

St. Tammany Parish 175
Instrmnt #: 1613768
Registry #: 1714389 ICV
04/04/2007 10:47:00 AM
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UPON RECORDING RETURN TO:

Shawn Bridgewater
Chaffe McCall L.L.P.
2300 Energy Centre
1100 Poydras Street
New Orleans, LA 70163-2300

FIRST AMENDMENT AND MODIFICATION TO DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS,

RESTRICTIONS AND EASEMENTS

FOR

THE VILLAGE AT GUSTE ISLAND ESTATES

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THIS FIRST AMENDMENT AND MODIFICATION TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE VILLAGE AT GUSTE ISLAND ESTATES is made on the date hereinafter set forth by **KB HOME/SHAW LOUISIANA, L.L.C.**, a Delaware limited liability company (hereinafter sometimes referred to as "Declarant");

W I T N E S S E T H

WHEREAS, Section II.6 of the Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Village at Guste Island Estates executed January 5, 2007 and recorded with the Clerk of Court, St. Tammany Parish, Louisiana as Instrument No. 1600915 ("Declaration") provides that Declarant may unilaterally amend this Declaration for any purpose; and

WHEREAS, Declarant desires to so amend the Declaration to provide for the preservation of the values and amenities in the Community (as defined in the Declaration).

NOW, THEREFORE, in consideration of the foregoing Declarant hereby provides as follows:

1. Section 5.4 of the Declaration entitled "Yard Maintenance" is hereby and by these presents revised, amended and modified to hereafter provide as follows:

"5.4 Yard Maintenance. As provided in Section 5.1 above, the Association shall maintain and keep in good repair the landscaping improvements located on the exterior portions of the Community, but specifically excluding the landscaping improvements located in the rear yards of the Units that are enclosed within a fence. Such maintenance shall include, but not be limited to, lawn mowing on a regular basis; tree and shrub pruning; watering landscaped areas; keeping lawn and garden areas alive, free of weeds and attractive. The Board of Directors in its sole discretion may leave portions of the Community as undisturbed natural areas and may change the landscaping in the Community at any time and from time to

time or may, with the consent of the Declarant, change the level of yard maintenance performed or for example maintain front yards only. Any common irrigation system installed by the Declarant or the Association shall be Common Property, operated, maintained, repaired and replaced by the Association. The deed of conveyance of any Unit shall not include any right, title or interest in such irrigation system, if any. The Board of Directors may promulgate rules setting forth the extent of landscaping maintenance to be performed by the Association and the rights of Owners with respect to adding or modifying landscaping improvements, including, for example allowing seasonal flowering plants in certain areas of the Community at the expense of the Owner. Landscaping improvements installed by the Owner in accordance with the provisions of this Declaration shall be maintained by the Owner in a manner consistent with the Community-Wide Standard. Any landscaping improvements installed by an Owner which are not properly maintained, including, but not limited to, damaged, diseased or dead plants, shrubs and trees may, at the sole discretion of the Board of Directors, be removed from the Community. The costs associated with removing any damaged, diseased or dead plants, shrubs and trees originally installed by an Owner in the Community, may be assessed against the Owner and the Unit as a specific assessment.”

2. Section 5.5 of the Declaration entitled “Unit Maintenance” is hereby and by these presents revised, amended and modified to hereafter provide as follows:

“5.5 Unit Maintenance. As provided in Section 5.1 above, the Association shall maintain and keep in good repair the exterior portions of all Units of the Community, other than the rear yards of the Units that are enclosed within a fence. Maintenance by the Association of exterior portions of Units shall include the following: (a) all roofs, downspouts and gutters; (b) all exterior building surfaces and exterior glass with the exception of hardware; provided, however, the Association shall not be responsible for waterproofing foundations either above or below grade; and (c) all driveways, stoops, patios that are not within fences, decks that are not within fences, rails and walks. The Association shall not be responsible for maintaining and keeping in good repair the following: (i) HVAC or similar equipment located outside the Units; (ii) all doors, including screen and storm doors, hinges, frames and door frames and hardware which are part of the entry system; (iii) hose bibs contained in exterior walls of a Unit; (iv) lighting fixtures pertaining to a particular Unit and being located outside an entryway or in a garage; (v) window screens and window frames; (vi) foundations and footings, including waterproofing; (vi) landscaping and maintenance of the rear yards of the Units that are enclosed by fencing; and (viii) pipes which serve only one (1) Unit whether located within or outside of the Unit’s boundaries. The Board of Directors may promulgate rules setting forth the extent of maintenance to be performed by the Association and may assume responsibility for providing additional maintenance as long as Units have equal rights to maintenance. The Board of Directors may authorize the officers of the Association to enter into

contracts with any Person or Persons to perform maintenance hereunder on behalf of the Association.”

3. Section 7.16 of the Declaration entitled “Fences” is hereby and by these presents revised, amended and modified to hereafter provide as follows:

“7.16 Fences. No fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any part of the Common Property or, except as provided for hereinbelow, upon any Unit; provided, however, the Declarant and the Association may erect any type of fence on the Common Property, upon any Unit or elsewhere within the Community as they may deem appropriate or as necessary to satisfy the requirements of any law, regulation or governmental entity or for health and safety of Owners and Occupants.”

4. Declarant does hereby state that in all other respects, the Declaration remains as originally written and recorded.

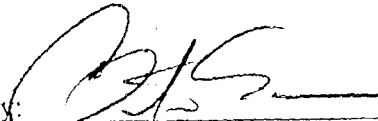
IN WITNESS WHEREOF, the Declarant herein and hereby executes this First Amendment and Modification to Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Village at Guste Island Estates, this __ day of March, 2007 in the presence of the undersigned Notary Public.

WITNESSES:


DECLARANT:

KB HOME/SHAW LOUISIANA, L.L.C.

Printed Name: _____

By: 
Name: CLINT SZUBINSKI
Title: PRESIDENT

Printed Name: _____


NOTARY PUBLIC
SHAWN M. BRIDGEWATER
NOTARY PUBLIC
STATE OF LOUISIANA
BAR ROLL NUMBER 17258
COMMISSION EXPIRES AT DEATH