

**SECOND 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, and in the First Amendment to Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to Parks at Water Oak, recorded at Instrument No. 1046329 in the official records of Ascension Parish, Louisiana, (the “Declaration”), Contractor does hereby amend the following sections of the Declaration, as follows:

I.

Section 3.26 SPORTS AND PLAY EQUIPMENT is hereby amended to read, in its entirety, as follows:

“Section 3.26. SPORTS AND PLAY EQUIPMENT. Swing sets, playsets or other play structures are allowed; however, they may not be placed or constructed on any Lot without the prior written approval of the Architectural Committee, including without limitation, approval as to location and appearance, and shall be no taller than eight feet zero inches (8’0”) and they shall be screened with fence or plants.”

II.

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

“Section 3.30 FENCES. “All fences (including all gates associated therewith) and similar improvements must be constructed, installed, and maintained pursuant to standard and/or specific approval obtained from the Architectural Committee after submission of drawings and/or proposals. The



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Architectural Committee possesses documentation containing specific guidelines and specifications for fences (including all gates associated therewith), 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 4" or 6" post for all lots in the subdivision, except for lots on the perimeter of the subdivision, fences for which shall have been 8'-0" in height. In such a case where an 8'-0" fence meets a 6'-0" fence, tapering shall occur. Any front-facing fence gate shall be 5'-0" tall by 4'-0" wide, in a press point style with an arched top. No double gates shall be permitted. (If an 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. The use or application of a stain that cures in a solid color is prohibited. The approved stain for a wood fence 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 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 3.42 PLAYSETS is hereby deleted in its entirety.

IV.

Article V is hereby amended and supplemented to add **Section 5.05 CONSTRUCTION DEPOSIT**, as follows:

"Section 5.05 CONSTRUCTION DEPOSIT. Prior to commencement of construction of any addition and/or improvement on any Lot, the Owner shall pay (or the Owner shall cause his or her builder to pay) a Construction Deposit in an amount to be set by the Architectural Committee, in its sole reasonable judgment applied fairly and equally, as further provided in the Bylaws for the Association, such Construction Deposit to be paid to the Association. Notwithstanding the above, the Architectural Committee shall have the authority, in its discretion, to entirely waive the payment of a Construction Deposit, in certain instances where it deems such reasonable. The purpose of the Construction Deposit includes but is not limited to insuring a clean job site, compliance with this Declaration, overall community appearance and that the structure to be constructed is built according to the approved plans and specifications. A written notice will be issued by the Architectural Committee to the Association, and to the Owner regarding any violations or damage caused by the construction. Some examples of damage are the breaking of any sidewalk in the Subdivision, "rutting" of any rights of way, servitudes, Common Areas or other Lots in the Subdivision caused by construction related vehicles, the spilling of concrete on any streets or other areas of the Subdivision and any trash or debris dispensed in the Subdivision. If the violation or damage has not been corrected within ten (10) days after the date of the notice, the violation or damage may be corrected by the Architectural Committee or the Association and the cost of the same shall be charged to the Owner. Said amount



will be deducted from the Construction Deposit until said Deposit is exhausted, at which time the Owner will be billed for any additional expense. The Association shall have the right to impose a Reimbursement Assessment and to enforce the Reimbursement Assessment in the same manner as Assessments, as provided in the Declaration, including without limitation the right to file a lien on the Lot to enforce payment of any amount billed. If no violation or damage occurs, the Construction Deposit will be refunded to the original submitter of the deposit in full after satisfactory completion of construction of any addition and/or improvement on the Lot in accordance with the approved plans and specifications. To the extent any of the Construction Deposit was spent for correction of any violations or damage, any balance will be refunded to the Owner after the satisfactory completion of the addition and/or improvement.”

IV.

Section 15.02 **ENFORCEMENT** is hereby amended to read, in its entirety, as follows:

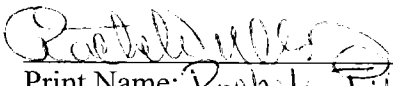
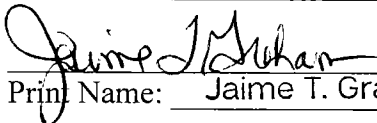
“Section 15.02 **ENFORCEMENT**. This Declaration shall be enforceable by the Association, the Contractor, the Architectural Review Board, or any Property Owner-Member of the Association (the “enforcing entity”) by or through the filing of a lawsuit / legal proceeding at law or, in equity, against any person or persons (i) for violating or attempting to violate or circumvent any covenant or restriction detailed herein or any rule or regulation enacted by the Association, (ii) to restrain a violation or attempted violation of any covenant or restriction detailed herein or any rule or regulation enacted by the Association, (iii) to recover damages, (iv) to collect monetary penalties and/or fines enacted by the Association, and (v) to enforce any lien created by this Declaration. The Association may enact monetary penalties and/or fines for the breach of this Declaration or any rule or regulation enacted by the Association, such monetary penalties and/or fines not to exceed \$1,000.00 per day of violation and not to be less than \$50.00, and in the event that a legal proceeding is filed, the enforcing entity may recover any such monetary penalties and/or fines for the benefit and account of the Association. Failure by the Association, Contractor or any Member to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right of any of the foregoing to enforce same thereafter and by acceptance or purchase of any Lot herein, that purchaser agrees to waive any argument of estoppel. Any lot owner who fails to comply with any of the obligations contained herein shall be liable for all costs, including attorneys fees, associated with any legal action brought against them to enforce this Declaration, payment of all monetary penalties and/or fines enacted pursuant to this Declaration against the lot owner, and for legal interest from the date due on all amounts owed by the lot owner.”

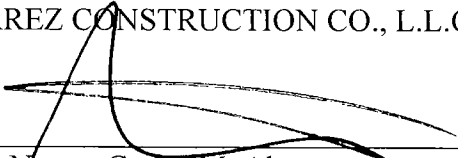
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AGREED, AFFIRMED AND EXECUTED before me, as notary, and the subscribing witnesses hereto, in Baton Rouge, Louisiana, on the 15th day of July 2022.

WITNESSES:

CONTRACTOR:


Print Name: Rechele Talbot

Print Name: Jaime T. Graham

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.



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