



**ALISON C. BONDURANT**

Please Reply To:

P.O. Box 5350  
Covington, LA 70434-5350  
985.871.0800 phone  
985.871.0899 fax  
abondurant@daiglefisse.com

20 November 2012

Mr. David Ratliff  
417 Branch Crossing  
Covington, LA 70435

Re: Savannahs Community, L.L.C. and Savannahs Homeowners Association, Inc.  
DFK 974-08


Dear David:

Enclosed is a certified copy of the recorded Amendment to Declaration of Convents, Conditions and Restriction for Savannahs Subdivision and a copy of the Annual Report to the Louisiana Secretary of State, filed today by us.

Please note that you and Ken Lopiccolo were each given an original of the executed Settlement Agreement between Savannahs Homeowners Association, Inc. and Savannahs Community, L.L.C. We have retained a true copy for our file.

Please contact us if you have any questions.

Sincerely,



Alison C. Bondurant

ACB/lgb

cc: Mr. John Dubreuil (via email only)  
Mr. Ken Pfeifer (via email only)

974-08\Correspondence\121120 Mayroone

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SAVANNAHS SUBDIVISION**

**CITY OF COVINGTON**

**ST. TAMMANY PARISH, LOUISIANA**

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BE IT KNOWN, That on this 19<sup>th</sup> day of November, 2012, before me, the undersigned

Notary Public, personally came and appeared,

**SAVANNAHS COMMUNITY, L.L.C.**, a Louisiana limited liability company with Articles of Organization on file with the Secretary of State for the State of Louisiana, herein represented by its duly authorized Manager, Kenneth Lopiccolo, pursuant to a Certificate of Authority attached hereto as Exhibit "A", whose address is 21056 Smith Road, Covington, Louisiana 70435 being hereinafter referred to as "Declarant".

WHO DECLARED UNTO ME, NOTARY, AS FOLLOWS:

WHEREAS, Declarant, as the successor and assigns of Savannahs Development Co., Inc., is the developer of certain real property situated within the City of Covington, in the Parish of St. Tammany, State of Louisiana, namely Savannahs Subdivision (hereinafter the "Subdivision"). This property is being developed in multiple phases with each developed phase being set forth on a final subdivision plat filed of record with the St. Tammany Parish Clerk of Court (hereinafter the "Property"); and

WHEREAS, Declarant states that the Property is subject to the Declaration of Covenants, Conditions, and Restrictions, Savannahs Subdivision, City of Covington, St. Tammany Parish, Louisiana, dated 22<sup>nd</sup> day of October 2003 and recorded in the public records of the Parish of St. Tammany on October 24, 2003 as Instrument Number 1399322, as has been amended from time to

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WHEREAS, Declarant states that the Property is subject to the Declaration of Covenants, Conditions, and Restrictions, Savannahs Subdivision, City of Covington, St. Tammany Parish, Louisiana, dated 22<sup>nd</sup> day of October 2003 and recorded in the public records of the Parish of St. Tammany on October 24, 2003 as Instrument Number 1399322, as has been amended from time to time (collectively the "Declaration");

WHEREAS, the Declarant wishes to amend the Declaration to revise the Declarant's power of appointment of the Board of Directors of the Savannah's Homeowners' Association, Inc.;

NOW THEREFORE, Declarant hereby declares that Article IV, Section 6 of the Declaration is hereby amended and restated as follows:

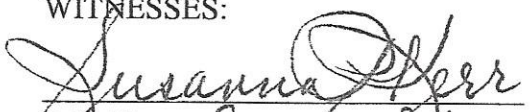
Section 6. The Board of Directors

All rights, duties and powers of the Association shall reside in and be exercised by the Board consisting of between three (3) and nine (9) members. The Declarant shall appoint a minimum of six (6) members to the Board until such time as the Declarant sells all lots in the Subdivision except the two lots in the Subdivision located on River Road (the "Final Sale"), after which time the Declarant's power of appointment shall cease. However, if the Association, through the Board of Directors, makes a claim seeking rights to and monetary compensation against the bond placed by the Declarant with the City of Covington, or otherwise seeks to have Declarant's bond retained by the City of Covington, within two years of the Final Sale, then the Declarant's rights to appointment shall be reinstated. That is, six (6) members shall be appointed by the Declarant from the residents and owners in the Subdivision, and three (3) shall be elected by the membership, until the Declarant has sold all lots owned by it in the Subdivision and the City of Covington has made a final determination on the Declarant's bond. Any person appointed by the Declarant must be both an owner of a lot within and a resident of the Subdivision except that Kenneth Lopiccolo may serve on the board as one of the six (6) appointees. The remaining Board members shall be elected pursuant to the provisions of the Founding Documents. The Board shall cause the Association to comply with its obligations herein. The rights, powers, and duties of the Association shall be exercised or performed upon the affirmative vote of the Board in accordance with its Founding Documents. Minutes of the meetings of the Board shall be kept in the Book of Resolutions after approval by the Board, and a copy of such shall be available for inspection by any Member during business hours at the principal office of the Association. A copy of any Board resolution shall be entered in the Book of Resolutions.

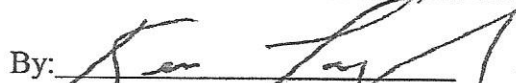
All other provisions of the Declaration shall remain in full force and effect and shall remain unchanged by this Amendment.

THUS DONE AND PASSED, in multiple originals, in my office at Madisonville, Louisiana, on the day, month, and year first above written and in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the Declarant and me, Notary Public, after reading of the whole.

WITNESSES:

  
Print Name: SUSANNA P. KERR

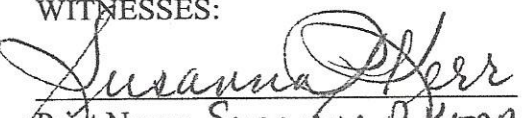
SAVANNAHS COMMUNITY, L.L.C.


By:   
Kenneth Lopiccolo, Manager

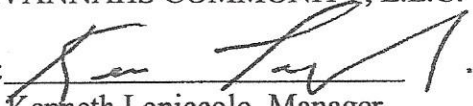
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All other provisions of the Declaration shall remain in full force and effect and shall remain unchanged by this Amendment.

THUS DONE AND PASSED, in multiple originals, in my office at Madisonville, Louisiana, on the day, month, and year first above written and in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the Declarant and me, Notary Public, after reading of the whole.

WITNESSES:  
  
Print Name: SUSANNA P. KERR

  
Print Name: Donna S. Berbeck

SAVANNAHS COMMUNITY, L.L.C.  
By:   
Kenneth Lopiccicolo, Manager

  
NOTARY PUBLIC

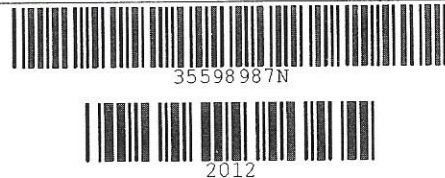
Notary or Bar Roll No.: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**Alison C. Bondurant**  
**NOTARY PUBLIC**  
State of Louisiana  
Louisiana Bar Roll No. 29766  
My Commission Expires at Death

Tom Schedler  
Secretary of State



**DOMESTIC CORPORATION**  
**ANNUAL REPORT**  
For Period Ending  
11/25/2012



**Mailing Address Only** (INDICATE CHANGES TO THIS ADDRESS IN THIS BOX)

35598987 N  
SAVANNAHS HOMEOWNERS' ASSOCIATION, INC.

~~P.O. BOX 970~~  
~~MANDEVILLE, LA 70470~~

P. O. Box 4105  
Covington, LA 70434-4105

(INDICATE CHANGES TO THIS ADDRESS IN THIS BOX)

Registered Office Address in Louisiana

(Do not use P. O. Box)

~~21056 SMITH ROAD~~  
~~COVINGTON, LA 70435~~

529 Branch Crossing  
Covington, LA 70435

Federal Tax ID Number

Our records indicate the following registered agents for the corporation. Indicate any changes or deletions below. All agents must have a Louisiana address. Do not use a P. O. Box.

**A NEW REGISTERED AGENT REQUIRES A NOTARIZED SIGNATURE.**

~~KENNETH LOPICCOLO~~  
~~21056 SMITH ROAD COVINGTON, LA 70435~~

Kenneth Pfeifer.  
529 Branch Crossing  
Covington, LA 70435

I hereby accept the appointment of registered agent(s).

*Kenneth Pfeifer*  
New Registered Agent Signature

Sworn to and subscribed before me on

NOTARY NAME MUST BE TYPED OR PRINTED WITH NOTARY #

*Alison C. Bondurant*  
Notary Signature  
Date  
11/20/12

This report reflects a maximum of three officers or directors from our records for this corporation. Indicate any changes or deletions below. Include **OFFICE OF PUBLIC** along with each title held and their address. Do not use a P. O. Box. If additional space is needed attach an addendum.

KENNETH LOPICCOLO  
21056 SMITH ROAD COVINGTON, LA 70435

Director

**OFFICE OF PUBLIC**  
State of Louisiana  
Louisiana Bar Roll No. 29766  
My Commission Expires at Death

David Ratliff  
417 Branch Crossing Covington, LA 70435

Director

Kenneth Pfeifer  
529 Branch Crossing Covington, LA 70435

Director

**SIGN →**

To be signed by an officer or director

*David A. Ratliff*

Signee's address

417 Branch Crossing  
Covington, LA 70435

Title

*President*

Email Address

drat11@bellsouth.net

Phone

985-809-6467

Date

11/19/2012

(For Office Use Only)

Enclose filing fee of \$5.00

Make remittance payable to Secretary of State  
Do Not Send Cash  
Do Not Staple

web site: [www.sos.louisiana.gov](http://www.sos.louisiana.gov)

**DO NOT STAPLE**

Return by: 11/25/2012

To: Commercial Division  
P. O. Box 94125  
Baton Rouge, LA 70804-9125  
Phone (225) 925-4704

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**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SAVANNAHS SUBDIVISION**

**CITY OF COVINGTON**

**ST. TAMMANY PARISH, LOUISIANA**

STATE OF LOUISIANA

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WHEREAS, Declarant states that the Property is subject to the Declaration of Covenants, Conditions, and Restrictions, Savannahs Subdivision, City of Covington, St. Tammany Parish, Louisiana, dated 22<sup>nd</sup> day of October 2003 and recorded in the public records of the Parish of St. Tammany on October 24, 2003 as Instrument Number 1399322, as has been amended from time to time (collectively the "Declaration");

WHEREAS, the Declarant wishes to amend the Declaration to revise the Declarant's power of appointment of the Board of Directors of the Savannah's Homeowners' Association, Inc.;

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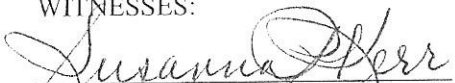
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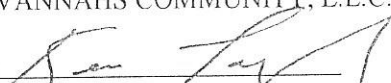
All other provisions of the Declaration shall remain in full force and effect and shall remain unchanged by this Amendment.


THUS DONE AND PASSED, in multiple originals, in my office at Madisonville, Louisiana, on the day, month, and year first above written and in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the Declarant and me, Notary Public, after reading of the whole.

WITNESSES:

SAVANNAHS COMMUNITY, L.L.C.

  
Print Name: SUSANNA P. KERR

By:   
Kenneth Lopiccolo, Manager

  
Print Name: Donna S. Beckwith

  
NOTARY PUBLIC

Notary or Bar Roll No.: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

Alison C. Bondurant  
NOTARY PUBLIC  
State of Louisiana  
Louisiana Bar Roll No. 29766  
My Commission Expires \_\_\_\_\_



## SETTLEMENT AGREEMENT

This Settlement Agreement (“the Agreement”) is by and between the Savannahs Homeowners Association, Inc. (“the Association”) and Savannahs Community, L.L.C. (successor to Savannahs Development Co., Inc.) (“the Declarant”).

**WHEREAS**, the Declarant is the developer of Savannahs Subdivision consisting of various phases, some of which are constructed and some of which still need to be constructed (collectively the “Subdivision”); and

**WHEREAS**, in furtherance of the orderly development of the Subdivision, Declarant and/or its successor in interest has established the Declaration of Covenants, Conditions, and Restrictions, Savannahs Subdivision, City of Covington, St. Tammany Parish, Louisiana, dated 22<sup>nd</sup> day of October 2003 and recorded in the public records of the Parish of St. Tammany on October 24, 2003 as Instrument Number 1399322, as has been and as may be amended from time to time (collectively the “Declaration”);

**WHEREAS**, accordance with the Declaration, the Association was established by Declarant as a Louisiana nonprofit corporation by the filing of Articles of Incorporation with the Louisiana Secretary of State and the St. Tammany Parish Clerk of Court, and has been managed by a Board of Directors (the “Board”);

**WHEREAS**, a dispute has arisen between the Association and the Declarant regarding the management of the Association;

**WHEREAS**, the parties desire to resolve those disputes by mutual agreement;

**WHEREAS**, the parties have agreed to the terms set forth herein in full and final resolution of the disputes.

**NOW THEREFORE**, the parties agree to the following terms and conditions in full and final resolution of the disputes related to the management of the Association:

1. Amendment to Declaration. The Declarant agrees to amend the Declaration to provide that its six (6) appointed members to the Board shall be owners of lots within the Subdivision and residents therein, except that Kenneth Lopiccolo may serve as one of the appointees. The other three positions on the board shall be elected by the members of the Association as set forth in the Declaration.

2. Board Membership. The parties agree to endeavor to have the Board make up such that each existing phase in the Subdivision has a representative thereon. It is acknowledged and agreed that the Board is currently comprised of the following persons:

(a) Appointed Directors:

- i. Kenneth Lopiccolo;
- ii. Phil Rapp, Secretary;
- iii. Abe Hebert, of Phase 3;
- iv. Jane Treece, of Phase 2B;
- v. A resident of Phase 3 or 4;
- vi. A resident of Phase 3 or 4; and

(b) Elected Directors:

- vii. David Ratliff, President; and
- viii. Ken Pfeifer, Treasurer.

Previous Board Members, Rebecca Weems and Chuck Coburn have been asked to resign by the current Board President, Dave Ratliff. The third and final elected Director shall be elected on the next scheduled election date in accordance with the Association's Articles of Incorporation and the Declaration. All elected directors shall be elected in accordance with the Association's Articles of Incorporation and the Declaration.

3. Funds. All except \$35,000 of the funds located in the Association's Operating Account shall be relocated to a new bank account, designated as a sinking fund for the association (the "Sinking Fund"). The Sinking Fund cannot be accessed or spent without a unanimous vote of the Board, until such time as all seats on the Board are elected by the Members of the Association, at which point the Board may access or spend the funds in the Sinking Fund in the same manner provided for funds in the Operating Account.

4. Bank and Bank Access. All Association funds, including the Sinking Fund, shall remain on deposit with Citizens Bank, until such time as all seats on the Board are elected by the Members of the Association at which point the Board of Directors may vote to change banks. Presently Ken Pfeifer shall remain the only signatory on the Operating Account and shall be the only signatory on the Sinking Fund Account. Kenneth Lopiccolo and Ken Pfeifer shall travel to Citizens Bank together to ensure the Association has access to its funds in the Operating Account and confirm Ken Pfeifer's as the sole signatory on the Operating Account. The signatory authority on the Operating Account and the Sinking Fund account may be amended and/or modified from time to time by the majority vote of the Board.

5. Board Election. As soon as the Declarant sells all lots in the Subdivision except the two lots in the Subdivision located on River Road (the "Final Sale"), the Declarant's power to appoint members to the Board shall cease, and all members to the Board of Directors shall from then forward, be elected by the Members. However, if the Association, through the Board of Directors, makes a claim seeking rights to any monetary compensation against the bond placed by the Declarant with the City of Covington, or otherwise seeks to have Declarant's bond retained by the City of Covington, within two years of the Final Sale, then the method of appointment and election of the Board shall revert back the method set forth in the Declarations,

as amended by the 2012 amendment; that is, six (6) members shall be appointed by the Declarant from the residents and owners in the Subdivision, and three (3) shall be elected by the membership, until the Declarant has sold all lots owned by it in the Subdivision and the City of Covington makes a final determination on the Declarant's bond..

6. DSLDD, L.L.C. The Association agrees that all concerns, complaints, or questions from the Association to DSLDD, L.L.C. ("DSLDD") related to construction or construction-related activities shall be made through Kenneth Lopiccolo. Kenneth Lopiccolo shall report to the Board on DSLDD's responses to said concerns, complaints, or questions within a reasonable time after being notified of said complaints, questions, or concerns.

7. Planning and Zoning. The Association agrees not to file any complaints or make any formal objections to the City of Covington, Office of Planning and Zoning or the Covington City Council against the Declarant or DSLDD. Rather, disputes or complaints related to the Declarant or DSLDD's actions shall be raised to Kenneth Lopiccolo, who will respond on behalf of the Declarant or handle complaints related to DSLDD in accordance with paragraph 6 above.

8. Renaissance Property Management. The parties agree that the Board will terminate Renaissance Property Management immediately. Both Dave Ratliff, President of the Association, and Kenneth Lopiccolo, as a board member and President of Declarant, shall execute the notice of termination.

9. Secretary of State Filings. The parties acknowledge that the September 15, 2012 changes to the Louisiana Secretary of State's records for Directors, and Registered Agent, domicile, and mailing addressed were made by Renaissance without the authorization of the Board, and thus, must be corrected. Ken Pfeifer shall be named as registered agent. The names of all of the Board of Directors shall be listed with the Louisiana Secretary of State. The principal business

address of the association shall be 529 Branch Crossing Drive, Covington, Louisiana, and the mailing address shall be P.O. Box 4105, Covington, Louisiana 70433.

10. Association Responsibilities. The parties agree that the maintenance, including mowing of Phases 1, 2A, 2B, 3, 4, and 5A are the responsibility of the Association. The Declarant agrees that the maintenance of the two remaining undeveloped phases, Phases 5B and 6 shall remain the responsibility of the Declarant until each such phase is approved by the City of Covington and the final subdivision plat for that phase is filed with the St. Tammany Parish Clerk of Court. Upon the filing of the final plat for each phase with the St. Tammany Parish Clerk of Court, all common areas within such phase shall then be maintained by the Association. The maintenance of any and all lots within each phase shall remain the obligation of the Declarant until each such lot is sold to a third party, at which time the maintenance thereof shall pass to the new owner.

11. River Road Entry. The Declarant has allotted \$10,000 for the construction of a formal entry on River Road, but agrees to work in good faith with the Association to upgrade the entry, should the Board determine it is in the Association's interest to do so. All upgrades to the entry over \$10,000 approved by the Board shall be made at the Association's cost.

12. Trees and Ponds. The Declarant has requested that the Board provide funds for the planting of additional trees around the ponds in the Subdivision, which the Declarant estimates will be 30 additional trees at a cost of \$3,000. The Declarant has offered to provide labor and equipment for planting of said trees at its cost. The Declarant agrees to submit a written proposal for this work to the Board, who agrees to consider the matter upon submission.

13. Attorney's Fees. The parties agree that both the Declarant and the Association's attorney's fees associated with the negotiation and preparation of this Agreement and its related documents shall be paid by the Association.

14. Notices. Any notice, demand, consent, approval, request, or other communication or document to be provided hereunder to a party hereto shall be (a) in writing, and (b) deemed to have been provided forty-eight (48) hours after being sent as certified or registered mail in the United States mail, postage prepaid, return receipt requested, to the parties as the following addresses:

Savannahs Homeowners Association, Inc.  
P.O. Box 4105  
Covington, Louisiana 70433

Savannahs Community, L.L.C.  
21056 Smith Road  
Covington, Louisiana 70435

15. Effectiveness. This Agreement shall become effective on and only on its execution by the parties.

16. Complete Understanding. This Agreement represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior negotiations, representations, guarantees, warranties, promises, statements, or agreements, either written or oral, between the parties hereto as to the same.

17. Amendment. This Agreement may be amended by and only by an instrument executed and delivered by each party.

18. Applicable Law and Enforcement. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed hereby shall be governed by the law of the State of Louisiana. The Parties hereto consent to and agree to the jurisdiction and venue of the 22nd Judicial District Court in the Parish of St. Tammany, State of Louisiana as the exclusive and sole venue for any litigation to enforce or otherwise arising out of this Agreement. In the event, a claim, suit or dispute arises under this Agreement, the

prevailing party shall be entitled to recover costs and reasonable attorney's fees incurred in resolving such claim, suit or dispute.

19. Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, in whole or in part, then all parties will be relieved of all obligations arising under such provision, but only to the extent it is illegal, unenforceable, or void. The intent and agreement of the parties to this Agreement is that this Agreement will be deemed amended by modifying any such illegal, unenforceable, or void provision to the extent necessary to make it legal and enforceable while preserving its intent, or if such is not possible, by substituting therefore another provision that is legal and enforceable and achieves the same objectives. Notwithstanding the foregoing, if the remainder of this Agreement will not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected will be enforced to the extent permitted by law.

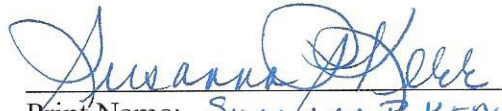
20. Reservation of Rights. Notwithstanding anything contained herein to the contrary, all rights of Declarant under the Declaration, the Articles of Incorporation of the Association, or its bylaws not expressly amended or modified herein shall remain in full force and effect and Declarant expressly reserves all such rights.

21. Further Assurances. The Parties shall cooperate with each other and shall execute and deliver, or cause to be delivered, all other instruments and shall take all other actions, as either party hereto may reasonably request from time to time in order to effectuate the provisions hereof.


THUS DONE AND PASSED, before me the undersigned Notary and two witnesses in duplicate originals, in at Madisonville, Louisiana, on the 19<sup>th</sup> day of November, 2012.

WITNESSES:


SAVANNAHS COMMUNITY, L.L.C.

  
Print Name: SUSANNA P. KERR

By:   
Kenneth Lopiccio, Manager

  
Print Name: Donna S Barback

SAVANNAHS HOMEOWNERS ASSOCIATION, INC.

By:   
David Ratliff, President



NOTARY PUBLIC

Notary or Bar Roll No.: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**Alison C. Bondurant  
NOTARY PUBLIC  
State of Louisiana  
Louisiana Bar Roll No. 29766  
My Commission Expires at Death**