

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

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FILED AND RECORDED
EAST BATON ROUGE PARISH, LA
DOUG WELBORN
CLERK OF COURT AND RECORDER

**FOURTH AMENDMENT TO MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND CREATION OF RECIPROCAL
SERVITUDES FOR THE GROVE**

CUSTOMER PROVIDED COPY FOR
RECIPROCAL COPY

BY [Signature]
DEPUTY CLERK AND RECORDER

BE IT KNOWN, that on this 21st day of December, 2021, 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

A. Declarant entered into that certain Master Declaration of Covenants, Conditions and Restrictions and Creation of Reciprocal Servitudes for the Grove dated April 27, 2012 and recorded on May 4, 2012 with the office of the Clerk of Court and Recorder of Mortgages at Original 622, Bundle 12407, as amended by that certain First Amendment to Master Declaration of Covenants, Conditions and Restrictions and Creation of Reciprocal Servitudes for the Grove dated January 12, 2015 and recorded January 13, 2015 with the office of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 730, Bundle 12628, as further amended by that certain Second Amendment to Master Declaration of Covenants, Conditions and Restrictions and Creation of Reciprocal Servitudes for the Grove dated and recorded November 18, 2015 with the office of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 239, Bundle 12696, and as further amended by that certain Third Amendment to Master Declaration of Covenants, Conditions and Restrictions and Creation of Reciprocal Servitudes for the Grove dated July 17, 2017 and recorded July 18, 2017 with the office of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 083, Bundle 12827 (collectively, the "Declaration").

B. Pursuant to Section 1.4 of the Declaration, the Declarant reserved the right to add Additional Property to the Declaration.

C. Pursuant to Section 10.1 of the Declaration, the Declarant reserved the right to amend and modify the Declaration during the Appointment Period.

D. Declarant intends to convey a portion of the Property described as: (i) those certain lots or parcels of ground situated in the Parish of East Baton Rouge, Louisiana and being designated on that certain map entitled, "Final Plat of Dawson Bluff Townhomes, 1st Filing, comprising of Lots

1-51, CA-1 & CA-2, formerly Tract WG-2E-2-A, located in Section 59 T-7-S R-1-E and Section 56, T-8-S, R-1-E Greensburg Land District, East Baton Rouge Parish, Louisiana,” prepared by Matthew S. Estopinal, P.E., P.L.S., dated December 2, 2021 and recorded December 8, 2021 with the Clerk and Recorder for East Baton Rouge Parish, Louisiana at Original 962, Bundle 13153, as **LOT NUMBERS ONE (1) THROUGH FIFTY-ONE (51)**; and (ii) that certain lot or parcel of land being described as **WG-2E-2-B** being shown on that certain map entitled, “Resubdivision of Tracts WG-2C & WG-2E-2 of the Grove-P.U.D. (Phase 2A) into Tracts WG-2E-2-A, WG-2E-2-B, WG-2E-2-C and a Proposed 290’ Public Drainage Servitude, located in Sections 55, 56 & 57, T-8-S, R-1-E & Section 59 T-7-S, R-1-E Greensburg Land District, East Baton Rouge Parish, Louisiana,” prepared by Matthew S. Estopinal, P.E., P.L.S., dated September 27, 2021 and recorded October 18, 2021 with the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 477, Bundle 13142 (collectively, the “Dawson Bluff Tracts”) in several transactions for the development of residential lots on such Dawson Bluff Tracts (with each such conveyance of lots being referred to hereinafter as a “Dawson Bluff Filing”).

E. The Dawson Bluffs Tracts were previously submitted to the Declaration as “Property” pursuant to that certain Second Amendment to Master Declaration of Covenants, Conditions and Restrictions and Creation of Reciprocal Servitudes for the Grove dated and recorded November 18, 2015 with the office of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 239, Bundle 12696, solely for the purpose of imposing certain use restrictions on the Property (which included the Dawson Bluffs Tracts).

F. The provisions set forth herein with respect to the Dawson Bluff Tracts shall become effective as to each Dawson Bluff Filing (but only to the extent of property included in that filing) upon the date on which the first lot in each Dawson Bluff Filing is conveyed to a non-Declarant Owner and such provisions herein, to the extent that they conflict with any existing provisions contained in the Declaration, including but not limited to those related to the applicable Design Code, shall supersede and control with respect to each Dawson Bluff Filing.

G. Declarant desires to amend the Declaration for the purpose of subjecting the Dawson Bluff Tracts to specific provisions of the Declaration as set forth herein, exempting the Dawson Bluffs Tracts from certain provisions of the Declaration and clarifying the rights and obligations imposed upon the Owners of the Dawson Bluff Tracts thereunder.

NOW THEREFORE, the forgoing recitals being made a part hereof, Declarant declares as follows:

AGREEMENT

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Declaration.

2. Section 2.10. The Dawson Bluff Tracts comprise Block C referenced in Section 2.10 of the Declaration. In connection with the relocation of Dawson Creek, pursuant to Section 2.10(i) of the Declaration, the boundary lines of Block C, being comprised of the Dawson Bluff Tracts, shall be as depicted on the revised Exhibit D attached hereto.

3. Sections 2.46 through 2.50. The following provisions are hereby added to the Declaration as Sections 2.46 and 2.47:

“2.46 Dawson Bluff Tracts. “Dawson Bluff Tracts” shall mean the portion of the Property described as: (i) those certain lots or parcels of ground situated in the Parish of East Baton Rouge, Louisiana and being designated on that certain map entitled, “Final Plat of Dawson Bluff Townhomes, 1st Filing, comprising of Lots 1-51, CA-1 & CA-2, formerly Tract WG-2E-2-A, located in Section 59 T-7-S R-1-E and Section 56, T-8-S, R-1-E Greensburg Land District, East Baton Rouge Parish, Louisiana,” prepared by Matthew S. Estopinal, P.E., P.L.S., dated December 2, 2021 and recorded December 8, 2021 with the Clerk and Recorder for East Baton Rouge Parish, Louisiana at Original 962, Bundle 13153, as **LOT NUMBERS ONE (1) THROUGH FIFTY-ONE (51)**; and (ii) that certain lot or parcel of land being described as **WG-2E-2-B** being shown on that certain map entitled, “Resubdivision of Tracts WG-2C & WG-2E-2 of the Grove-P.U.D. (Phase 2A) into Tracts WG-2E-2-A, WG-2E-2-B, WG-2E-2-C and a Proposed 290’ Public Drainage Servitude, located in Sections 55, 56 & 57, T-8-S, R-1-E & Section 59 T-7-S, R-1-E Greensburg Land District, East Baton Rouge Parish, Louisiana,” prepared by Matthew S. Estopinal, P.E., P.L.S., dated September 27, 2021 and recorded October 18, 2021 with the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 477, Bundle 13142”

“2.47 Dawson Bluff Filing. Each “Dawson Bluff Filing” shall mean the resubdivision of all or a portion of the Dawson Bluff Tracts into individual lots created upon the Recordation of a Final Plat of such lots. Each Dawson Bluff Filing shall be subject to the terms of conditions of this Declaration upon the date of conveyance of the first lot in such Dawson Bluff Filing to a non-Declarant Owner. Until such time as all of the Dawson Bluff Tracts have been resubdivided into individual lots pursuant to a Dawson Bluff Filing, such remaining portions of the Dawson Bluff Tracts shall be considered Additional Property under this Declaration. Portions of the Dawson Bluff Tracts not yet included in a Dawson Bluff Filing shall remain “Additional Property” as that term is defined in the Declaration.”

“2.48 Dawson Bluff Lots. “Dawson Bluff Lots” shall mean the residential lots created pursuant to each Dawson Bluff Filing.”

“2.49 Dawson Bluff Owner. “Dawson Bluff Owner” shall mean any person or entity that acquires fee simple title to any of the Dawson Bluff Lots.”

“2.50 Dawson Bluff Sub-Association. The “Dawson Bluff Sub-Association” shall mean the Dawson Bluff Townhome Homeowners Association, Inc., a Louisiana nonprofit corporation, its successors and assigns. This Dawson Bluff Sub-Association shall be subject to the Association and the terms of this Declaration.”

4. Section 3.1.2. Section 3.1.2 of the Declaration is hereby amended and restated in its entirety as follows: **“3.1.2** During the Appointment Period, the Board of Directors shall be composed of up to three (3) individuals. The initial members of the Board of Directors shall be appointed by the Declarant, as set forth below. After the Appointment Period, the Board of Directors shall be composed of two (2) at large directors, elected by the majority of the Owners (with rights of cumulative voting), one (1) director represented by a majority of the Voting Power

of the Dawson Bluff Lots, plus one (1) director from each of the Blocks established in the Declaration, selected by a majority of the Voting Power of the Owners of that respective Block. In the event of a conflict between the provisions of this Section 3.1.2 and the Articles of Incorporation, the By-Laws, or any other organizational document of the Association, this Section 3.1.2 shall govern."

5. Section 3.3. The following sentence is hereby added to the end of Section 3.3 of the Declaration: "Notwithstanding any contrary provision of this Declaration (including, without limitation, any provision of Section 4.13), no Rules and Regulations unique to and solely affecting the Dawson Bluff Lots shall be enacted without the prior written approval of the Declarant during the Appointment Period, and after the expiration of the Appointment Period, a majority of the Dawson Bluff Owners."

6. Section 4.24. The following sentence is hereby added to the end of Section 4.24 of the Declaration: "Notwithstanding anything to the contrary herein, this Section 4.24 shall not apply to the Dawson Bluff Tracts or the Dawson Bluff Owner."

7. Section 5.2. The following provisions are hereby added to the end of Section 5.2 of the Declaration: "Block C shall be developed and used in accordance with the PUD Approval, provided, however, that portion of the Dawson Bluff Tracts set forth on the approved preliminary site plan attached hereto as Exhibit J and incorporated herein is hereby exempt from any and all approval rights (including plan submission and approval) of the Association, the Board of Directors or the Declarant for so long as the final site plan does not materially differ from the approved preliminary site plan and is in accordance with the PUD Approval. The Dawson Bluff Tracts shall be developed and used in accordance with the PUD Approval."

8. Section 5.3. The following sentence is hereby added to the end of Section 5.3 of the Declaration: "Notwithstanding anything to the contrary herein, this Section 5.3 shall not apply to the Dawson Bluff Tracts. Specific plan approval is delegated to the Dawson Bluff Sub-Association."

9. Section 5.4. The following sentence is hereby added to the end of Section 5.4 of the Declaration: "Notwithstanding anything to the contrary herein, this Section 5.4 shall not apply to the Dawson Bluff Tracts. Specific restrictions on improvements is delegated to the Dawson Bluff Sub-Association."

10. Section 5.6. The following sentence is hereby added to the end of Section 5.6 of the Declaration: "Notwithstanding anything to the contrary herein, this Section 5.6 shall not apply to any portion of Block C or any Dawson Bluff Owner, subject to the undue delay of any such Dawson Bluff Owner in the exterior construction of any Improvements started on any portion of Block C."

11. Section 5.7. The following sentence is hereby added to the end of Section 5.7 of the Declaration: "Notwithstanding anything to the contrary herein, this Section 5.7 shall not apply to any portion of Block C or any Dawson Bluff Owner."

12. Section 5.8. The following sentence is hereby added to the end of Section 5.8 of the Declaration: "Notwithstanding anything to the contrary herein, this Section 5.8 shall not apply to any portion of Block C or any Dawson Bluff Owner."

13. Section 5.9. The following sentence is hereby added to the end of Section 5.9: "Notwithstanding anything to the contrary herein, this Section 5.9 shall not apply to any portion of Block C or any Dawson Bluff Owner."

14. Section 7.6. The following sentence is hereby added to the end of Section 7.6: "Notwithstanding anything to the contrary herein, this Section 7.6 shall not apply to any portion of Block C."

15. Section 8.3. Section 8.3 of the Declaration of the Declaration is hereby amended and restated in its entirety as follows:

"8.3 Common Assessments and Apportionment. The Association shall allocate all fees for maintenance of Association Properties as set out herein. There will be two categories of Common Assessments, namely, Category One Assessments and Category Two Assessments. "Category One Assessments" are the Assessments necessary for the Association to maintain the Common Areas for the benefit of all Owners within the Property, without duplication of any fees included in Category Two Assessments. "Category Two Assessments" are the assessments due to the Mall of Louisiana for access and use of the road from the Property to Picardy Lane as set forth in that certain Ground Lease by and between the Association and GGP-Mall of Louisiana, L.P. dated April 1, 2007. Category One Assessments will be determined by the Association and apportioned pro-rata based upon Voting Power, unless otherwise apportioned to a particular lock or Sub-Association as set forth in Section 3.6. Category Two Assessments will be determined by the Association and apportioned pro-rata based upon a fraction, the numerator of which is the total usable acreage of each individual Tract and the denominator of which is the total square footage of the Property subject to the Association, which is currently sixty-one (61) acres. Notwithstanding anything to the contrary herein, the pro-rata percentage of Category Two Assessments allocated to Tract WG-2A shall be fixed at 8.07%. The Declarant or the Owners of each Block shall have the right to establish a Sub-Association comprised of such Owners, as detailed more fully in Section 3.6 above, to determine among themselves how to allocate the Common Assessments within such Block. Subject to Section 3.1.5 and in the event of a default by the Association, the Block A Maintenance Costs shall be collected from the Owners as Category One Assessments pursuant to this Section 8.3. Within sixty (60) days of the end of any Assessment Period, the Owner of Tract WG-2D-B shall prepare and deliver an invoice detailing the Block A Maintenance Costs incurred during the prior Assessment Period, if any (the "Block A Maintenance Costs Invoice"). The Association shall pay the Block A Maintenance Costs Invoice in full within thirty (30) days of its receipt of the Block A Maintenance Costs Invoice. Notwithstanding anything to the contrary herein, in no event shall the pro-rata percentage of any Category Two Assessment allocated to any tracts of Block A exceed the total usable acreage of the tracts of Block A divided by the total square footage of the Property subject to the Association, which is currently sixty-one (61) acres. The Association shall have the right to adjust the total usable acreage following the development of the Property, including any Additional Property added thereto, provided that the total usable acreage shall in no event be less than sixty-one (61) acres. Further, notwithstanding anything set forth to the contrary herein, the pro-rata percentage of Assessments allocated to the

Dawson Bluff Tracts by the Master Association shall be 22.1295% of the Category One allocated to the Dawson Bluff Tracts and shall be assessed proportionally to the Dawson Bluff Lots. Until the Dawson Bluff Tracts are fully developed, the Category One Assessment shall be allocated between the Dawson Bluff Lots and the vacant lots. Category Two Assessment shall be allocated \$96.02 for each Dawson Bluff Lot for each year through December 31, 2023. The Dawson Bluffs Sub-association shall impose these amounts as Assessments against the Dawson Bluff Lots and shall remit such amounts in bulk to the Master Association.

16. Section 8.7. The following sentence is hereby added to the end of Section 8.7: "Notwithstanding anything set forth herein to the contrary, Assessments shall commence with respect to the Dawson Bluff Lots six (6) months after the date of the sale of each Dawson Bluff Filing."

17. Exhibit D. Exhibit D of the Declaration is hereby amended in its entirety and replaced with Exhibit D attached hereto and incorporated into the Declaration

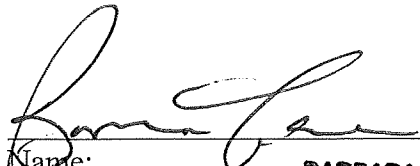
18. Exhibit J. Exhibit J attached hereto is hereby attached to and incorporated into the Declaration.

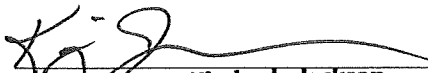
19. Miscellaneous. In the event that any provisions in the Declaration, as amended, conflicts with any existing provisions in the Declaration, prior to this Fourth Amendment, then the provisions in this Fourth Amendment shall supersede and control. Except as modified herein, the terms and conditions 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 Fourth 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:



Name: _____ **BARBARA PATEL**


Name: _____ **Kimberly Jackson**

DECLARANT:

Willow Grove-North LLC

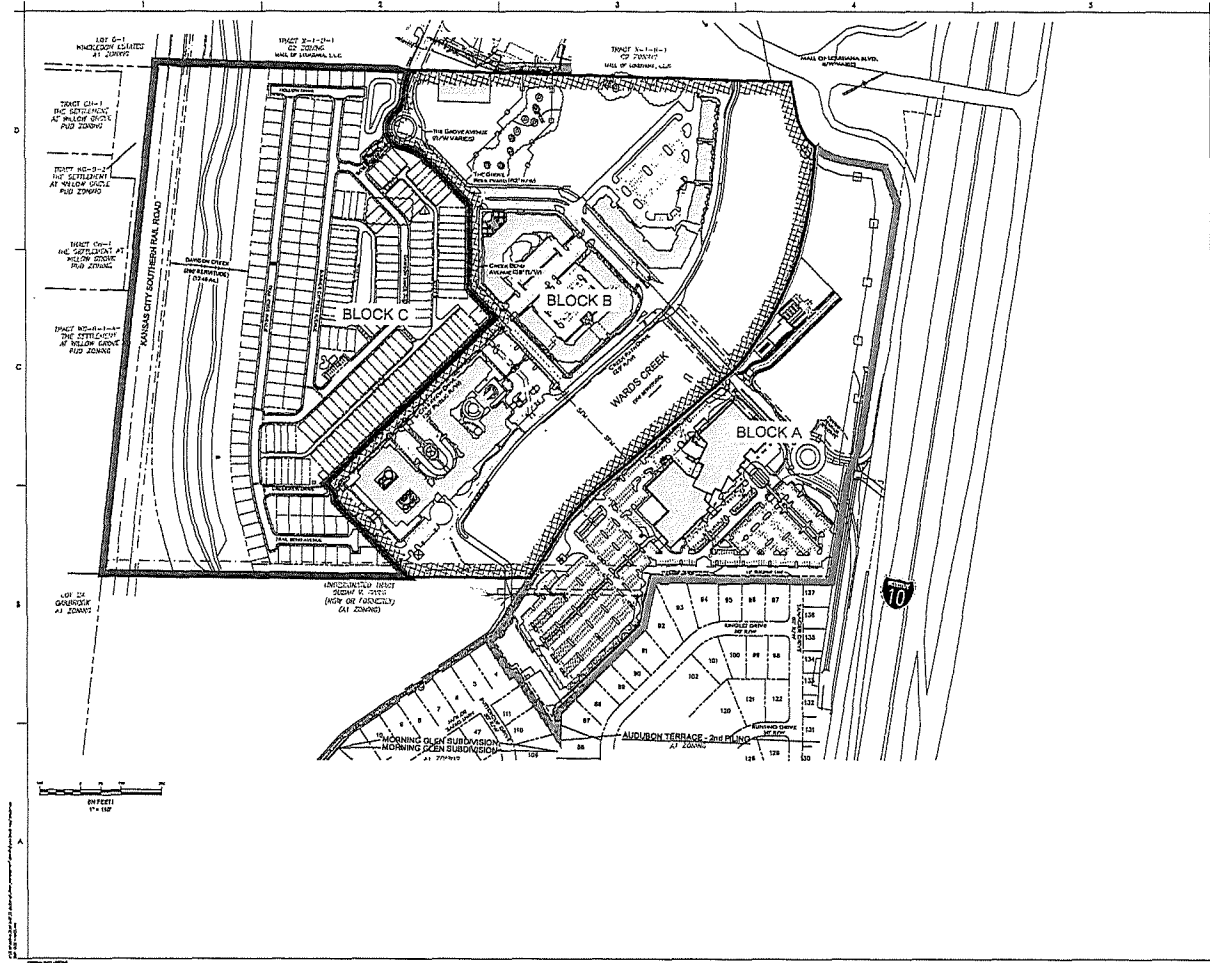
By: 
Name: Richard M. Carmouche
Title: Authorized Representative



Notary Public

Name: _____ **Randy Paul Roussel**
Bar No.: _____ **Bar Roll No. 14387**
Commission Exp.: _____ **Notary Public, State of Louisiana**
My Commission is for Life.

EXHIBIT D Map Showing Boundaries of Blocks



Stantec
1800 Project Ave, Suite 400
St. Louis, MO 63103
www.stantec.com

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Notes	
Legend	
BLOCK A	
BLOCK B	
BLOCK C	

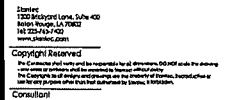
Block	Area	Perimeter
Block A	100	100
Block B	100	100
Block C	100	100

Block	Area	Perimeter
Block A	100	100
Block B	100	100
Block C	100	100

Client/Project Logo

Client/Project
WILLOW GROVE-NORTH, LLC
THE GROVE PUD 5-07
Baton Rouge, Louisiana
The
OVERALL DEVELOPMENT-
BLOCK PLAN
REVISION 1
Project No.
51281618
Revision Sheet
Drawing No.
EXH-D

EXHIBIT J



Revision	By	Appd	TTTCAHLOO
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Pamit/Sad

Client/Project Logo

Title
GROVE TOWNHOME EXHIBIT

Project No. 512615450	Scale
Revision Sheet	Drawing No. C1.0