any period during which any Assessment imposed under this Declaration against that Lot remains unpaid or for each infraction of its published Covenants and Restrictions. Only one (1) vote per Lot is allowed. If a Lot Owner wants to grant an Immediate Family Member Resident the right to cast a vote, it must be in form of advanced written notice to the Board of Directors.

ARTICLE IV MAINTENANCE OF ASSOCIATION OF COMMON AREAS, ROOFS, FENCES AND STRUCTURAL COMPONENTS OF SUBMITTED PROPERTIES

The following sections are amended or added to read as follows:

Section 3. Maintenance of Roof. One roof has been constructed to cover adjoining Townhomes and constructed as part of the same building. Lot owners shall be 100% responsible for the maintenance, repair and upkeep of the portion of roof that is part of their owned unit. Each owner and his agents and/or contractors are hereby granted a limited servitude of access to the exterior of any Lot or Townhome for the purpose of maintaining, repairing and replacing the roof over a Lot or Townhome. In the event that the entire roof must be replaced, all Lot owners in the building will be responsible for their percentage of the roof replacement. Percentage of responsibility will be based off square footage of each unit. Lot owners in the building where a roof must

be replaced will be responsible for agreeing on a contractor but HOA Board of Directors must approve the contractor and the roofing materials prior to work being performed. In the event of destruction of the roof due to a casualty, **Article VIII** shall apply.

Section 4. Fence. The Association shall have the responsibility for the maintenance of exterior fences between lots and along the boundaries of each lot and along boundaries of the subdivision. No lot owner shall construct or alter any fence without written consent of the Board of Directors.

Section 7. Maintenance of Plants and Trees on Common Grounds. If an Owner has been granted board approval for planting trees, gardens, and/or plants on the common grounds associated with their lot or outside of their lot, the Owner is responsible for the care and upkeep of the trees, gardens, and/or plants including, but not limited to: trimming, weeding, watering, fertilization, and removal if necessary, at the expense of the Owner. In the event that an Owner's tree(s) and/or plants are obstructing the common ground and/or damaging property or fences on the common ground, the owner will be responsible for removing such trees and/or plants. If an owner does not maintain trees, gardens, flower beds or plants associated with their unit or outside their unit, the association will hire work done and assess the lot owner. A fifteen (15) day written notice will be provided to the lot owner prior to hiring the work done.

ARTICLE VI COVENANT FOR ASSESSMENTS

The following sections are amended or added to read as follows:

Section 1. Creation of the Lien and Personal Obligation for Assessments for Common Areas. Each Owner of any Lot by acceptance of a deed therefore; whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) Monthly Assessments; and (2) Special Assessments. The assessments imposed by the Association, together with fees, interest, costs, and reasonable attorney's fees shall be a charge on the land and shall be a continuing and increasing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with fees, interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment became due. The act of acquiring a Lot against which such a privilege and lien shall have been recorded shall constitute an assumption by the person so acquiring the Lot of the indebtedness represented thereby and shall become the personal contractual obligation of such person, and subject him to a personal action thereon, in solido, with the former delinquent Owner. Once a lot owner becomes \$300 in arrears for unpaid assessments, fees, interest and cost, a lien will be placed against the lot. All expenses associated with filing a lien and/or updating an existing lien will be added to the amount of the lien. Also, there shall be a penalty fee of \$200 assessed by the Association for filing a lien and for every update to an existing lien as listed in **Article IX Section 4.**

Section 2. Assessments. All Assessments imposed by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members, for the improvement and maintenance of the Common Areas, for the payment of Common Expenses and for the establishment of reserves. Dues can only be paid with a personal check or bank check. All other forms of payment are unacceptable.

Section 3. Determination of Assessments. The Owner of each Lot shall pay to the Association a Monthly Assessment for each Lot. Monthly Assessments and Special Assessments shall be established at each annual meeting of the Association and shall continue fixed for a period of one (1) year or until the Board of Directors determines that reconsideration is appropriate at a properly called meeting of the Board of Directors for that purpose. The association's Board of Directors shall adopt by-Laws more fully setting forth the rules and procedures for assessing and collecting Assessments imposed by the Association.

The Assessments may be increased by the Board of Directors, without Member votes. If the annual increase is more than ten (10%) percent, it shall be ratified by a vote of majority of the Members present and voting in person or by proxy, at a duly noticed meeting specifically called for that purpose.

Section 5. Date Commencement of Assessments: Due Dates. All members and/or lot owners are required to pay monthly and/or special assessments Commencing on the date to be determined by the Board of Directors, each Lot and the Member who owns said Lot shall be subject to and liable for all Monthly and Special Assessments which shall be assessed by the Association's Board of Directors for the purposes set forth hereinabove to be known as "Common Expenses". Common Expense shall include, but shall not be limited to, all charges for taxes (except real property taxes assessed separately on each Lot); insurance, and any other expense determined by the Association. Special Assessments may be assessed, provided seventy-five (75%) percent of the affected Owners consent to the Special Assessment. A Special Assessment may be levied against individual Lot Owners for the payment of insurance deductibles as provided in **Article VIII** without regard to the above-mentioned requirements of this Section. Written notice of Assessments shall be sent to every Owner subject thereto; the due dates shall be established by the Board of Directors.

Section 6. Effect of Nonpayment of Assessments; Remedies of the Association. At least seven (7) days prior to perfection of a lien or privilege for Assessments by filing, the Association shall serve upon the delinquent Lot Owner a notarized detailed statement of its claim for the delinquent Assessment, which services shall be affected by personal service or by registered or certified mail.

Assessments are due on the first day of each month. Any Assessment not received on or before the last day of the month will incur a late fee and interest charge. Interest

charge will be at the rate of Fifteen (15%) percent per annum. The monthly late fee and interest will be added each month until account is current. In the occurrence of non-sufficient funds (NSF) payment, the Member will be responsible for the bank's fee set forth by the bank (see **Article IX Section 4**).

As set forth more fully in this Article, if any Member shall fail to pay such fees or Assessments when due, he shall become liable for all fees, interest and reasonable attorney's fees related to the unpaid assessments and for the collection or enforcement thereof, and the Member, cause to be recorded against the Lot or Lots of said Member a lien and encumbrance which, upon recordation, shall, except for the limited purposes set forth in Section 7, take precedence over any subsequently recorded lien and encumbrance bearing against such Lot and which shall for all purposes be considered a special mortgage, privilege and lien against such Lot, all in accordance with La. R.S. 9:1145 through 1148, as amended from time to time.

Ownership of a Lot and membership in the Association shall constitute proof of said Owner's consent to and acquiescence in the validity of such privilege and lien. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or by abandonment of his lot. All land not part of a Lot and dedicated for servitudes and dedicated as Common Areas shall be exempt from Assessments and maintenance charges with the exception of plants, trees, gardens, plants and fences implemented by Lot Owner with Board of Director's prior written consent.

ARTICLE VII USE RESTRICTIONS

The following sections are amended or added to read as follows:

Section 1. General Restrictions. Except to the extent the Association has assumed responsibility for such items under this Declaration, each Owner shall, at his own expense, be responsible for all maintenance and upkeep of his Lot and Townhome. Such repair and maintenance shall be performed in accordance with the general standards of repair and maintenance required of all other property in the Subdivision. Each Owner shall maintain his Lot or Townhome in good condition and good order and repair, including proper maintenance, not covered by the Association, at his/her own expense, and shall not display, hang, store, or use any clothing, sheets, blankets, laundry items or other articles outside the Townhome (other than draperies, curtains, shades of a customary nature and appearance) or articles which may be visible from the outside of his Townhome. No Owner shall make any additions to the Lot or Townhome or paint or adorn the outside of his Townhome or install outside his Townhome a canopy or awning, without the prior Written consent of the Association's Board of Directors. The foregoing restrictions as to use and occupancy shall not be construed to prohibit any Owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature

and appearance on a yard, balcony, patio, or terrace associated with a Townhome. These general restrictions shall be considered building restrictions under Louisiana Civil Code article 775, et. seq. and predial servitudes under Louisiana Civil Code article 646, et. seq. These use restrictions shall be enforced in accordance with **Article IX, Section 1.**

Section 2. Insurance. Nothing shall be done or kept in any Townhome on a Lot or in any part of the Common Areas which will increase the rate of insurance on any Lot or on the Common Areas without the approval of the Association's Board of Directors. No Owner shall permit anything to be done or kept in his Townhome, or in any part of the Common Areas which will result in the cancellation of insurance on any Lot or on the Common Areas or which would be in violation of any law. All Lot Owners must maintain a hazard insurance policy on their lot which includes a minimum personable liability limit of \$100,000 and must provide a copy of the insurance declaration page to the Board of Directors each year. All tenants or non-owner residents, including immediate family members, must maintain a tenant's hazard insurance policy which also includes minimum liability limits of \$100,000 and Lot Owners must provide a copy of the tenant's hazard insurance declaration page to the Board of Directors. Offenders of this rule are subject to the penalty fees. See **Article IX Section 4.**

Section 4. Nuisance. No Nuisance, public or private, no noxious, offensive, improper, immoral or unlawful activity constituting a nuisance or which, in the judgment of the Association's Board of Directors, may cause unreasonable noise or disturbance to others, shall be conducted or maintained in the Common Areas, Lots or Townhomes. All laws, order, or requirements of any public authority having jurisdiction over the Common Areas and Submitted Property shall be observed and complied with.

Section 5. Electrical and Sound Equipment. No Owner shall install, outside his Townhome. any radio or television, antenna or other electrical equipment, fixtures or items of any kind without the prior written permission of the Association's Board of Directors. Satellite reception devices over eighteen (18") inches in diameter are prohibited except as the Association's Board of Directors may approve. No Owner shall install or use outside any sound producing equipment or devices to be used in a way that would become a nuisance to a neighbor.

Section 6. Garbage and Trash. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in a clean and sanitary manner in a location designated by the Association as prescribed. Construction materials and equipment of any kind, rubbish, trash, garbage or other waste will be stored and disposed of in accordance with the Covenants and Restrictions. No waste will be permitted on any part of the Common Area. All waste must be placed in a dumpster, no waste will be permitted on any part of the common area, anything too large to fit in a dumpster will fall upon the homeowners expense to have it removed. No disposal of trash, garbage or other waste shall be in violation of any local, state or federal hazardous or toxic waste law, rule or regulation.

Section 7. Prohibited Vehicles and Structures. Except as permitted by the Covenants and Restrictions (which may completely prohibit the same) of the Association, no trailer, motor home, boat, recreational vehicle or large, commercial-type vehicle of any kind shall be parked or stored on any Lot or the Common Area except in spaces that may be specifically designated for that purpose. No vehicle shall be repaired or rebuilt on the Common Areas, and no inoperative vehicle may be kept on any Lot or the Common Areas. Motorcycles, motorbikes, motor scooters, and similar vehicles shall not be operated on the Common Areas except directly between a parking space and public road.

Parking spaces shall be used for parking purposes only. No structure of a temporary character, such trailer, shack or other out-building shall at any time be used as an office, temporarily or permanently. No detached structure may be constructed without first having been approved by the Association's Board of Directors and any such building must conform in every respect, including materials, with the exterior construction of the townhome on that same Lot. The decision of the Board of Directors shall be final with respect to the prohibition of a vehicle or activity under this section.

Section 8. Pets. No animal or fowl may be kept on the Common Areas or Lots, except that the keeping of orderly domestic pets (e.g. dogs, cats or caged birds) not to exceed three (3) pets per Lot is permitted subject to the Rules and Regulations; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding; and provided, further, that any such pet causing or creating a nuisance or disturbance or noise shall be permanently removed from the Submitted Property and Common Areas within ten (10) days after delivery of written notice from the Association's Board of Directors. Pets shall not be permitted upon the Common Area unless accompanied by an adult and must be controlled by the adult either verbally or kept on a leash. The pet owner must keep pets out of flower beds and must keep the Common Area clean from use by his/her pet(s). Any Owner who keeps or maintains any pet upon any portion of the Submitted Property shall be deemed to have indemnified and agree to hold the Association and each Owner free and harmless from any loss, claim or liability of any kind or character arising by reason of keeping or maintaining such pet within the Submitted Property. All pets shall be registered with the Association's Board of Directors and shall otherwise be registered and inoculated as required by law. The Board of Directors may establish reasonable fees for registration of pets not to exceed the additional costs incurred by the Association resulting from the presence of such pets. Pet owners shall submit current vaccination records to the Board of Directors for the Association to keep for record. Offenders of this rule could be subject to penalty fees. See **Article IX Section 4** for list of penalty fees.

Cobblestone prohibits any rare or exotic animals, non-domestic animals, any livestock, farm animals, horses or other saddle animals, any reptiles or amphibians, any animal with a history of bite or attack, or any of the following breeds: Akita, American Pit Bull Terrier, American Staffordshire Terrier, Catahoula Leopard, Chow, Doberman-Pinscher, German Shepherd, Malamute, Pit Bull, Presa Canario, Rottweiler, Staffordshire

Bull Terrier, or Wolf. However, if a resident currently has one of these animal breeds, they will be "grandfathered" in but once the prohibited animal is permanently removed from the home, another one cannot be brought back into the home and/or community.

Section 9. Security. Owners shall, at all times, comply with the Covenants and Restrictions as the Association may promulgate for the security of the Owner and their occupants.

Section 11. Leases or Townhomes. No Owner shall lease part or all of his Townhome to a third party for any use or purpose whatsoever. Said Townhomes are for the occupancy of owner(s) or immediate family member(s) only. If an Owner desires to lease his/her lot to immediate family, a back-ground/criminal check will be required at Owner's expense. Owner shall provide the back-ground/criminal check report to the Board of Directors or Management Company and shall give Board of Directors or Management Company sufficient notice in order for Board of Directors or Management Company to have ample time to review the background/criminal check. Board of Directors shall, in his/her sole discretion, have authority in determining if the resident qualifies as an immediate family member. An Owner who violates this section shall be assessed by the Board of Directors an amount to be determined by said Board of Directors, but in any case, said assessment shall not be less than \$100.00 per day for said violation. Current rental lots are "grandfathered" in but if and when said lot is sold, the Lot Owner is required to notify any potential purchaser that the lot must be occupied by the purchaser/owner or an immediate family member only. The lot is not to be sold for buyer to have as rental property.

Section 12. No Street Parking Outside of Lots or Lots' Private Drive. Parking spaces shall be used for parking purposes only. The parking of any vehicle on a lawn or within a street right of way is strictly prohibited. When not in use, all vehicles must be parked and kept on or within a garage, driveway, or in the designated parking. No junk vehicles, commercial vehicles, trailer, camper truck, prefabricated barn or home designed for movement on wheels or other machinery or equipment of any kind or character shall be kept or maintained upon the property nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any lot.

Section 13. Prohibited Pools, Etc. No Owner shall install or place outside their Townhome any pool including but not limited to in-ground pools, above ground pools, portable pools, hot tubs or water slides without the express written consent of the Board of Directors. No Owner shall place party inflatables outside their townhomes or on any Common Areas.

ARTICLE VIII INSURANCE

The following sections are amended or added to read as follows:

Section 1. Insurance Coverage. The Association shall affect and maintain, to the extent reasonably available, the following insurance coverages for its benefit and for the benefit of the Owners and Mortgagees, as their respective interests may appear:

- (a) Comprehensive general liability insurance, including medical payment insurance, in an amount determined by the Association covering occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership, administration or maintenance of the Submitted Property and Common Areas with a coverage amount of at least \$1,000,000.00;
- (b) Flood Insurance, if any portion of the Submitted Property is or hereafter is deemed to be located in a special flood hazard (any A or V zone) area;
- (c) Such other insurance coverage as the Association may from time to time deem necessary.

All coverage obtained by the Association shall be consistent with local, state and Federal insurance laws.

Section 2. Insurance as Common Expense. Lot Owner and Resident must carry appropriate Hazard Insurance on their Townhome dwelling. Proof of this Hazard Insurance must be provided to the Association's Board of Directors on an annual basis. A penalty fee from the Association may be incurred if Owner fails to renew hazard insurance coverage or allows coverage to cancel. A penalty fee may be applied if the Owner fails to provide annual proof of Insurance to the Association. A Lot Owner shall be solely responsible for any insurance deductible due to a loss or claim against his Lot or Townhome. Should it ever be determined that Lots located in Cobblestone are in any A or V flood zone, the owner must maintain Flood Insurance coverage and provide a copy of this declaration page to the Board of Directors as well.

Section 3. Notice of Insurance Coverage Changes. The owner of a Lot must provide the Board of Directors with a copy of documents supporting the below (a) and/or (b) action:

- (a) Any notice of a lapse, cancellation, reinstatement or material modification of any insurance policy maintained by the Association; and
- (b) Any casualty loss that affects a material portion of the Common Areas;

Section 5. Insurance Endorsements are Hereby deleted.

ARTICLE IX

GENERAL PROVISIONS

The following sections are amended or added to read as follows:

Section 1. Enforcement. The Association, or any Member, as applicable, shall have the right to enforce, by any proceeding law all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may, in so far as it affects Common Areas or the rights of adjoining Lot Owners on Submitted Property, be amended only with the written consent of eighty-percent (80%) of the Lot Owners located on the Submitted Property. Any Amendment must be recorded with the Clerk and Recorder of Livingston Parish, Louisiana to be effective against third parties.

In addition to the right to exercise remedies established herein and any other remedies provided by law, the enforcing party shall have the right to enforce the provisions hereof by specific performance or by mandatory or prohibitory injunctions without the necessity of proving irreparable injury, without the requirement of a bond, and without regard to the other limitations of Louisiana Code of Civil Procedure Article 301. The prevailing party in an action to enforce the provisions hereof shall be entitled to recover from the unsuccessful Owner the prevailing party's costs and reasonable attorney's fees and expenses incurred in connection therewith. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

If a Lot Owner shall have not complied with the repair and/or maintenance obligations imposed on him by this Declaration, the Association, rather than bring legal action as provided above, may in its sole discretion, cause the repair/maintenance to be made, and the cost thereof shall be deemed for all purposes to be a Special Assessment levied against and attributable solely to the offending Lot Owner.

Section 4. Late Fees and Penalty Fees. Association Dues are due monthly, on the 1st (first) day of the month. Lot Owner can be assessed \$25 late fee when dues become 30 days past due. Non-sufficient Funds fee will be equal to all bank's fees. Lot Owner can be assessed \$25 penalty fee for each month that a pet is not current on immunizations/vaccinations. Current records must be provided to the Board of Directors in order to avoid this penalty fee. Lot Owner will be assessed \$200 penalty fee for filing a lien or for each update to an existing lien. If the required insurance policies are not kept on a Lot, the Lot Owner can be assessed a penalty fee of \$10 a day for every day the Lot is uninsured.

Affiants further request that the Clerk of Court and Recorder of Mortgages/Conveyances in and for the Parish of Livingston make a marginal notation on the original Declaration of Covenants and Restrictions and the Amendment to said restrictions as described above making reference to the this Amendment to Declaration of Covenants and Restrictions for Cobblestone, First Filing, A Townhome Community.

THUS DONE AND SIGNED in the City of Denham Springs, Livingston Parish, Louisiana, on the date hereinabove indicated and in the presence of me, Notary, and the undersigned competent witnesses.

WITNESSES:

_____ & Date

Owner of Lot _____, _____ Filing

WITNESSES:

_____ & Date

Owner of Lot _____, _____ Filing

WITNESSES:

_____ & Date

Owner of Lot _____, _____ Filing

WITNESSES:

_____ & Date

Owner of Lot _____, _____ Filing

WITNESSES:

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Owner of Lot _____, _____ Filing

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Owner of Lot _____, _____ Filing

WITNESSES:

_____ & Date

Owner of Lot _____, _____ Filing