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**STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE**

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

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

**BE IT KNOWN** that on this 17<sup>th</sup> day of July, 2017, before me, the undersigned notary(ies) 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, and whose principal mailing address is P.O. Box 84612, Baton Rouge, Louisiana, 70884 (the "Declarant");

**Willow Grove North Home Owners Association, Inc.**, a Louisiana non-profit corporation, represented herein by its duly authorized representative, Richard M. Carmouche, whose Articles of Incorporation were filed with the Secretary of State of Louisiana on February 21, 2007, and whose principal mailing address is P.O. Box 84612, Baton Rouge, Louisiana, 70884 (the "Association");

and

**WGN Phase I 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 12, 2012, and whose principal mailing address is P.O. Box 84612, Baton Rouge, Louisiana, 70884 (the "WGN");

who did depose and say that:

**Recitals**

**WHEREAS**, the 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 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 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 and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 239, Bundle 12696 (collectively, 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 and the Association desire to further amend the Declaration pursuant to this Third Amendment to Master Declaration of Covenants, Conditions and Restrictions and Creation of Reciprocal Servitudes for The Grove (this "Amendment"); and

**WHEREAS**, WGN, as owner of certain property subject to the Declaration, wishes to join in this Amendment to acknowledge and accept the provisions hereof.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant and the Association hereby agree as follows:

1. **AMENDMENTS**. The Declaration shall be amended as follows:

A. Section 2.3. Section 2.3 is hereby amended to add the following to the end of the first sentence "or (d) the date Richard M. Carmouche, Cathy Carmouche, and Michael P. Carmouche do not own, in the aggregate, at least 50% of the outstanding membership interests of Declarant."

B. Section 2.10. Section 2.10 of the Declaration is hereby amended in its entirety and replaced with the following:

**"2.10 Block.** "Block" shall mean Blocks A, B, and C shown on the map attached hereto as Exhibit "D". Notwithstanding anything to the contrary in this Declaration, the Articles of Incorporation or the By-Laws, and for so long as Declarant has the right to appoint the Board of Directors, the boundary lines of the Blocks depicted on Exhibit "D" shall not be altered and the number of Blocks shall not be increased or decreased without the prior written consent of Declarant and the Owner of Tract WG-2D-B (as defined herein); provided, however, (i) the boundary lines of Blocks A, B, and C shall be altered so that all of the land of a Tract or Tracts is entirely within a single Block upon the relocation of Dawson's Creek and/or the submittal of any portion of the Additional Property to the Declaration, as necessary, and (ii) Block B and Block C may be altered without the consent of the Owner of Tract WG-2D-B to incorporate any Additional Property described in Exhibit 'B'."

C. Section 2.32. Section 2.32 of the Declaration is hereby amended so that the term "Property" includes the Additional Property identified as "Tract WG-2D-A", "Tract WG-2D-B", "Tract WG-2D-C", "Tract WG-2D-D", and "Tract WG-2D-E", which tracts are shown on that certain map entitled "Plat Showing Resubdivision of Tract WG-2D and Tract "A" into WG-2D-A, WG-2D-B, WG-2D-C, WG-2D-D and WG-2D-E," Located in Sections 59 & 60, Township 7 South – Range 1 East and Located in Sections 55 & 56, Township 8 South – Range 1 East, Inniswold, East Baton Rouge Parish,

Louisiana, prepared by Acadia Land Surveying, LLC, dated June 8, 2017, 2017, recorded on June 8, 2017 in the office of the Clerk and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 334, Bundle 12818.”

- D. Sections 2.42 through 2.45. The following are hereby added as Sections 2.42 through 2.45 of the Declaration:

**“2.42 Owner of Tract WG-2D-B.** “Owner of Tract WG-2D-B” or any subdivisions thereof shall mean any person or entity that acquires fee simple title to any portion of Tract WG-2D-B.”

**2.43 Ochsner Clinic Foundation.** “Ochsner” shall mean OCHSNER CLINIC FOUNDATION, a Louisiana non-profit corporation.

**2.44 Block A Maintenance Areas.** “Block A Maintenance Areas” shall mean those areas shown on Exhibit “G” attached hereto and incorporated herein.”

**2.45 Block A Maintenance Costs.** “Block A Maintenance Costs” are the maintenance cost incurred by the Owner of Tract WG-2D-B in maintaining the Block A Maintenance Areas pursuant to Section 3.1.5 or Section 8.3 of this Declaration.”

- E. Section 3.1.2. Section 3.1.2 is hereby amended in its entirety and replaced with the following:

**“3.1.2** During the Appointment Period, the Board of Directors shall be composed of up to three 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), plus one director from each of the three (3) Blocks represented by a majority of the Voting Power of the Owners of that 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.”

- F. Section 3.1.5. The following is hereby added as Section 3.1.5 of the Declaration:

**“3.1.5. Maintenance of the Block A Maintenance Areas.** The Association is responsible for managing, operating, caring for, maintaining and repairing the Block A Maintenance Areas and keeping the same in a safe, attractive and desirable condition for the use and enjoyment of the Owners. Notwithstanding anything to the contrary herein, the Owner of Tract WG-2D-B shall have the right

to care for, maintain and repair the Block A Maintenance Areas should the Association fail to ensure the Block A Maintenance Areas remain in a safe, attractive and desirable condition for the use and enjoyment of the Owners upon (i) written notice to the Association of the specific failure(s) of care, maintenance or repair, which written notice shall include an estimated cost to cure said failure(s), and (ii) the failure of the Association to cure said failure(s) within thirty (30) days from the receipt of the written notice (unless delay is caused by an event of force majeure or civil disobedience). The Owner of Tract WG-2D-B's maintenance of the Block A Maintenance Areas upon the terms and conditions provided in this Section 3.1.5 shall be in addition to and shall not relieve any other person or entity of its maintenance obligations under this Declaration or any other agreement, ordinance or law. The expenses incurred by the Owner of Tract WG-2D-B in performing any of the foregoing shall be billed to the Association as a Block A Maintenance Cost and reimbursed to the Owner of Tract WG-2D-B in accordance with Article 8. Declarant and the Association hereby establish in favor of Tracts comprising Block A and the Owner of Tract WG-2D-B a nonexclusive predial servitude of reasonable access, ingress and egress over, under and across the Tracts and any Association Properties for the purpose of carrying out its right to care, maintain and repair the Block A Maintenance Areas in accordance with this Section 3.1.5. A provision providing the Owner of Tract WG-2D-B with such voluntary rights shall be included in all dedication instruments to the extent any portion of the Block A Maintenance Areas are dedicated to a governmental authority. The foregoing shall not impose any obligation on the Owner of Tract WG-2D-B to maintain the Block A Maintenance Areas."

- G. Section 3.3. The following is hereby added to the end of Section 3.3: "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 Block A shall be enacted without the prior written approval of the Owner of Tract WG-2D-B."
- H. Section 3.6. The following is hereby added to the end of Section 3.6: "Notwithstanding anything to the contrary herein, no Sub-Association for Block A shall be created without the Owner of Tract WG-2D-B's prior written consent. Any Sub-Association for Block A shall be controlled, managed and governed by the Owner of Tract WG-2D-B."
- I. Section 4.1. The following sentences are hereby added to the end of Section 4.1: "Notwithstanding anything to the contrary herein, the Association shall not enter into any transactions pursuant to Sections 4.12, 4.17, and 4.18 of this Declaration, except with the approval of the Owner of Tract WG-2D-B, which approval shall not be unreasonably withheld, when (a) any counterparty receiving payment from the transaction is an affiliated entity of an Owner or Declarant, (b) upon any such transaction, the Common Assessments for the year in which the transaction is consummated increase by more than 7% from

the prior year, or (c) the aggregate cost of the transaction to the Association shall be greater than \$50,000.00 annually. Notwithstanding anything to the contrary herein, the Association shall not enter into transactions or contracts pursuant to Sections 4.19, 4.20 and 4.25 of this Declaration, except with the approval of the Owner of Tract WG-2D-B, which approval shall not be unreasonably withheld, when (x) any counterparty receiving payment from the Association is an affiliated entity of an Owner or Declarant or (y) the overall financial commitment related to the transaction or contract would exceed \$30,000.00 annually."

J. Section 4.24. The following is hereby added to the end of Section 4.24: "Notwithstanding anything to the contrary herein, this Section 4.24 shall not apply to Tract WG-2D or the Owner of Tract WG-2D."

K. Section 5.2. The following is hereby added to the end of Section 5.2: "Block A shall be developed and used in accordance with the PUD Approval, provided, however, that portion of Tract WG-2D-B set forth on the approved preliminary site plan attached hereto as Exhibit "H" 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. Tract WG-2D-A shall be developed and used in accordance with the PUD Approval. The Table of Uses allocated to Block A is attached hereto as Exhibit "T". The uses of Tract WG-2D-A are hereby exempt from any and all approval rights (excepting plan submission and approval, which shall remain a requirement of the Owners of Tract WG-2D-A to ensure compliance with Section 5.3 and Section 5.4) of the Association, the Board of Directors, or the Declarant for so long as such uses are consistent with the uses for "Parcel A-2" set forth on the Table of Uses attached hereto as Exhibit "T". The PUD Approval shall not be amended or modified in any manner that would have a material adverse effect on Tracts WG-2D-A and WG-2D-B or the Owner(s) of Tracts WG-2D-A and WG-2D-B without the Owner(s) of Tracts WG-2D-A's and WG-2D-B's prior written consent. Any amendment or modification for which the Owner(s) of Tracts WG-2D-A's and/or WG-2D-B's consent is required hereunder shall not be effective until the Owner(s) of Tracts WG-2D-A's and WG-2D-B's written consent is obtained. For as long as Declarant owns undeveloped parcels of the Property, the Owner(s) of Tracts WG-2D-A and WG-2D-B shall not change the Table of Uses without Declarant's prior written consent."

L. Section 5.3. The following is hereby added to the end of Section 5.3: "Notwithstanding anything to the contrary herein, this Section 5.3 shall not apply to the Tract WG-2D-B. The plans for the construction or physical alteration of any Improvements to or on the Tract WG-2D-A, including but not limited to the location of Improvements, landscaping, location of service

drives, trash bins/dumpsters, loading docks, and signage, shall remain subject to approval pursuant to this Section 5.3, provided that such approval shall not be unreasonably withheld or conditioned. Notwithstanding the foregoing or anything else to the contrary herein, the Owner of Tract WG-2D-A shall not be obligated to construct Improvements in accordance with any architectural style. The approval of construction or physical alteration of any Improvements to or on Tract WG-2D-A, including but not limited to the location of Improvements, landscaping, location of service drives, trash bins/dumpsters, loading docks, and signage shall not be unreasonably withheld if the same are similar in style and design as to the Improvements to or on Tract WG-2D-B."

M. Section 5.4. The following is hereby added to the end of Section 5.4: "Notwithstanding anything to the contrary herein, this Section 5.4 shall not apply to the Tract WG-2D-B. All Improvements on Tract WG-2D-A shall only be required to comply with the following restrictions:

- All Improvements on Tract WG-2D-A shall at all times be located entirely within permissible building lines and all set back requirements imposed by the Uniform Development Code.
- The minimum finished grade of elevation of any Improvements constructed within Tract WG-2D-A shall be as required by the Department of Public Works of East Baton Rouge Parish, State of Louisiana.
- Improvements shall not exceed the maximum number of stories in height as indicated in the PUD Approval.
- An enclosure for mechanical equipment shall be included in the design of Tract WG-2D-A and shall be in compliance with all applicable rules and regulations.
- All exterior equipment, rear service areas, exterior dumpsters, trash containers and other refuse disposal facilities on Tract WG-2D-A shall be screened from view from any public street or Wards Creek and constructed in a manner to reduce noise. Screening materials shall be made of the same material or material of equal quality and appearance as the exterior finish of the main buildings on Tract WG-2D-A (or any resubdivisions thereof)."

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

O. Section 5.8. The following is hereby added to the end of Section 5.8: "Notwithstanding anything to the contrary herein, this Section 5.8 shall not apply to any portion of Block A or any Owner of any portion of Block A."

- P. Section 5.9. The following 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 A or any Owner of any portion of Block A.”
- Q. Section 5.11. The following is hereby added to the end of Section 5.11: “Notwithstanding anything to the contrary herein, this Section 5.11 shall not apply to any portion of Block A, except the prior written consent of the Association shall be necessary before any Owner of any portion of Block A installs a sign or signs to the exterior of any Improvements, which consent shall not be unreasonably withheld or conditioned and will be deemed given if the Association does not respond within twenty (20) days of such Owner of requesting the same. Pylon signs (not including monument or any other freestanding signage) shall be prohibited on any portion of Block A unless consented to in writing by the Association. Entrance signage to any portion of Block A, including but not limited to monument signage, shall include reference to ‘The Grove.’”
- R. Section 5.20. The following is hereby added to the end of Section 5.20: “The foregoing shall not prohibit chilled water or similar facilities on any portion of Block A.”
- S. Section 5.23. The following is hereby added as Section 5.23 of the Declaration:

**“Section 5.23 Additional Use Restriction.**

- (a) Restricted Medical Uses. No portion of the Property (excluding Tract WG-2A, WG-2D-A, WG-2D-B, Tract WG-2B-1, Tract WG-2B-2B, and Tract WG-2E-1, which tracts are not subject to this restriction), shall be developed or used for a hospital, an outpatient or inpatient surgery or surgical center, general acute care hospital, oncology center, diagnostic center, imaging center, outpatient clinic, urgent care, emergency room facility, birthing center, or a rehabilitation, inhalation, or respiratory center (the “Restricted Medical Uses”), so long as the medical facility or center located on Tract WG-2D-B (the “Tract WG-2D-B Medical Center”) is operated for one or more of the Restricted Medical Uses.
- (b) Emergency Room Use. No portion of Tract WG-2D-A shall be used as an emergency room; this use restriction may be waived or modified by the Declarant, and upon expiration or relinquishment of his rights, by the Association.
- (c) Permitted Medical Uses. Notwithstanding anything contained in this Section 5.23 to the contrary, the Property may be used for

veterinarian, dental, orthodontic, and physical therapy offices. Additionally, the Property may be used for medical offices from which dermatology, aesthetic, ophthalmology or optometry practices or services are conducted or provided or other medical practices or services, provided that such medical offices neither (i) provide or operate as any Restricted Medical Use nor (ii) at the time of any future acquisition of the Property and for a period of fifteen (15) years thereafter, are owned or operated by a healthcare provider that is in the business of operating facilities for a Restricted Medical Use.

(d) Retirement, Senior, and Assisted Living Use. Nothing in this Section 5.23 shall be construed to prohibit any medical use on the Property that is accessory to a multi-family residential retirement home, senior living facility, or assisted living facility.

(e) Termination. The use restrictions contained in this Section 5.23 shall terminate if, for a period of at least two (2) years (exclusive of any period that operations cease due to a casualty, remodeling, or repair that would prevent operations), the Owner of Tract WG-2D-B fails to operate the Tract WG-2D-B Medical Center for any Restricted Medical Uses on Tract WG-2D-B. The Tract WG-2D-B Medical Center shall be considered operating for purposes of this Section 5.23 notwithstanding the suspension of active operations occurring during force majeure events (even if the center does not sustain physical damage) and for a reasonable time period thereafter (but not more than two (2) years)."

(f) Waiver. Any of the restrictions set forth in Section 5.23(a) may be modified or waived by the Owner of Tract WG-2D-B.

T. Section 6.13. The following is hereby added to the end of Section 6.13: "Notwithstanding anything to the contrary herein, the Owner of Tract WG-2D-E shall have the right and obligation, without obtaining the consent of the Owners, to dedicate Tract WG-2D-E, for providing access from Grove Boulevard to the Interstate 10 Access Road, to the public or any governmental agency or authority, for such purposes and subject to such terms and conditions as deemed appropriate; provided, however, if Tract WG-2D-E is not accepted by the public or any governmental agency or authority, the Owner of Tract WG-2D-E shall grant to the Association and the Owners a servitude and right of passage in, over, on and across Tract WG-2D-E in favor of all Tracts located in Block B and Block C now and in the future."

U. Section 7.4. The following is hereby added to the end of Section 7.4: "Notwithstanding anything to the contrary herein, this Section 7.4 shall not apply to any portion of Block A, subject to the Owner of any portion of Block



A's obligation to keep such portion of Block A in a safe, attractive and desirable condition."

V. Section 7.6. The following 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 Block A."

W. Section 8.3. Section 8.3 of the Declaration is hereby amended in its entirety and replaced with the following:

**"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.”

X. Section 8.4. The following is hereby added to the end of Section 8.4:

“Notwithstanding anything to the contrary herein, the Board shall not approve a Budget containing an amount for amounts deemed necessary or desirable to create, replenish or add major capital repairs, replacements and Improvements for Association Properties greater than \$50,000, except with the approval of the Owner of Tract WG-2D-B, which approval shall not be unreasonably withheld, conditioned or denied.”

Y. Section 8.5. The following is hereby added to the end of Section 8.5:

“Notwithstanding anything to the contrary herein, in any Assessment Period, the Board shall not levy a Common Assessment for items outside of the normal operating activities of the Association in an aggregate amount greater than \$50,000, except with the approval of the Owner of Tract WG-2D-B, which approval shall not be unreasonably withheld.”

Z. Section 8.17. The following is hereby added to the end of Section 8.17:

“Notwithstanding anything to the contrary herein, this Section 8.17 shall not apply to any portion of Block A owned by Ochsner, Ochsner Health System, or an entity in part owned or controlled, directly or indirectly, by Ochsner, Ochsner Health System or Ochsner Community Hospitals or any of their principals or members.”

AA. Section 10.1. Section 10.1 of the Declaration is hereby amended in its entirety and replaced with the following:

**“10.1 Right of Amendment.** During the Appointment Period, the Declarant reserves the right to amend this Declaration one or more times in any manner or for any purpose deemed necessary or appropriate in the sole discretion of the Declarant; provided, however, that any such amendments shall not cause a material adverse effect on the rights of Owners hereunder other than the Declarant. Any amendment of this Declaration shall be in writing and shall be effective when filed for Recordation in East Baton Rouge Parish, State of Louisiana. The amendment may increase or decrease sizes of Tracts, square footage requirements, or other amendments as determined by the Declarant to be in furtherance of the development of the Property. In the event an amendment to this Declaration would have a materially adverse effect on the Property, then for so long as a HUD insured lender is a First Mortgagee of any portion of the Property, Declarant shall be required to obtain the written consent of HUD and the HUD insured lender before such amendment shall be binding or effective against the effected portion of the Property. Notwithstanding anything to the contrary herein, any amendment to the Declaration that modifies the provisions contained in the Third Amendment to Master Declaration of Covenants, Conditions and Restrictions and Creation of Reciprocal Servitudes dated July \_\_,

2017, or that would have a material adverse effect on any portion of Block A or any Owner of any portion of Block A shall require such Owner's written consent before such amendment shall be binding or effective against such Owner or such Owner's portion of Block A."

BB. Section 10.3. The following is hereby added to the end of Section 10.3: "This Section is subject to Section 10.1 with respect to the Owner of Tract WG-2D-B's approval rights."

- A. Exhibit "B". Exhibit "B" is hereby amended in its entirety and replaced with Exhibit "B" attached hereto and incorporated into the Declaration.
- B. Exhibit "D". Exhibit "D" is hereby amended in its entirety and replaced with Exhibit "D" attached hereto and incorporated into the Declaration.
- C. Exhibit "G". Exhibit "G" attached hereto is hereby attached to and incorporated into the Declaration.
- D. Exhibit "H". Exhibit "H" attached hereto is hereby attached to and incorporated into the Declaration.
- E. Exhibit "I". Exhibit "I" attached hereto is hereby attached to and incorporated into the Declaration.

2. **RATIFICATION**. Except as expressly amended hereby, the Declaration is hereby confirmed and ratified in all respects by each of the parties thereto.

3. **AUTHORITY**. Each of the parties represents and warrants that it has the full capacity, right, power and authority to execute, deliver and perform this Amendment, and all required actions, consents and approvals therefor have been duly taken and obtained.

4. **COUNTERPARTS; FACSIMILES**. This Amendment may be executed in separate counterparts each of which shall be an original and all of which shall be deemed to be one and the same instrument. Facsimile or portable document format signatures shall be deemed an original for all purposes under this Amendment.


[SIGNATURE PAGES TO FOLLOW]


**THUS DONE AND PASSED**, in multiple originals, in East Baton Rouge Parish, Louisiana, on July 17, 2017, and in the presence of the undersigned, good and competent witnesses, who hereunto sign their names with said Declarant and me, Notary, after reading of the whole.


**WITNESSES:**


**DECLARANT:**

**WILLOW GROVE-NORTH LLC,**  
a Louisiana limited liability company

  
Print Name: Paul F. Guanisio

  
Print Name: PAUL F. GUANISIO

By:   
Name: Richard M. Carmouche  
Its: Manager

  
NOTARY PUBLIC  
Bar No./Notarial ID: 34872 / 94415  
My commission expires AT DEATH




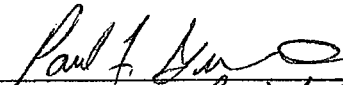
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**WITNESSES:**


**ASSOCIATION:**

**WILLOW GROVE NORTH HOME  
OWNERS ASSOCIATION, INC.,**  
a Louisiana nonprofit corporation

  
Print Name: Paul F. Givens

  
Print Name: PAUL F. GIVENS

By:   
Name: Richard M. Carmouche  
Its: \_\_\_\_\_

  
NOTARY PUBLIC  
Bar No./Notarial ID: 32872/94475  
My commission expires AT DEATH



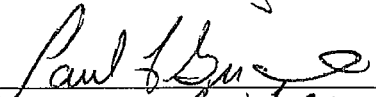
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WITNESSES:

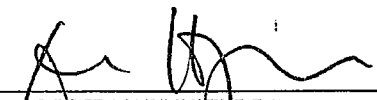
WGN:

WGN PHASE I LLC,  
a Louisiana limited liability company

  
Print Name: Paul F. Bunge

  
Print Name: PAUL F. BUNGE

By:   
Name: Richard M. Carmouche  
Its: Manager

  
NOTARY PUBLIC  
Bar No./Notarial ID: 32872 / 91475  
My commission expires AT DEATH



## EXHIBIT "B"

### Additional Property

Three (3) certain tracts of land described as Tract WG-2D, Tract WG-2E and Tract WG-2F, and more particularly described on that map entitled "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 Section 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," dated March 16, 2012, recorded on May 4, 2012 at Original 538, Bundle 12407;

and, if purchased or otherwise obtained by Declarant,

That certain tract of land at the convergence of Dawson's Creek and Ward's Creek, as shown and labeled as a "Future Area" in Block B on the map attached hereto as Exhibit "B-1", to be revised and more particularly described pursuant to a final survey thereof;

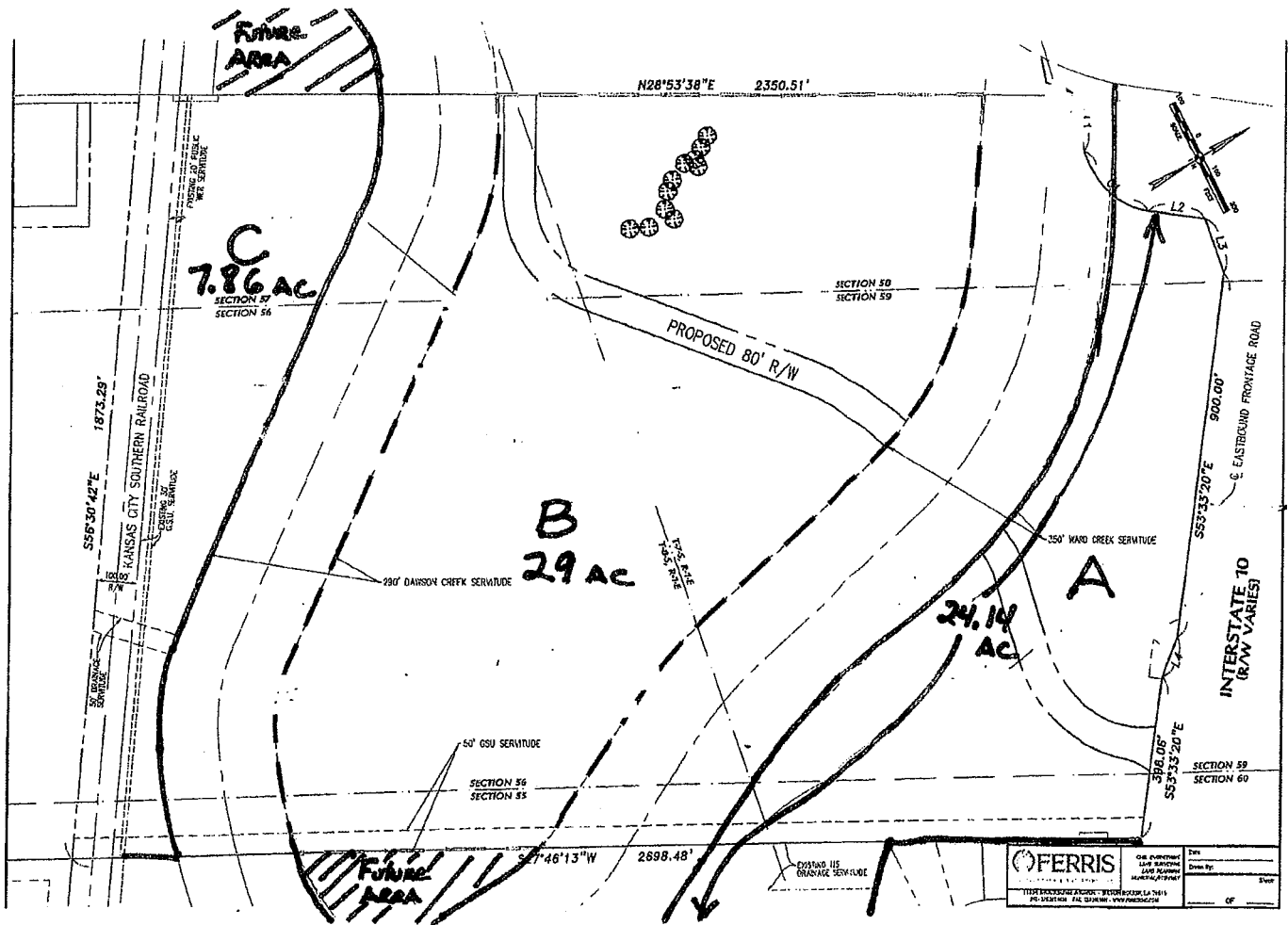
and, if purchased by Declarant

That certain tract of land east of the AMC Mall of Louisiana 15 Theater and west of the Property, as shown and labeled as a "Future Area" in Block C on the map attached hereto as Exhibit "B-1", to be revised and more particularly described pursuant to a final survey thereof.

**EXHIBIT "B-1"**

[attached]





<b>FERRIS</b> SURVEYING & ENGINEERING 1101 KENNEDY BLVD., SUITE 100 HOUSTON, TX 77058 PH: 713.761.1100 FAX: 713.761.1101 WWW.FERRISURV.COM	DATE:	_____
	DRAWN BY:	_____
	CHECKED BY:	_____

## **EXHIBIT “D”**

### Depiction of Blocks

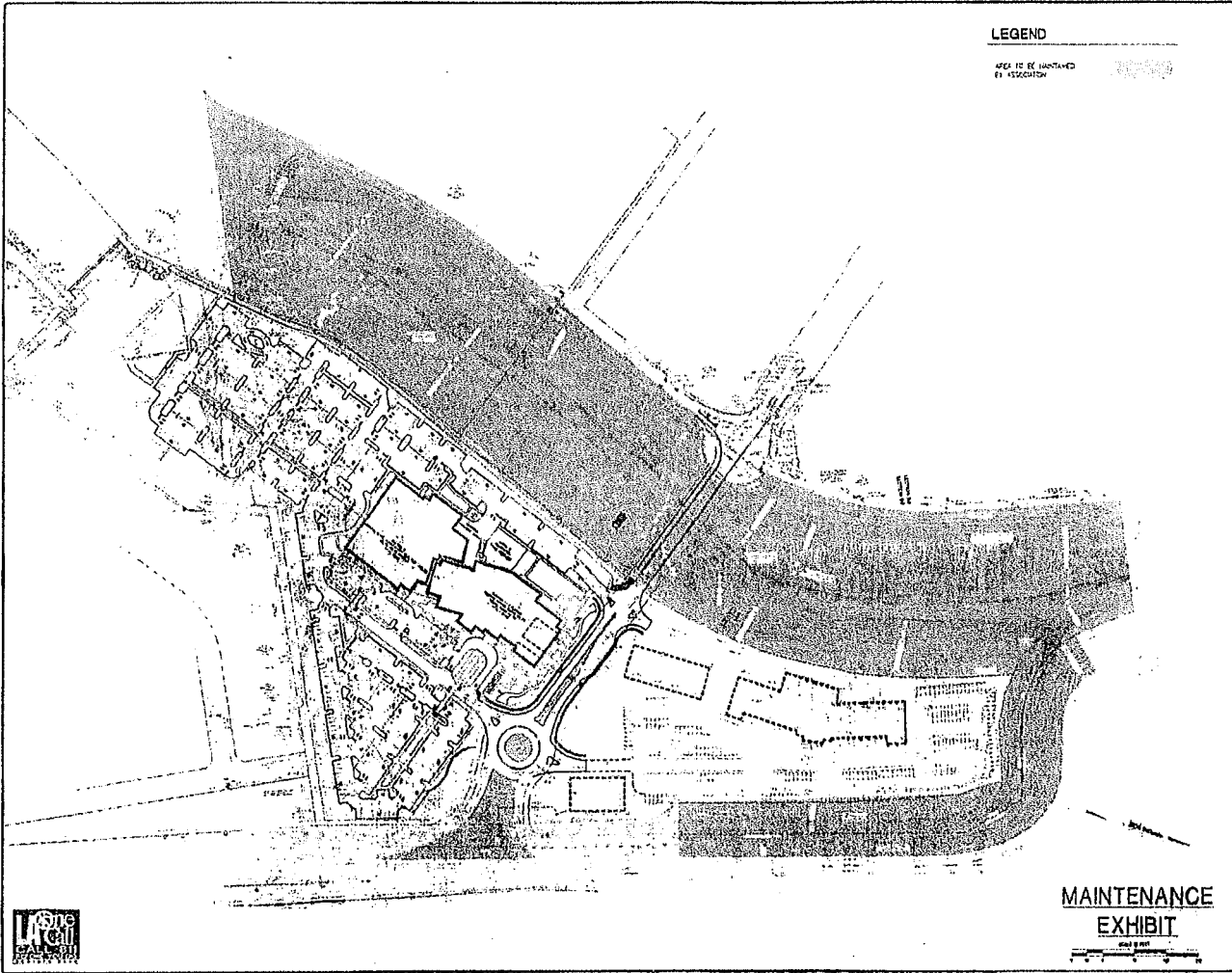
[attached]



## **EXHIBIT “G”**

Depiction of the Block A Maintenance Areas

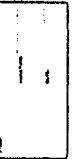
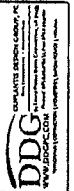
[attached]



**LEGEND**

AREA TO BE MAINTAINED  
BY ASSOCIATION

REVISION	BY



ROCKWELL HEALTH CENTER - THE GROVE  
1000 N. RIVER ROAD  
SUITE 100  
NEW ORLEANS, LA 70112  
FOR STRENGTH PROPERTIES  
CONVANTION, LA

EX-2



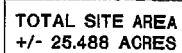
**MAINTENANCE  
EXHIBIT**



**EXHIBIT "H"**

Approved Preliminary Site Plan

[attached]



LAND AREA  
EXHIBIT

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## EXHIBIT "I"

Table of Uses\*

	<u>Commercial (SF)</u>	<u>Hotel Rooms</u>
Parcel A-1	221,130	0
Parcel A-2	139,870	180
Total Parcel A	361,000	180

\*The Commercial (SF) permitted on Parcel A-2 shall be increased by 880 square feet per each unused hotel room for a total of up to 88,000 additional Commercial (SF). By way of example, if only 90 hotel rooms are developed on Parcel A-2, then the permitted Commercial (SF) on the remainder of Parcel A-2 shall be increased by 8,800 square feet to 78,300 total square feet.