

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS & RESTRICTIONS FOR  
OAK LAKE SUBDIVISION  
ASCENSION PARISH, LOUISIANA**

INSTRUMENT # 00982409  
RECORDED  
ASCENSION CLERK OF COURT  
2019 NOV 14 11:44:02 AM  
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BE IT KNOWN, that on the date set forth below, before me the undersigned Notary Public and competent witnesses, personally came and appeared:

**D.R. HORTON, INC. – GULF COAST**, a Delaware corporation whose address is 4306 Miller Road, Suite A, Rowlett, TX 75088, appearing herein through its undersigned duly authorized representative (hereinafter referred to as **"Declarant"**),

DEPUTY CLERK & RECORDER

CERTIFIED TRUE COPY BY

DEPUTY CLERK  
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who did declare as follows:

WHEREAS, Declarant is the Declarant under that certain Declaration of Covenants and Restrictions for Oak Lake Subdivision made by D.R. Horton, Inc. – Gulf Coast, recorded on May 7, 2018, at Instrument No. 00947454 in the conveyance records of Ascension Parish, Louisiana (the **"Declaration"**); and

WHEREAS, pursuant to Article 15.5.6 of the Declaration, Declarant has the right, during the Development Period (as defined in the Declaration), to unilaterally amend the Declaration for any reason; and

WHEREAS, this First Amendment is being made during the Development Period and Declarant desires to hereby amend the Declaration as hereinafter provided.

NOW THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Section 6.11 of the Declaration is hereby amended and restated in its entirety as follows:

**6.11. FENCES.**

A. All fences must be maintained and kept in good repair so as not to detract from the appearance of the development. The height of fences shall not exceed six (6') feet. Fences must be made of masonry, wood, or other Architectural Reviewer-approved material. Any portion of a fence that faces a street, alley, or Common Area must have a "finished side" appearance. Retaining walls must be constructed entirely with Architectural Reviewer-approved materials, however railroad ties may not be used for a retaining wall visible from a street. Fences may not be constructed nearer than five (5') feet from the front edge of a dwelling's foundation, and in no event may fences be constructed between the front of a dwelling and the street. Fences may not be constructed on any Common Areas. The use of barbed wire and chain link fencing is prohibited. The use or application of a stain that cures in a solid color or paint is prohibited. Wood fences may be left in their natural state. No wood fence may be stained to alter the fence color from a natural wood color. Without prior approval of the Architectural Reviewer, clear sealants may be applied. Fencing shall not be built over or through any servitude or easement on any Lot.

B. Fences on lots which are adjacent to any lakes, ponds, waterways, park areas, recreational fields, pathways or Common Area (**"Common Area Restricted Fence Lots"**) shall be constructed in such a manner as to reasonably preserve the view of such lakes,

ponds, waterways, park areas, recreational fields, pathways or Common Area to all other Owners, and as such, these fences must be a minimum of 50% open (non-privacy). The height of fences along the rear property line of any Common Area Restricted Fence Lot that faces any lake, pond or other waterway shall not exceed four (4') feet and the height of the first twenty (20') feet of side fencing from the rear property line shall not exceed four (4') feet, and, after the first twenty (20') feet of side fencing, the side fencing may transition to a height not to exceed six (6') feet on an angle not to exceed 45 degrees (side fences may contain privacy fencing). Upon the approval of the Architectural Reviewer, an Owner of a Common Area Restricted Fence Lot that does not face any lakes, ponds, or other waterways may construct on such Lot a privacy fence not to exceed six (6') feet in height, provided such privacy fence is constructed in accordance with Section 6.11(A) above. Except as otherwise provided herein, fencing that meets all of the requirements of this Section 6.11 (A) and (B) need not be submitted for approval of the Architectural Reviewer prior to installation. This Section 6.11 in its entirety is subject to the Architectural Reviewer's right to adopt additional or different specifications for construction or reconstruction of fences. For purposes of illustration only, examples of fencing that would be considered to be constructed in accordance with this Section 6.11 are depicted on Exhibit C hereto.

2. Section 7.5 of the Declaration is hereby amended and restated in its entirety as follows:

7.5. MANAGING AGENT. During the Development Period, the Board may delegate the performance of certain functions of the Association to one or more managing agents or homeowners association management companies (each, a "**Managing Agent**"). After the Development Period, the Board shall hire and appoint a Managing Agent to carry out the duties of the Association, including but not limited to: (1) enforcing the Community Documents, (2) supervising, maintaining, and repairing Common Areas and all property maintained by the Association in accordance with the Declaration, (3) managing the administrative affairs of the Association, and (4) any other duties of the Board or Association contemplated under the Community Documents or Declaration and delegated by the Board to the Managing Agent. The Board shall ensure that the Managing Agent has the following insurance coverage in the associated amounts (at a minimum):

1. General Liability Insurance: \$2,000,000.00
2. Crime Policy (with Cyber): \$500,000.00
3. Errors and Omissions: \$1,000,000.00
4. Business Automobile: \$1,000,000.00
5. Workers Compensation: \$1,000,000.00

Notwithstanding a delegation of its functions, the Board is ultimately responsible to the Members for governance of the Association.

3. The following is hereby added to the Declaration as an additional Section 7.8:

7.8. LANDSCAPING AND COMMON AREA UPKEEP. After the Development Period, the Board shall maintain a landscape service contract with a landscaping company for the landscaping of all Common Areas, including but not limited to the land surrounding the entry feature. The Board shall ensure that any such landscaping company has the following insurance coverage in the associated amounts (at a minimum):



1. General Liability Insurance (With Ongoing Operations Endorsement):

\$2,000,000 General Aggregate  
\$1,000,000 Products and Completed Operations Aggregate  
\$1,000,000 Each Occurrence

2. Workers Compensation:

\$500,000 Each Accident General Aggregate  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

3. Business Automobile:

\$500,000 Combined Single Limit  
-OR-  
\$500,000 Bodily Injury per Accident  
\$500,000 Bodily Injury per Person  
\$500,000 Property Damage

4. Section B.5 of Exhibit B to the Declaration is hereby amended and restated in its entirety as follows:

B.5. GARAGE AND DRIVEWAY. Each dwelling must have an attached garage for at least two standard size cars. If the Lot has alley access, the garage must be a rear or side entry using the alley for access. The driveway must be surfaced with concrete. Following the initial construction of a driveway on a Lot, no such driveway may thereafter be extended or otherwise modified to increase the surface area of the driveway without the prior approval of the Architectural Reviewer, and in no event shall such driveway extension (i) extend beyond the lesser distance of either ten (10') feet from the street, or the upper boundary of the sidewalk, or (ii) extend the width of the driveway by greater than two (2') feet on either side, or (iii) extend to the side property line of the Lot.

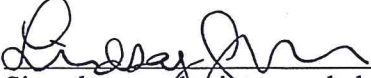
5. The Declaration, as amended hereby, is hereby ratified and confirmed.


[SIGNATURE PAGE TO FOLLOW]

THUS DONE AND SIGNED by Declarant at Denham Springs, LA, on the 5 day of  
November, 2019, in the presence of the undersigned Notary Public and competent witnesses.


Declarant:


**WITNESSES:**

  
Sign above and print name below:  
Lindsay Jendryk

  
Sign above and print name below:  
Molly Darouse

**D.R. HORTON, INC. – GULF COAST**

By:   
Name: Adam Kutz  
Title: Land Manager

  
Notary Public  
Printed Name: Hazel Semper  
LSBA or Notary No.: 78195

Hazel Semper  
Ascension Parish,  
Louisiana  
ID No. 78195  
Commissioned For Life