

**RESOLUTION OF THE BOARD OF DIRECTORS OF
EAGLE LANDING PROPERTY OWNERS ASSOCIATION, INC.**

PENALTIES FOR NON-PAYMENT OF ASSESSMENTS

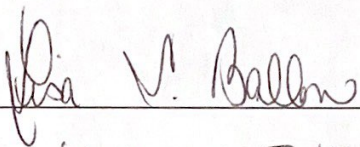
At a meeting of the Board of Directors of Eagle Landing Property Owners Association, Inc. in Covington, LA (hereinafter referred to as "Eagle Landing"), held on November 29, 2016, and the following resolution was adopted unanimously:

WHEREAS, Article IX, 9.08 of the Eagle Landing Restrictive Covenants and Dedication of Servitudes and Easements, states that in the event of non-payment of assessment within fifteen (15) days after it is due, the amount owed shall become delinquent and shall bear interest at the rate of twelve percent (12%) per annum and may also, by resolution of the Board of Directors, subject the member obligated to pay the same to the payment of such other penalty or "late charge" as the Board may fix.

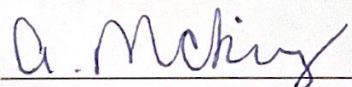
NOW THEREFORE, BE IT RESOLVED by the members of the Board that:

In the event of non-payment of assessments within fifteen (15) days of the date due, a penalty also known as a "late charge" in the amount of \$25.00 will be assessed to the account and become due immediately.

THIS DONE AND ADOPTED THIS 9th day of December, 2016.

Signature: 
Print Name: LISA J. Ballou

President, Eagle Landing Property Owners Association, Inc.

Attest: 

Print Name: Alexia McKinney

Vice President, Eagle Landing Property Owners Association, Inc.

EAGLE LANDING POA
FINE SCHEDULE FOR NON-COMPLIANCE
OF RESTRICTIVE COVENANTS AND
DEDICATION OF SERVITUDES AND EASEMENTS

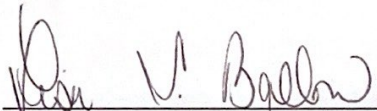
Per Article XI Rule Making, Section 11.02 Authority and Enforcement: The following fines have been established by the Board of Directors, Lisa Ballon, Alexia McKinney and Cindy Castille, and voted on at the board meeting dated November 29, 2016. All procedures set forth in Section 11.03 will be followed prior to any fines assessed to a resident.

Violation

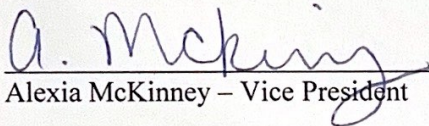
No ARC Request	\$25.00 per day
Parking on Lawn or Greenspace	\$100 per occurrence/per vehicle
Campers, Boats, Trailers, Commercial Vehicles not properly stored	\$25.00 per day
All Other Restrictions	\$25.00 per day

Per the above, fees will be assessed for violations of the restrictive covenants beginning April 1, 2017.

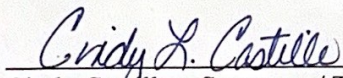
Said fine schedule is recorded in the minutes dated November 29, 2016.



Lisa Ballon – President



Alexia McKinney – Vice President



Cindy Castille – Secretary / Treasurer

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 24th 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

St. Tammany Parish 20
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Registry #: 2168955 sfc
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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 24th 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

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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:

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

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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

St. Tammany Parish 20
Instrument #: 1869651
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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.

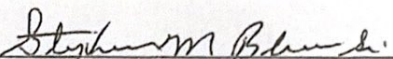
THUS DONE AND SIGNED, in Covington, on the day, month and year first hereinabove set forth and in the presence of the undersigned competent witnesses after due reading of the whole.

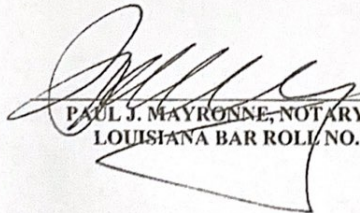
WITNESSES:

EAGLE LANDING DEVELOPERS, L.L.C.

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

By: 
VAUGHN KNIGHT, MEMBER

By: 
STEPHEN M. BLANC, SR., MEMBER


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

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").

St. Tammany Parish 20
Instrmnt #: 1909652
Registry #: 2247966 cst
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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, 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:

Michelle N. Scott

 Michelle N. Scott
Teressa M. Andrews

 Teressa M. Andrews

EAGLE LANDING DEVELOPERS, L.L.C.

By: *[Signature]*

 VAUGHN KNIGHT, MEMBER

By: *[Signature]*

 STEPHEN M. BLANC, SR., MEMBER

[Signature]

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