

**FIRST AMENDMENT TO DECLARATION OF RIGHTS, COVENANTS,
RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS
FOR RIVER PARK ESTATES PHASE 2
ST. TAMMANY PARISH, LOUISIANA**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on the dates subscribed below, but effective as of May 31, 2023, before us, the undersigned Notaries Public, and in the presence of the undersigned competent witnesses, personally came and appeared:

ALVAREZ CONSTRUCTION CO., L.L.C., a Louisiana limited liability company, domiciled in the Parish of East Baton Rouge, Louisiana, represented herein by its Manager, Carlos M. Alvarez, (hereinafter “**Contractor**”); and

RIVER PARK ESTATES, LLC, a Louisiana limited liability company, domiciled in the Parish of St. Tammany, Louisiana, represented herein by its Manager, Corie Herberger, (hereinafter “**Developer**”);

WHO DECLARES AS FOLLOWS:

WHEREAS, Contractor and Developer are the original parties to the development and construction of that certain subdivision of immovable property situated in the Parish of St. Tammany, State of Louisiana, namely River Park Estates, Phase 2, subdivision, as shown on the official plat thereof, recorded at Map File Number 6130 in the official records of the Clerk and Recorder for St. Tammany Parish, Louisiana; and

WHEREAS, the aforesaid subdivision and property is subject to the Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to River Park Estates Phase 2, recorded at Instrument Number 2339083 of the official records of the Clerk and Recorder for St. Tammany Parish, Louisiana (the “**Declaration**”); and

WHEREAS, the Declaration reserves to Contractor and Developer the right to amend the Declaration without need of further approval, upon such conditions, in such form and for such purposes as Contractor and Developer deem appropriate; and

WHEREAS, Contractor and as Developer, desire to amend the Declaration pursuant to Section 14.01 thereof.

THEREFORE, Contractor and Developer declare that pursuant to the authority granted in Section 14.01 of the Declaration, they do hereby amend the Declaration as follows:

1.

Contractor and Developer do hereby amend and restate **Section 1.04** of the Declaration to read in its entirety as follows:

Section 1.04 CONTRACTOR means DSLD Homes, LLC.

2.

Contractor and Developer do hereby add and supplement **Section 3.02.1** to the Declaration to read in its entirety as follows:

Section 3.02.1 MODEL HOME AND SALES OFFICE. Notwithstanding any other provision hereof, Contractor may use, and approve the use of, any Lot for the purposes of constructing and utilizing a model home or building as a sales office for the Subdivision or any other property situated within 10 miles of the Subdivision.

3.

Contractor and Developer do hereby amend and restate **Section 3.05** of the Declaration to read in its entirety as follows:

Section 3.05 MAILBOXES. No mailboxes or mailbox numbering or lettering may be erected or maintained on a Lot other than those approved by Contractor. The cost of providing, erecting and maintaining a mailbox and numbering and lettering shall be paid by the Property Owner on which the mailbox is located. Contractor reserves the right to designate the location of all mailboxes. House numbering schemes on, upon or within a Dwelling Unit shall be mandated by the Association. Notwithstanding any other provision hereof, a Cluster Box Unit (CBU) may be utilized in the subdivision as approved and located at the discretion of Contractor.

4.

Contractor and Developer do hereby add and supplement **Section 3.04.1** to the Declaration to read in its entirety as follows:

Section 3.04.1 CONTRACTOR SIGNS. Notwithstanding any other provision hereof, Contractor shall be permitted to post and display, or approve, advertising signs related to the sale of homes and/or property in the Subdivision, or promotion of development of the Subdivision, on any Lot or Common Area.

5.

Contractor and Developer do hereby amend and restate **Section 6.03** of the Declaration to read in its entirety as follows:

Section 6.03 BUILDING MATERIALS. Generally, a dwelling's exterior walls, excluding windows and doors, must be constructed of brick, masonry veneer, stucco, hardi-plank, or vinyl siding. Architectural shingles or equivalent shall be used for dwelling roof covering.

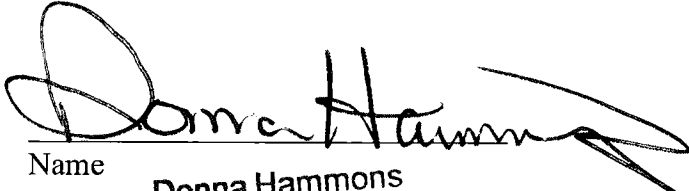
Contractor and Developer further declare that this amendment shall in no way affect any of the other provisions of the Declaration, and the Declaration shall remain in full force and effect other than as amended hereby.

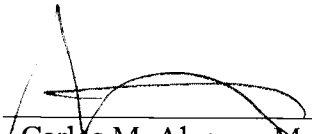
Remainder of Page Intentionally Left Blank, Signatures Appear on the Following Pages

THUS DONE AND SIGNED in Baton Rouge, Louisiana, on the 13th day of July, 2023, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

Alvarez Construction Co., L.L.C.,
Contractor


Name Donna Hammons

By: 
Carlos M. Alvarez, Manager


Name Farrah Burgess



NOTARY PUBLIC

David L. Guidry
Attorney at Law
Bar Roll No. 23767
Commissioned for Life
All Louisiana Parishes

THUS DONE AND SIGNED in Covington, Louisiana, on the 1st day of July, 2023, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

**River Park Estates, LLC,
Developer**

Helene L. Braun
Name Helene L. Braun

By: LMH
Corie Herberger, Manager

Anna Dupuy
Name ANNA DUPUY

[Signature]
NOTARY PUBLIC
MARTHA L. JUMONVILLE
La Pin #7562