

**SECOND 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 date subscribed below before me, the undersigned Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared:

**DSLD HOMES, LLC**, a Delaware limited liability company, authorized to and doing business in the State of Louisiana, represented herein by its duly authorized Agent, Jeffery P. Purpera, Jr., pursuant to a certificate of authority on file and of record in the office of the Clerk and Recorder for the Parish of St. Tammany, Louisiana, whose present mailing address is declared to be 7660 Pecue Lane, Suite 100, Baton Rouge, LA 70809 (hereinafter “**Contractor**”);

**WHO DECLARES AS FOLLOWS:**

WHEREAS, 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 (the “**Subdivision**”) 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, as amended by that First Amendment to Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions for River Park Estates Phase 2, recorded at Instrument Number 2378778 of the official records of the Clerk and Recorder for St. Tammany Parish, Louisiana (collectively the “**Declaration**”); and

WHEREAS, Contractor has purchased all Lots in the Subdivision, and therefore the Declaration reserves to Contractor the unilateral right to amend the Declaration, and to do so at such time, and upon such conditions, in such form and for such purposes as Contractor, in its sole discretion, shall deem appropriate; and

WHEREAS, Contractor desires to amend the Declaration pursuant to Section 14.01 thereof.

EFIL: Registry: 2908438, Instrument #: 2382196, Aug 09, 2023 08:30 AM, St. Tammany Parish, \$120.00, LP, MB CB X MI

THEREFORE, Contractor declares that pursuant to the authority granted in Section 14.01 of the Declaration, it does hereby amend the Declaration as follows:

1.

Contractor does hereby amend and restate **Section 3.21** of the Declaration to read in its entirety as follows:

**Section 3.21 LANDSCAPING AND HARDSCAPING.** No landscape installation shall be made without prior presentation of plans to the Architectural Committee for review and approval. No landscaping shall be located in drainage servitudes. No weeds, underbrush or other unsightly growth which would unreasonably interfere with the enjoyment of adjacent Property Owners shall be permitted to grow or remain, and no refuse pile or unsightly objects shall be allowed to be placed or to remain upon any part of a Common Area, or road right-of-way.

All landscaping of any Lot shall be completed within sixty (60) days after the completion of construction of improvements.

Every residential lot shall have one Crepe Myrtle (*Lagerstroemia x*) "Natchez" planted in the front yard between the servitude fronting the lot and the front building setback line. At the time the tree is planted, it shall not be less than a 30 gallon container tree. Every lot owner shall be responsible for the replacement of this tree if it should die.

Each individual lot owner, including vacant lot owners, shall be responsible for the maintenance of all landscaping on his Lot and for maintaining his Lot, Dwelling Unit, and driveway in a clean and orderly fashion at all times, and the owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Lot owners shall keep all Lots mowed at all times and free from unsightly objects, weeds, underbrush, rubbish, trash, debris and noxious weed, or other unsightly growth, in default of which the Contractor or the Association may cause such work to be performed and may demand and sue for reimbursement for such costs, penalties and reasonable attorney's fees, including the collection of said attorney's fees.

Nothing shall be altered or constructed in or removed from Common Area landscaping, if any, as shown on the final plat, except upon the written consent of Contractor or the Association.

There shall be no storage or obstructions placed or parked on any Common Area landscaping, if any, without the prior written consent of Contractor or the Association.

This Document, the restrictions contained throughout and these provisions in particular shall not apply to Contractor until the last Lot is sold to an Owner other than Contractor.

2.

Contractor does hereby amend and restate **Section 3.30** of the Declaration to read in its entirety as follows:

**Section 3.30 DRIVEWAYS.** Driveways shall be constructed of concrete. Asphalt and granular materials such as gravel, crushed stone or dirt are not permitted for use on driveways.

Contractor does hereby amend and restate **Section 9.07** of the Declaration to read in its entirety as follows:

**Section 9.07 BOARD OF DIRECTORS.** Contractor will set forth the number of Directors and the rights, duties and obligations of the Board of Directors of the Association in the Articles of Incorporation and/or the Bylaws of the Association. Notwithstanding the Articles of Incorporation and/or the Bylaws of the Association, the first set of Directors shall be appointed by Contractor and shall serve for successive one (1) year terms until replaced by Contractor or until the last lot owned by Contractor is sold or transferred to an Owner other than Contractor, after which the Directors shall be appointed by the Association as provided in the Bylaws of the Association. The Board of Directors may, by resolution, delegate portions of its authority to an executive committee or to other committees, tribunals, managers, officers of the Association or to agents and employees without a vote of Members or Owners, except as otherwise specifically provided in this Declaration, the Association's Articles of Incorporation and the Association's Bylaws.

Contractor further declares 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 Page*

THUS DONE AND SIGNED in Baton Rouge, Louisiana, on the 3<sup>rd</sup> day of August, 2023, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

**WITNESSES:**

**DSL D Homes, LLC,  
Contractor**

*Farrah Burgess*  
Name Farrah Burgess

By: *Jeffery P. Purpera, Jr.*  
Jeffery P. Purpera, Jr.,  
Authorized Agent

*Sarah Sonnier*  
Name Sarah Sonnier

*David L. Guidry*  
NOTARY PUBLIC

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

