

**FIRST AMENDMENT TO DECLARATION OF RIGHTS, COVENANTS,
RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS
APPLICABLE TO PARKS AT WATER OAK, A RESIDENTIAL DEVELOPMENT**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned Notary Public, in and for the Parish of East Baton Rouge, State of Louisiana, in the presence of the undersigned competent witnesses, personally came and appeared:

ALVAREZ CONSTRUCTION CO., L.L.C. (“Contractor”), a limited liability company organized and existing under the laws of the State of Louisiana, with Articles of Organization on file with the Secretary of State of the Louisiana and recorded in the official records of the Parish of East Baton Rouge, State of Louisiana, herein represented by its Manager, Carlos M. Alvarez, duly authorized pursuant to the Certificate of Authority on file and of record in the official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, acting on behalf of **PARKS AT WATER OAK HOMEOWNERS ASSOCIATION, INC.**, a Louisiana nonprofit corporation with Articles of Incorporation on file with the Secretary of State of the State of Louisiana and recorded in the official records of the Parish of East Baton Rouge, State of Louisiana.

Pursuant to the provisions of Sections 14.01 and 14.02 of the Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to Parks at Water Oak, recorded at Instrument No. 1013242 in the official records of Ascension Parish, Louisiana, (the “Declaration”), Contractor does hereby amend Sections 3.27, 3.30 and 3.35 of the Declaration to read in its entirety, as follows:

I.

Section 3.27 BASKETBALL GOALS is hereby amended to read, in its entirety, as follows:

“**Section 3.27 BASKETBALL GOALS**. Basketball goals or backboards shall be permitted, provided such goals and backboards are not mounted directly to the residence or other outbuilding. Any Owner desiring to have a basketball goal installed must get the approval of the Architectural Committee of the location and placement of the same prior to installation. Backboards shall be primarily clear or white. Basketball goals or backboards must be installed by a professional and mounted with an in-ground post.”

II.

Section 3.30 FENCES is hereby amended to read, in its entirety, as follows:

“**Section 3.30 FENCES**. All fences (gates) and similar improvements must be constructed, installed, and maintained pursuant to standards and/or specific approval obtained from the Architectural Committee after submission of drawings and/or proposal. The Architectural Committee possesses documentation containing specific guidelines and specifications for fences (gates),

which documentation is available for review by Members. Vinyl, barbed wire, chain link or any other wire fences shall not be used. A 6'-0" height wooden privacy fence may be used with Dog Ear Boards and 6" posts for all lots in the subdivisions, except for lots on the perimeter of the subdivision, fences for which shall be 8'-0" in height. In such case where an 8'-0" fence meets a 6'-0" fence, tapering shall occur. Any front-facing fence gate shall be 5'-0" tall and between 4'-0" and 5'-0" wide, consisting of aluminum material in a press point style with an arched top. (If explanation is needed regarding this or any other Restriction, inquiries may be made to the Architectural Committee.) Materials shall be southern yellow pine or cedar. No Fencing, including shrubbery used in a fence like manner, shall be allowed in the front of a Dwelling Unit and instead all fences, including shrubbery used in a fence like manner, shall end 3 feet from a Dwelling Unit. The use or application of a stain that cures in a solid color is prohibited. Approved stain for wood fences is SW3518SS Hawthorne. A wooden, brick, stucco, wrought iron or similar approved fence or privacy screen may only be used if constructed pursuant to prior approval obtained from Committee.

Approval by the Architectural Committee of a fence design and/or installation does not relieve Member from full and sole responsibility for obtaining any and/or all necessary permits and/or other necessary governmental approvals and appropriate lot placement. Further, it is Member's full and sole responsibility to abide by all servitudes and to respect property lines so as to not encroach on another's rights/property. Each Member hereby agrees to fully defend and indemnify Contractor, Architectural Committee and The PARKS AT WATER OAK Homeowners Association for any claims made asserting encroachment and/or damages incurred as a result of the installation of a fence by a Member or its contractor."

III.

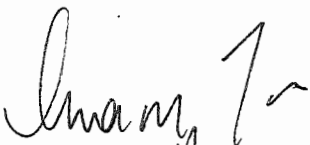
Section 3.35 PARKING is hereby amended to read, in its entirety, as follows:

"Section 3.35 PARKING. Each Owner shall provide sufficient space off Subdivision roadways, for the parking of approved vehicles for the Owner's and Owner's family's use and the use of the Owner's guests in accordance with reasonable standards established by Contractor. Parking on the paved portion of any roadway not identified as parking areas within the Subdivision shall be permitted for temporary purposes, but in no event shall such parking be overnight or for anything longer than nine hours. Any vehicle violating this restriction may be removed by Contractor or the Association or their designated agent, and the owner of the vehicle shall be responsible for all charges for towing and storing the vehicle. The keeping of a mobile home or house trailer either with or without wheels on any parcel of property covered by these restrictions is prohibited. No boats, vehicles, motorcycles, trucks, campers, motor home or trailers of any kind may be parked, stored, repaired or maintained on the street, front yards, or in driveways. Notwithstanding the above, an Owner may temporarily park up to two (2) operable vehicles in Owner's driveway at any given time. If an Owner wishes to perform repairs or other work on a vehicle, then such repairs/work shall only be performed within an enclosed garage. Visitors may park automobiles on the street and in

driveways, but not for a period in excess of nine hours of continuous parking.”

AGREED, AFFIRMED AND EXECUTED before me, as notary, and the subscribing witnesses hereto, in Baton Rouge, Louisiana, on the 3rd day of February, 2022.

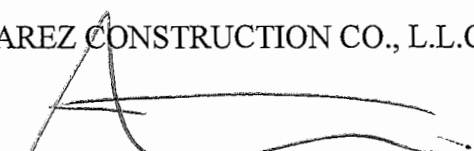
WITNESSES:

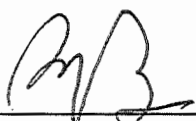

Print Name: Adam Tanner

Print Name: C. ALVAREZ

CONTRACTOR:

ALVAREZ CONSTRUCTION CO., L.L.C.

BY: 
Name: Carlos M. Alvarez
Title: Manager



BRENT J. BOURGEOIS (La. Bar #22962)
NOTARY PUBLIC
My Commission Expires At My Death.