

**FIRST AMENDMENT TO THE
DEDICATION OF SERVITUDES,
EASEMENTS AND RESTRICTIVE
COVENANTS FOR THE VILLAGE
OF NORMANDY OAKS**

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BEFORE ME, a Notary Public, duly commissioned and qualified, and in the presence of the undersigned and competent witnesses and on the date set forth below,

PERSONALLY CAME AND APPEARED:

ALL STATE FINANCIAL COMPANY, a Louisiana Partnership, organized and existing under the laws of the State of Louisiana, with a mailing address of 321 Veterans Blvd., Suite 201, Metairie, Louisiana 70005, appearing herein through Bruce Wainer and Harold Wainer, its duly authorized partners, hereinafter referred to as "**All State**" or "**Developer**";

1. RECITALS.

1.1 The Village of Normandy Oaks, located in St. Tammany Parish, Louisiana, is a residential subdivision governed, controlled, and encumbered by a Dedication of Servitudes, Easements and Restrictive Covenants dated February 7, 2012, and recorded on February 9, 2012 as Conveyance Instrument No. 1844154 ("**Restrictive Covenants**");

1.2 Article X of the Restrictive Covenants provides that the Restrictive Covenants can be modified, in whole or in part, by act of amendment signed by the Developer alone and duly recorded with the Clerk of Court for St. Tammany Parish.

1.3 Article II, Section 1.5 of the Restrictive Covenants provides that "Developer" shall mean and refer to All State Financial Company or its successor entity who is assigned the rights of All State Financial Company as the Developer.

1.4 All State is the Developer under the Restrictive Covenants, and the Developer is authorized to modify and amend the Restrictive Covenants as set forth herein;

1.5 All State desires to make certain changes to the Restrictive Covenants and in furtherance thereof shall amend the Restrictive Covenants in the particulars hereinafter set forth;

NOW THEREFORE, in furtherance of the matters set forth in the Recitals, the Developer does hereby contract, agree, and hereby amend the Restrictive Covenants in the following particulars:

2. AMENDMENTS.

2.1 By amending Article IX, entitled "RESTRICTIONS FOR USE OF PROPERTY," Section 1.5 Vehicles; Trailers, to read as follows:

1.5 Vehicles; Trailers. No junk vehicles, commercial vehicles, trailer, camp truck, boats, mobile home, motor home, buses, tractors, house trailer, modular home, geodesic dome, prefabricated home, or home designed for movement on wheels, or other machinery or equipment of any kind or character shall be kept or maintained upon The Property, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any Lot; provided, however, this restriction shall not apply to recreational vehicles, motor homes, recreational trailers, or boats on a trailer kept within an enclosed garage. The parking of any vehicle within a street right of way or on the lawn or grassy area of any Lot or Common Area is strictly prohibited. Fifth (5th) wheel trailers and boats on a trailer may be maintained in a side yard when kept behind a wood or masonry fence; and if visible from the

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street fronting the Lot, they must be kept twenty (20') feet behind the fence. However, if the fence is already set back twenty (20') feet from the corner of the main residential house on the Lot, then the boat may remain directly behind the fence. No junk vehicles, commercial vehicles, trailer, camp truck, mobile home, motor home, buses, tractors, house trailer, modular home, geodesic dome, prefabricated home, or home designed for movement on wheels, or other machinery or equipment of any kind or character shall be kept or stored in a side yard on any Lot.

2.2 By amending Article IX, entitled "RESTRICTIONS FOR USE OF PROPERTY," Section 1.24 Accessory Structure Setbacks, to read as follows:

1.24 Accessory Buildings and Setbacks

1.24.1 The side and rear setback line restrictions established herein above shall apply to all types of buildings, accessory buildings, structures, cabanas, gazebos, detached garages, sheds, workshops and other constructions and works on any Lot except for as provided herein below.

1.24.1 (a) Swimming Pools and Decks. In no event shall a swimming pool or deck be located nearer than ten (10) feet to any Lot line.

1.24.1 (b) Out-Buildings or Sheds. In addition to complying with all setback line restrictions herein above described for Lots, placement or construction of an out-building or shed must comply with the following requirements:

1. It shall have a maximum of 144 square feet under beam.
2. It shall have a maximum height of 14 feet from the existing ground elevation to the rooftop, unless a written request to exceed 14 feet is submitted and approved by the Architectural Control Committee.
3. It must architecturally conform and be compatible with the elevation, design, color and material of the main residential dwelling on the Lot. The roof must be shingled the same color and material as the main dwelling.

1.24.2 All types of buildings, accessory buildings, structures, cabanas, gazebos, detached garages, sheds, workshops and other constructions shall not be added or constructed without written approval by the Architectural Control Committee.

1.24.3 All swimming pools, hot tubs, patios, decks, sheds, outbuildings, storage units and other accessory buildings shall be enclosed behind a fence. Said fence must be constructed in conformity with Article VIII, Section 1 and Article IX, Section 1.30 herein.

2.3 By amending Article IX, entitled "RESTRICTIONS FOR USE OF PROPERTY," to include 1.31, 1.32 and 1.33 as hereinafter set forth:

1.31 HVAC units. No window HVAC unit shall be installed in any window of the dwelling on a Lot.

1.32 Exterior Site Lighting. Exterior lighting shall not infringe upon adjacent neighbors. All accent lighting should utilize low voltage, direct task type fixtures, and should be as close to grade as possible. The wattage is to be determined by the ARC. All exterior lighting must be approved by the ARC prior to installation.

1.33 Security Flood Lighting. Security flood lighting shall not infringe upon adjacent neighbors. Only recessed lighting or decorative lighting is allowed in the front of the dwelling located on a Lot, with the exception that two security floodlights in the front yard and two security flood lights in the rear yard are acceptable.

2.4 By amending Article X, Section 2 Construction and Enforcement, to read as follows:

Section 2 Construction and Enforcement The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community of The Village of Normandy Oaks. Enforcement of these servitudes, privileges and restrictions shall be by any legal proceeding against any person or persons violating or attempting to violate any servitude, privilege or restriction, either to restrain or enjoin violation or to recover damages, or both: and the failure or forbearance by the Association or the Owner of any Lot to enforce any servitude, privilege or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The provisions hereof may be enforced, without limitation, by the Association, by any Owner of any Lot which becomes subject to the provisions hereof. The Board of Directors of the Association is hereby authorized to impose a monetary penalty upon the Owner of a Lot when the Owner or a person or persons with the express or implied consent of the Owner violates the Restrictive Covenants. Said monetary penalty shall be determined by the Board of Directors in their sole discretion.

3. SURVIVING PROVISIONS

In all other respects, the Original Covenants, except as expressly hereby amended, shall remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

THUS DONE AND PASSED in Metairie, LA on the 3rd day of April, 2017, in the presence of the undersigned competent witnesses and me, Notary, after reading of the whole.

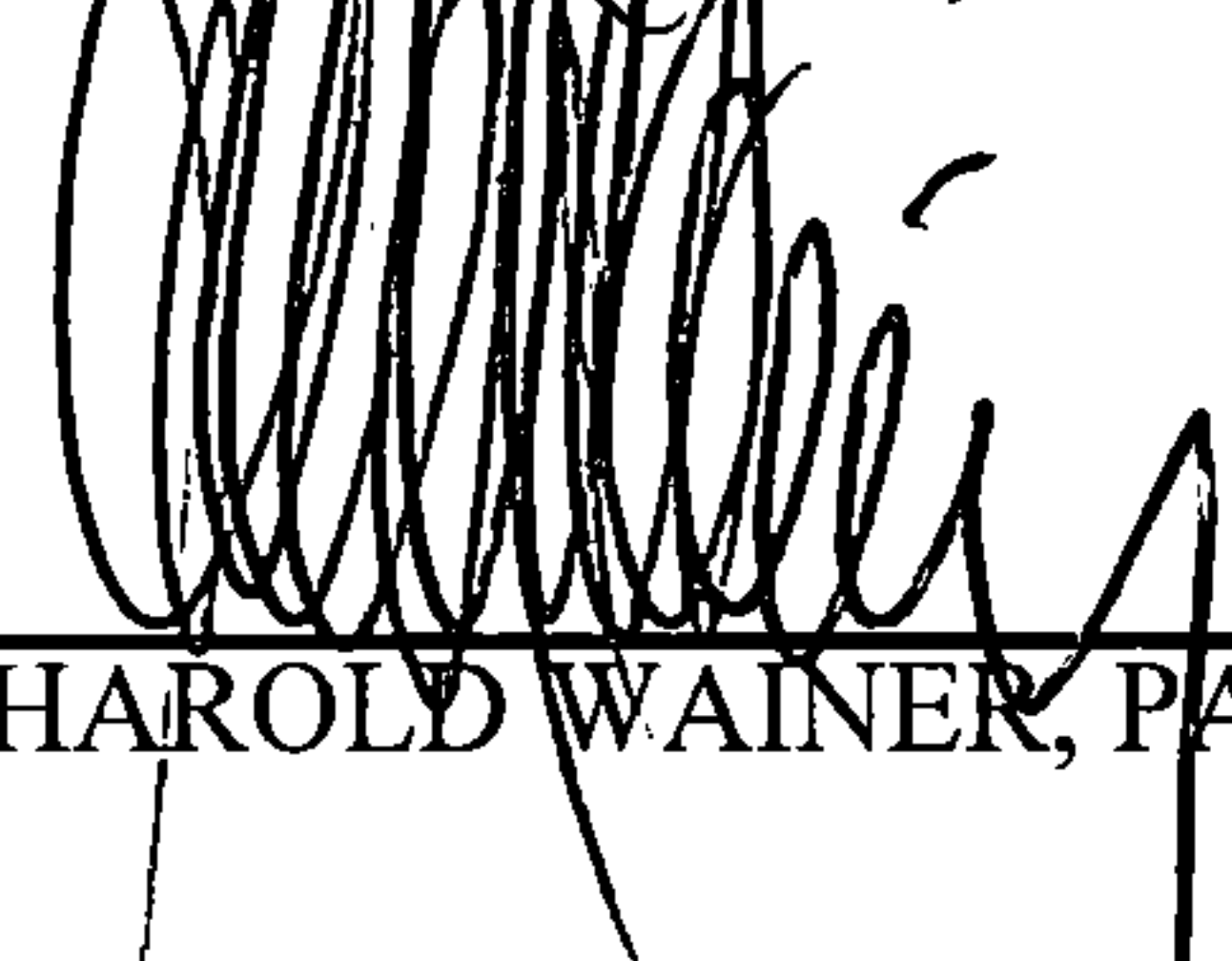
WITNESS:


ALL STATE FINANCIAL COMPANY

Pat Gantner
Print Name: PAT GANTNER

BY: 
BRUCE WAINER, PARTNER

Bette Yawn
Print Name: Bette YAWN

BY: 
HAROLD WAINER, PARTNER


NOTARY PUBLIC
Print Name: _____
Commission No. _____
My Commission Expires: _____

DAVID M. BERINS
NOTARY PUBLIC
Notary No. 90959 * LA Bar No. 33008
State of Louisiana
My Commission is for Life