

**Act of (Fifth) Amendment  
to Dedication of Servitudes,  
Easements and Restrictive  
Covenants**

**By: WOODSTONE HOMEOWNER'S  
ASSOCIATION, INC.**

\* **United States of America**  
\*  
\* **State of Louisiana**  
\*  
\* **Parish of St. Tammany**  
\*  
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BE IT KNOWN, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011;

BEFORE ME, Tom D. Snyder, Jr., a Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

WOODSTONE HOMEOWNER'S ASSOCIATION, INC. (the "Association"), a corporation organized and existing under the laws of the State of Louisiana, represented herein by its President, \_\_\_\_\_, duly authorized to act by virtue of a resolution of the board of directors of said corporation, which resolution is attached hereto, and made a part hereof.

Appearer does declare, after being duly sworn, as follows:

WHEREAS, the Dedication of Servitudes, Easements and Restrictive Covenants for Woodstone Subdivision, as amended on May 20, 2005, by Act of Third Amended Dedication of Servitudes, Easements and Restrictive Covenants, recorded in the conveyance records of St. Tammany Parish as Instrument No. 1495539 (the "Woodstone Restrictive Covenants"), provided that the Woodstone Restrictive Covenants may be modified by vote of the owners of at least 51% of the combined (Class A & B) voting membership of the Association; and

WHEREAS, at the meeting of the members of the Association held on August 19, 2008, a quorum of the membership was present and at least 51 % of the combined voting membership (Class A & B) approved the amendments to the Woodstone Restrictive Covenants hereinafter set forth;

WHEREAS, Appearer has been authorized by the Board of Directors of the Association to execute this Act of Amendment of the Woodstone Restrictive Covenants;

NOW, THEREFORE, Appearer, as President of the Woodstone Homeowner's Association, Inc., does hereby declare and promulgate the following amendments to the Woodstone Restrictive Covenants:

1. That Art. VIII Sec. 1 (kk) be added to state:

“Temporary/portable basketball goals will be allowed in front of homes as long as they are stored within three (3) feet of a plane parallel to the front of the home and ten (10) feet on the side of the home. The goal must be stored within that plane and the home when it is not being utilized. Permanent goals are not allowed. Temporary goals may be stored in a backyard or in the home as long as it is within the allowed area described above.”

2. That Art. VIII Sec. (j) is amended to state:

“No structure of a temporary character, and no trailer, house trailer, mobile home, stable, or outdoor clothes dryer shall be erected, used or maintained on any Lot at any time provided, however, the foregoing restriction shall not prohibit the maintenance of those temporary structures, trailers or the like which are necessary during the construction, remodeling and/or renovation of any improvements thereon. No such temporary structures, trailers or the like shall be utilized for dwelling purposes and all such structures, trailers or the like shall be removed from the Lot promptly following the completion of any or such improvements. The foregoing notwithstanding, a boat or trailer is allowed to remain in a driveway for up to 24 hours without violating any restriction. If and when any boat or trailer is moved after the 24 hour period, it cannot be returned to the driveway until at least seven (7) days have passed, after which a new 24 hour period grace period shall commence.

3. That Art. IX Sec. 5 be added to state:

“Structure for Fines

The following fines are hereby imposed for violations of the foregoing covenants. Prior to the imposition of any fine, however, the Association shall:

- a. Provide written notification to the offending party detailing the violation and stipulating that they have fifteen (15) days to rectify the violation;
- b. If the violation is not rectified within the allowed time, a second notice will be sent giving an additional fifteen (15) days to rectify the violation;
- c. If the violation is not rectified within the allowed period provided for in the second notice, a fine of \$100 will be levied. An additional \$10 per day will be assessed until the violation is rectified. The maximum fine shall be \$2,500.
- d. If the violation is still not addressed, a lien may be filed
- e. If the violation is still not addressed, a new violation can be assessed with issuance of one (1) new violation notice giving a thirty (30) day period to address the violation. If the violation is not remedied within the grace period, the fine process is followed again until the violation is rectified or the maximum fine of \$2,500 applied.

- f. A new lien may be filed. Multiple violations and liens may be filed against a homeowner/landowner for unaddressed violations by following this sequence.
- g. If the violation is addressed and occurs again within seven (7) days, then it is considered the same violation and the original fine structure will still be in place.

THUS DONE AND PASSED in Mandeville, Louisiana, on the day, month and year written above, in the presence of the undersigned witnesses, who hereunto subscribe their names along with me, Notary, after due reading of the whole.

**WITNESSES:**

**WOODSTONE HOMEOWNER'S  
ASSOCIATION, INC.**

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By: \_\_\_\_\_

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*NOTARY PUBLIC ID № 69039*  
**TOM D. SNYDER, JR.**  
Parish of Jefferson – State of Louisiana  
My Commission Is Issued For Life.