

**State of Louisiana
Parish of East Baton Rouge**

**Second Amendment to Master Declaration of Covenants, Conditions and Restrictions
and Creation of Reciprocal Servitudes for The Grove**

BE IT KNOWN that on this 18th day of November, 2015, before me, the undersigned notary public, and in the presence of the undersigned competent witnesses, personally came and appeared:

Willow Grove-North LLC, a Louisiana limited liability company, represented herein by its duly authorized representative, Richard M. Carmouche, whose Articles of Organization were filed with the Secretary of State of Louisiana on April 10, 2006, whose principal mailing address is P.O. Box 84612, Baton Rouge, Louisiana, 70884, and whose federal taxpayer identification number is XX-XXX4367 (herein referred to as "Declarant");

who did depose and say that:

Recitals

Whereas, Declarant executed the Master Declaration of Covenants, Conditions and Restrictions and Creation of Reciprocal Servitudes for The Grove, dated April 27, 2012, and recorded with the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 622, Bundle 12407, as amended by the First Amendment to Master Declaration of Covenants, Conditions and Restrictions and Creation of Reciprocal Servitudes for The Grove, dated January 12, 2015, and recorded with the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 730, Bundle 12628 (as amended, the "Declaration");

Whereas, pursuant to Section 1.4 of the Declaration, the Declarant reserved the right to add the Additional Property to the Declaration;

Whereas, pursuant to Section 10.1 of the Declaration, the Declarant reserved the right to amend and modify the Declaration during the Appointment Period;

Whereas, the Declarant desires to add Additional Property and amend the Declaration to clarify the rights and obligations imposed thereunder;

Now therefore, the forgoing recitals being made a part hereof, Declarant declares as follows:

1. Section 2.32 of the Declaration is hereby amended so that the term "Property" includes the Additional Property identified as "**Tract WG-2C**", which tract is shown on that certain map entitled "The Grove Planned Unit Development, Phase 1, Part 1 & 2, Map Showing the Subdivision of Tract WG-2 of the Mary E. and Robert L. Kleinpeter Property into Tracts WG-2A, WG-2B, WG-2C, WG-2D, WG-2E, and WG-2F, Located in Sections 58, 59, & 60, T-7-S, R-1-E and Sections 55, 56, & 57, T-8-S, R-1-E, Greensburg Land District, East Baton

Rouge Parish, Louisiana, Prepared for Willow Grove – North, LLC,” dated April 24, 2012, and recorded with the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 526, Bundle 12407; “**Tract WG-2B-2A**”, which tract is shown on that certain map entitled “The Grove – P.U.D. (Phase 1, Part 1 & 2), Map Showing the Subdivision of Tract WG-2B-2 of the Mary E. & Robert L. Kleinpeter Property into Tracts WG-2B-2A and WG-2B-2B, Located in Section 58 T-7-S, R-1-E & Section 57 T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana, for Willow Grove – North, LLC,” dated May 14, 2014, and recorded with the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 292, Bundle 12606; and “**Tract WG-2E-1**” and that portion of “**Tract WG-2E-2**” that lies North of Dawson Creek, which tracts are shown on that certain map entitled “The Grove-P.U.D. (Phase 2A), A Subdivision Map Showing Tract WG-2E being a portion of Mary E. & Robert L. Kleinpeter Property into Tracts WG-2E-1, WG-2E-2 and ROW-1, located in Section 59, T-7-S-R-1-E & Section 55 and 56, T-8-S R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana for Willow Grove-North LLC,” prepared by Sam M. Holladay, III, PLS dated October 1, 2015, revised November 5, 2015, and recorded November 16, 2015 in the public records for East Baton Rouge Parish, Louisiana at Original 612, Bundle 12695.

2. The following is hereby added as Section 5.22 of the Declaration, “5.22 Additional Use Restriction. With the exception of Tract WG-2E-1, no portion of the Property shall be developed or used as (a) multi-family residential retirement living, commonly referred to as senior living, assisted living and/or nursing or retirement homes offering services and amenities, including but not limited to dining rooms, common living/sitting areas, laundry rooms, activity rooms, fitness and rehabilitation facilities and media and library, salon, medical and nursing services, together with certain administrative services pertinent thereto; or (b) a multi-family residential retirement living facility commonly referred to as non-assisted or independent living and offering the foregoing services and amenities.” Notwithstanding the foregoing, this restriction shall only burden the Property that is subject to the Declaration as of the date that this Second Amendment is executed, and shall only be in effect for a period of ten (10) years after the date that this Second Amendment is executed.

3. Except as modified herein, the terms and conditions of the Declaration remain in full force and effect. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Declaration.

-Signatures on the Following Page-

IN WITNESS WHEREOF, Declarant has executed this Second Amendment to Master Declaration of Covenants, Conditions and Restrictions and Creation of Reciprocal Servitudes for The Grove on the date stated above, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

Witnesses:

Willow Grove-North LLC

Name: _____

By: Richard M. Carmouche
Name: Richard M. Carmouche
Title: Authorized Representative

Name: _____

Notary

Name: _____
Bar No.: _____
Commission Exp.: _____