

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

**FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF THE GROVE (DAWSON BLUFF)**

BE IT KNOWN, that on this 7th day of November 2022, 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-xxx-4367 (herein referred to as "Declarant"); 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 10, 2006, whose principal mailing address is P.O. Box 84612, Baton Rouge, Louisiana, 70884, and whose federal taxpayer identification number is xx-xxx-5882;

who did depose and say that:

RECITALS

A. Declarant entered into that certain Supplemental Declaration of Covenants, Conditions and Restrictions of the Grove (Dawson Bluff) dated December 21, 2021 and recorded on December 22, 2021 with the office of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 508, Bundle 13157 (collectively, the "Supplemental Declaration").

B. Pursuant to Section 8.1 of the Supplemental Declaration, the Declarant reserved the right during the Appointment Period (which, pursuant to Section 2.2 of the Supplemental Declaration, has not yet expired) to amend this Supplemental Declaration in any manner or for any purpose deemed necessary or appropriate, subject to prior consent by Carlos Alvarez.

C. Declarant desires to amend the Supplemental Declaration for the purpose of subjecting the Dawson Bluff Tracts and the Owners thereof to certain rights and obligations as provided herein.

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

AGREEMENT

1. Section 3.2.1. This provision is amended to provide, in its entirety, as follows:

"3.2.1 Members. The members of the Design Review Board shall serve for three (3) year terms, unless removed by the Board of Directors prior to

expiration of the term and shall serve without pay or any other compensation. The first members of the Design Review Board are:

- a. Richard Carmouche
7177 Lanes End
Baton Rouge, Louisiana 70810
- b. Sebastian Alvarez
17732 Highland Road
Baton Rouge, Louisiana 70810
- c. Cathy Carmouche
7177 Lanes End
Baton Rouge, Louisiana 70810

The initial terms shall be as follows: three (3) years from the date of the Supplemental Declaration for Richard Carmouche, two (2) years from the date of the Supplemental Declaration for Sebastian Alvarez, and one (1) year from the date of the Supplemental Declaration for Cathy Carmouche. Successors shall serve full three (3) year terms."

2. Section 6.3.6. This provision is amended to provide, in its entirety, as follows:

"6.3.6 Parking. All automobiles owned or used by Owners or occupants of any structure located on any Lot (other than temporary guests and visitors remaining for less than forty-eight (48) hours) shall, as far as possible, be parked in garages and not on any of the Private Servitudes of Passage unless otherwise noted in this Section 6.3.6. During daylight hours, no more than two (2) vehicles may ever be simultaneously parked on any single Lot at one (1) time, with both of those vehicles parked in the garage. Notwithstanding the above, a third (3rd) vehicle may be parked on a Lot from dusk until dawn each day, so long as such third (3rd) vehicle is completely within the garage apron. All other temporary guests and visitors are encouraged to park on the Private Servitudes of Passage and walk to their destination; provided, however, that no vehicles may be parked on any of the Private Servitudes of Passage or other driving surface in any manner that blocks the driving surface in any Private Servitudes of Passage or private driveway. Any unregistered, unauthorized or illegally parked vehicle of any kind will be towed at the expense of the owner of the vehicle. The Dawson Bluff Sub-Association shall have the authority to promulgate Residential Rules and Regulations to govern vehicle operation and parking in the Dawson Bluff Filings. Furthermore, although not expressly prohibited hereby, the Dawson Bluff Sub-Association may at any time prohibit motorcycles, motorized bicycles, motorized go-carts, and other similar vehicles, or any of them, from being operated upon any portion of the Dawson Bluff Filings. The keeping of a mobile home, trailer, or recreational vehicle (RV), either with or without wheels, on any Lot covered by this Supplemental Declaration is prohibited. No Owners or other occupants of any structure on any Lot shall repair or restore any vehicle of any kind upon any Lot or within any structure on any Lot, except (a) within enclosed garages or workshops or (b) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility."

3. Section 6.7. This provision is amended to provide, in its entirety, as follows:

"6.7 Landscaping. Among the Lots in the Dawson Bluff Filings, landscaping shall be as provided below:

a. All 6-Unit Buildings shall have 12 15-gallon Savannah Hollies, 2 30-gallon Crepe Myrtle Natchez, 40 3-gal Boxwood Japanese, 18 Knockout Roses bushes, and long needle pine straw.

b. All 5-Unit Buildings shall have 10 15-gallon Savannah Hollies, 2 30-gallon Crepe Myrtle Natchez, 32 3-gal Boxwood Japanese, 22 Knockout Roses bushes, and long needle pine straw.

c. All 4-Unit Buildings shall have 8 15-gallon Savannah Hollies, 2 30-gallon Crepe Myrtle Natchez, 25 3-gal Boxwood Japanese, 18 Knockout Roses bushes, and long needle pine straw.

d. All Finch Duplex Buildings shall have 4 15-gallon Savannah Hollies, 2 30-gallon Crepe Myrtle Natchez, 20 3-gal Boxwood Japanese, 10 Knockout Roses bushes, and long needle pine straw.

e. All Skylark Duplex Buildings shall have 4 15-gallon Savannah Hollies, 2 30-gallon Crepe Myrtle Natchez, 12 3-gal Boxwood Japanese, 10 Knockout Roses bushes, and long needle pine straw.

Additionally, only barricades approved by the Design Review Board will be allowed on any Lot. Each Owner who violates Section 6.7, knowingly or unknowingly, agrees to pay the Dawson Bluff Sub-Association the sum of Fifty and NO/100 Dollars (\$50.00), as liquidated damages, for each day the required sodding and landscaping remains uncompleted after notice from the Dawson Bluff Sub-Association to the Owner. The obligation to pay such a fine shall be a real obligation incidental to ownership of the Lot affected and the personal obligation of the Owner of the Lot at the time of each violation. If such a fine is not paid within thirty (30) days of the date notice thereof is given to the Owner or Owners responsible, then the fine shall bear interest and responsibility for cost and reasonable attorneys' fees, and the Dawson Bluff Sub-Association may enforce payment thereof, all in the same manner as provided for in the case of non-payment of an Assessment set forth in the Master Declaration."

4. Sections 6.3.14 through 6.3.25. The following provisions are hereby added to the Declaration as Sections 6.3.14 through 6.3.25:

"6.3.14 Air Conditioning. No window mounted air conditioning or heating units are allowed. All home generator systems and other similar equipment shall be visually screened from the street and from side yard view by appropriate fencing, screening, or landscaping. Details shall be submitted by the Owner for approval by the Design Review Board prior to installation."

"6.3.15 No Basketball Goal(s). No basketball goals or backboards shall be permitted in the Dawson Bluff Filings."

"6.3.16 Lots Limited to Residential Use. All Lots shall be used for single family residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed, attached to or permitted to remain on any Lot other than those structures and improvements approved for use and occupancy by Declarant and/or the Design Review Board. Further, no Owner shall occupy or use his/her property or permit the same or any part thereof to be occupied or used, for any purpose other than as a private residence of the Owner, the Owners' family, guests or domestic help, except as provided in this Section."

"6.3.17 Clotheslines. Outside clotheslines or other outside facilities for drying or airing clothes, rugs, tapestries or such, are specifically prohibited and shall not be erected, placed or maintained, nor shall such other items be hung from railings, fences, hedges, walls or balconies."

“6.3.18 Flags. Flags of any kind shall not be placed on a Lot so as to be visible from outside the dwelling on the Lot, except that one (1) country flag not exceeding forty-eight inches by seventy-two inches (48” X 72”) in size and one (1) decorative flag not exceeding thirty-six inches by sixty inches (36” X 60”) in size may be hung from flagpoles not exceeding seventy two inches (72”) in length and two inches (2”) in diameter, which are mounted on the exterior façade of the residence at a location approved by the Design Review Board.”

“6.3.19 Furniture. Furniture placed outside of a dwelling on a Lot, whether on the front porch, balcony or in a yard, if visible from the street or any other location other than the rear yard of a Lot (i.e., the rear portion of a Lot which faces the rear wall of the dwelling) on which a dwelling is constructed: (a) must be approved for appearance, color and placement by the Design Review Board; (b) must be durable, and (c) must not be made of plastic, polywood, resin or similar material. All collapsible furniture placed outside of a dwelling on a Lot, whether on the front porch, balcony or in a yard, if visible from the street or any other Lot must be placed in storage and outside of the view of Person(s) on any street or other Lot.”

“6.20 Garage Sales. No rummage sales, garage sales, estate sales, or flea markets of any kind are permitted on any Lot or in/on any Common Area.”

“6.21 Lakes. As no individual Lot owner’s property extends into the lake areas, no bulkheads, decks, piers, or other structures shall be allowed to extend beyond their property line adjacent to the lake. Lake and areas designated around lakes are solely for common area use only. No water borne vehicles or motorboats shall be allowed in the lakes. No swimming shall be allowed in lakes. No private fountains or other things shall be allowed in the lake for any period of time. Maintenance of the lakes and common areas located adjacent to the lakes shall be the responsibility of the Association.”

“6.22 Pool Facility. The Pool Facility is an amenity and Residential Common Area that is solely for the use of Owners and their guests. All Owners, by accepting title to Lots, and their respective guests, agree to abide by the Rules and Regulations that apply to the Pool Facility. The Rules and Regulations applicable to the Pool Facility shall be maintained in the office of the Association and/or Management Company and shall be provided to each Owner wishing to utilize the Pool Facility prior to access being provided to the Owner. The board of directors shall have the authority to institute new and/or amend existing Rules and Regulations, including hours of operation, at any time, in its sole discretion, such Rules and Regulations to be effective upon passage by the board of directors. All new and/or amended Rules and Regulations applicable to the Pool Facility will be provided to the Members in the manner provided in the Bylaws of the Association.”

“6.23 Pet in Pool Facility. Except as provided in this Section, no animals (including mammals, reptiles, birds, or other types of pets) shall be allowed in the Pool Facility. While Service Animals and Support Animals are permitted in the Pool Facility, such Animals shall be registered with the Association and/or the Management Company prior to entrance in the Pool Facility and shall bear proof of status as a Service Animal or Support Animal while in the Pool Facility, they shall never be allowed in the swimming pool, and must always be kept under the direct control of the Owner, and not allowed to roam around the Pool Facility or be left tethered to any furniture.”

“6.24 Solar Panels and Skylights. Prior to the installation of solar panels or any other type of solar collector on a Lot, the Owner shall obtain written approval from the Design Review Board. No skylights may be installed on any Lot.”

"6.25 Yard or Decorative Ornaments. Artificial flamingos, deer, spinners, gazing balls, pirogues, decorative iron, yard signs and such tableau of any type must be approved by the Design Review Board prior to placement. No more than two (2) approved yard decorations or tableaus of any type may be placed in areas that are visible from the street or any other portion of the Dawson Bluff Filings other than the Lot on which the decoration or other tableau is exhibited. The yard decorations must be architecturally proportionate to the size of the dwelling constructed on the Lot. The yard decorations must be of a durable nature and may not be made of plastic. Traditional and typical seasonal decorations are permitted within the season (thirty (30) days prior to a recognized holiday or event and fifteen (15) days following the holiday or event). If any such decoration(s) are reasonably deemed offensive, inappropriate or politically motivated by the Design Review Board, the Owner shall be required to immediately remove such decoration(s)."

5. Intervention. Carlos M. Alvarez intervenes herein to consent to this First Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions of the Grove (Dawson Bluff).

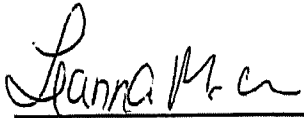
6. Miscellaneous. Except as modified herein, the terms and conditions of the Supplemental Declaration remain in full force and effect. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Supplemental Declaration.


IN WITNESS WHEREOF, Declarant has executed this First Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions of the Grove (Dawson Bluff) on the date stated above, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

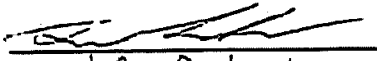
WITNESSES:

DECLARANT:


Willow Grove-North LLC


Name: Joanna McGee

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

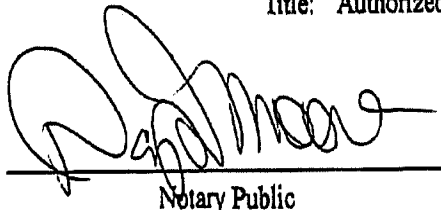

Name: Lee D. Landry

WGN Phase I LLC

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

THIS DOCUMENT
PREPARED BY
THE UNDERSIGNED
ATTEST




Notary Public

Name: Deluana W. Moore, Notary Public No. 88583

Bar No.: _____

Commission Expires: Commissioned for Life

IN WITNESS WHEREOF, Intervenor has executed this First Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions of the Grove (Dawson

Bluff) on the date stated above, in the presence of the undersigned competent witnesses and me,
Notary Public, after due reading of the whole.

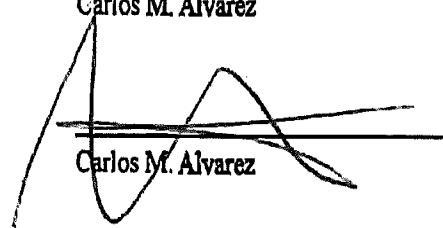
WITNESSES:

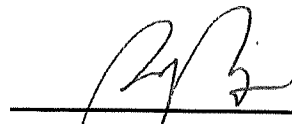

Name: Rachelle Tullas


Name: Anne L. Chauvin

INTERVENOR:

Carlos M. Alvarez


Carlos M. Alvarez


Notary Public
Name: Brent J. Bourgeois
Bar No.: 22962
Commission Exp.: death



OFFICIAL SEAL
BRENT J. BOURGEOIS
NOTARY ID NO. 22962
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
My Commission is for Life