

**FOURTEENTH AMENDMENT AND
MODIFICATION TO THE
DEDICATION OF SERVITUDES,
EASEMENTS AND RESTRICTIVE
COVENANTS OF RIVER OAKS ESTATES**

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

PARISH OF ST. TAMMANY
Instrument #: 1125301
Register #: 1125301
11/07/2010 02:24:00 PM
ME GR A RE UCC

BY: NORTSHORE INVESTORS, INC.

BE IT KNOWN, that on this 4th day of November, in the year of Our Lord, two thousand and thirteen;

BEFORE ME, BAILEY DIRMANN MORSE, a Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

NORTSHORE INVESTORS, INC., a Louisiana corporation, domiciled in Orleans Parish, Louisiana, herein represented by its Donald E. Pate, authorized agent, whose mailing address is 5690 Eastover Drive, New Orleans, LA 70128, hereinafter referred to a "Developer"

who declared that pursuant to Article X, Section 1, of the "Dedication of Servitudes, Easements and Restrictive Covenants" for River Oaks Estates subdivision recorded at Instrument No. 798567 at COB 1483, folio 688, of the official records of St. Tammany Parish, as amended and modified thereafter ("Restrictive Covenants"), the undersigned, as Developer of River Oaks Estates subdivision does amend the Restrictive Covenants, in the following particulars:

I.

Article V, Homeowners Association, Section 1 and Section 2, subparagraph A) of the

Restrictive Covenants are hereby amended to provide as follows:

Section 1. Dedication. For the purpose of controlling, regulating and maintaining the Common Areas, Open Spaces and Community Facilities, and further furnishing all common community services of every kind and nature required and desired within the Estates for the general use and benefit of all lot owners in the Estates, each and every lot, by accepting a deed and purchasing a lot or entering into a contract with regard to any lot in River Oaks Estates, does agree to and does bind himself to be a member of and be subject to the obligations duly enacted in the articles of incorporation and by-laws and rules of the Mandeville River Oaks Owners Association, Inc a non-profit corporation. The Association is specifically authorized and empowered to assess individual lot owners, and to provide for the collection of said assessment in accordance with LSA R.S. 9:1145, et seq.

Section 2. The Association shall have two classes of voting membership:

- A) Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is a record owner of a fee interest in any lot which is or becomes subject to this act of dedication, and who has timely and fully paid all applicable Annual and Special Assessments as set forth in Articles VI and VII below, shall be considered a Class A Member of the Association in Good Standing. Each Class A member of the Association who is in Good Standing shall be entitled to one (1) vote for each lot owned by any such firm, person, corporation,

trust or other legal entity. However, there shall be only one (1) vote for each lot to which Class A membership is appurtenant, and the vote shall be cast in accordance with the bylaws of the Association.

II.

Article VI, Rights Under Homeowners Association, Section 1 and subparagraph C) of the

Restrictive Covenants are hereby amended to provide as follows:

Section 1. Members Right of Enjoyments. Subject to the provisions of this act of dedication, the articles of incorporation, by-laws of the Association, and regulations established by the Association for the community, from time to time, as amended, every Class A Member of the Association in Good Standing shall have the right of use and enjoyment in and to the Common Areas and Common Facilities and such right, use and enjoyment shall be appurtenant to and shall pass with the title to every lot subject to the following:

...

C) The right of the Association to pass and enforce such other rules and regulations for the use of the Community Facilities and control of voting privileges, including the right to enforce various sanctions against the Owners of lots in River Oaks Estates including, but not limited to, the right of suspension of an Owner's voting privileges, fines and penalties, and assessments of the costs of non-compliance of a lot owner to an individual lot owner or other sanctions which in the discretion of the governing body of the Association deems necessary and proper.

III.

Article VII, Assessments, Section 4, subparagraph A) of the Restrictive Covenants is

hereby amended to provide as follows:

A) Any assessment levied pursuant to this act of dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member to pay such an assessment shall remain his personal obligation and shall not terminate upon conveyance of the Lot. In the event a Lot is conveyed and assessments are outstanding and not paid at or prior to closing, the new Owner of the Lot, taking title thereto, covenants and agrees to pay the delinquent assessments, charges, interest or other fees which accrued prior to the closing of the new Owner's acquisition of the Lot. In that event, the former and new Owners shall be solidarily liable for the payment of the delinquent assessments, charges, interest or other fees. A suit to recover a money judgment for non payment of any assessment levied pursuant to this act of dedication, or any installment thereof, may be maintained by the Association, along with any other remedies which may be allowed by law. In addition to the remedies specified in this Section, should any Owner become delinquent in the payment of any Assessment, including, but not limited to Special Assessments levied under the terms of these Restrictive Covenants, the rights and privileges of the delinquent Owner to vote on any issue(s) before the Association, either in person, by proxy or ballot, at any meeting, general or special, may be suspended by the Board of Directors until such time that the delinquent Owner pays all outstanding assessments, fees, interest, dues or other charges levied against them pursuant to these Restrictive Covenants. The Board of Directors is authorized to delay the enforcement of the voting rights suspension specified herein

upon satisfactory proof of hardship by the Owner, and upon the Owner making arrangements satisfactory to the Board of Directors for the payment of all past due amounts. If, after the submission of a satisfactory payment plan to the Board of Directors, a delinquent Owner fails to comply with the terms and conditions of the accepted payment plan, the voting privileges of the delinquent Owner shall be subject to immediate suspension under the terms of this provision, without notice or any further action by the Board of Directors.

IV.

Article VIII, Building Restrictions, Section 6, subparagraph E) Vehicles. sub-subparagraph

iii), of the Restrictive Covenants is hereby amended to provide as follows:

E) Vehicles.

...

iii) Parking of a passenger vehicle or automobile on any portion of a Lot other than the area in a garage, covered car storage or carport, or driveway is prohibited. Passenger vehicles and automobiles owned by a resident shall not be parked on any street, except temporarily for a period not to exceed twenty-four (24) hours in any forty-eight (48) hour period. However, residents may petition the Board of Directors for a waiver of this parking prohibition and restriction for good cause. Any violators of this provision will receive notice of said violation and may incur a daily fine, to be set by resolution of the Board of Directors, until said violation is cured. The Board of Directors may also elect to enforce this provision by way of the other enforcement mechanisms set forth in Article X, Miscellaneous, Section 2. Construction and Enforcement, *infra*.

V.

Article VIII, Building Restrictions, of the Restrictive Covenants is hereby amended to include additional Section 13, Solar Collecting Panels or Devices, to provide as follows:

Section 13. Solar Collecting Panels or Devices.

The Developer recognizes the benefits to be gained by permitting the use of solar energy as an alternative source of electrical power for residential use. At the same time, the Developer desires to promote and preserve the attractive appearance of the Property and the Improvements thereon, thereby protecting the value generally of the Property and the various portions thereof, and of the various Owners' respective investments therein. Therefore, subject to prior approval of the plans therefor by the Architectural Review Committee, solar collecting panels and devices may be placed, constructed or maintained upon any Lot within the Property so long as such solar collecting panels and devices are placed, constructed and maintained in such location(s) and with such means of screening or concealment as the Architectural Review Committee may reasonably deem appropriate to limit, to the extent possible, the visual impact of such solar collecting panels and devices when viewed from any street or from any other property (whether within or outside the Property). Notwithstanding any other provision of this Declaration to the contrary, the Developer (during the Class "B" Control Period) or the Association (after the expiration or termination of the Class "B" Control Period) shall have the right, without the consent or approval of any Owner or other Person, to amend this Section

(which amendment may, without limitation, impose additional or different restrictions on solar collecting panels and devices) as the Developer or the Association (as applicable) deems appropriate after the effective date of this Declaration.

VI.

Article X, Miscellaneous, Section 1, Duration - Amendment of the Restrictive Covenants is hereby amended to provide as follows:

Section 1. Duration- Amendment. The permanent servitudes and real rights and interests created herein, including the servitudes, privileges and restrictions of the Act of Dedication and Restrictions herein, shall, subject to the provisions herein, run in perpetuity with the land, and shall be binding upon the Owners hereof, their heirs, successors and assigns and shall inure to the benefit of and be enforceable by the Association, or by the Owner of any Lot subject to the Act of Dedication and Restrictions, their representative, legal representative, heir, successor and assign, for a period of twenty (20) years from the date of recordation of this Act, after which time the said servitudes, privileges and restrictions contained herein automatically extend for successive ten (10) year periods each, unless an instrument signed by the then Owners of a majority of the Lots (a majority counted as one Owner per Lot owned) has been recorded agreeing to change said servitudes, privileges and restrictions in whole or in part, except as allowed in Article IV herein, or as set forth herein below in subsection A) or B). The terms and provisions of this Act of Dedication and Restrictions, or any of the servitudes, privileges, or restrictions herein contained may be amended or modified in whole or in part by an Act of Amendment or Modification signed by a majority of the then serving members of the Board of Directors of the Association, or by the Developer, and duly recorded with the Clerk of Court for St. Tammany Parish, Louisiana. The Act of Amendment or Modification may be executed unilaterally by the Developer so long as the Developer continues to own Class B shares, or may be executed by a majority of the then serving Board of Directors of the Association after compliance with the applicable provision set forth below:

A) If the Amendment or Modification deals with the acquisition, sale, transfer or dedication of any real property owned by the Association, such acquisition, sale, transfer or dedication shall be authorized and approved by the affirmative vote, in person or by authenticated proxy or authenticated ballot, of at least fifty-one percent (51%) of the Owners of Lots (one vote per Lot owned), existing and in Good Standing at the time of the vote, said vote to take place at a meeting specially called and noticed, as provided under the By-Laws of the Association, for the purpose of discussing and voting on the issue of acquisition, sale, transfer or dedication of property, as the case may be; or

B) If the Amendment or Modification deals with any matter covered and included within this Act of Dedication and Restrictions, other than the acquisition, sale, transfer or dedication of any real property owned by the Association, then the Amendment and Modification shall be authorized and approved by the affirmative vote, in Person or by authenticated proxy or authenticated ballot, of at least a super majority (2/3) of the Owners of the Lots (one vote per Lot owned), who are present and in Good Standing, at any meeting of the Association (general or special) called

and held in accordance with the By-Laws of the Association, at which a quorum is present, so long as the proposed Amendment and Modification was expressly set forth in the notice of said meeting, as provided in the By-Laws.

VII.

Article X, Miscellaneous, Section 4, Dedication to Public Use of the Restrictive Covenants is hereby amended to provide as follows:

Section 4. Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Area or Community Facility by any public, state, parish or municipal agency, authority or utility and no public, state, parish or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any said Common Areas or Community Facility. However, the Association may dedicate the streets, rights of way or other specified Common Areas then belonging to the Association to a public, state, parish or municipal agency or entity only upon compliance with the provisions of Article X, Section 1, subsection A) set forth hereinabove.

In all other respects the Restrictive Covenants, except as specifically amended and added to hereby, shall remain the same.

THUS DONE AND PASSED, in my office in Covington, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned witnesses and me, Notary, after reading of the whole.

WITNESSES:

NORTHSHORE INVESTORS, INC.



Print Name: Laura Lloyd Kiebert



By:

DONALD E. PATE



Print Name: Courtney Thompson



BAILEY JIRMANN MORSE

NOTARY PUBLIC

BAR ROLL NO. 31705