

AMENDMENT NO. 1 TO RESTRICTIVE COVENANTS AND RECORDS OF ASCENSION TRACE SUBDIVISION

INSTRUMENT # 00669436
ASCENSION CLERK OF COURT
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STATE OF LOUISIANA
PARISH OF LIVINGSTON

DEPUTY CLERK & RECORDER

BE IT KNOWN AND REMEMBERED that on this 29th day of May, 2007, before me, a

CERTIFIED TRUE COPY BY

Notary Public, duly commissioned and qualified within and for the parish and state mentioned above, and

DEPUTY CLERK
SLIP PR 102

in the presence of the undersigned competent witnesses, personally came and appeared **ASCENSION TRACE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**, a Louisiana corporation, domiciled in the Parish of Livingston, State of Louisiana, and whose permanent mailing address is declared to be 1240 Range Avenue, Denham Springs, Louisiana 70726, represented herein by its duly authorized Director, Saun A. Sullivan, who declared that it does, by and pursuant to the authority conferred upon it by Paragraph No. 9 in the Restrictive Covenants for Ascension Trace Subdivision dated September 24, 2003 and recorded at Instrument No. 560310 of the official conveyance records of the Parish of Ascension, State of Louisiana, hereby revise and amend said restrictions and covenants as follows, to-wit:

Paragraph 10 is amended to read as follows:

- 10. No house, trailer, mobile homes, buses, commercial vehicles or trucks shall be kept, stored, repaired or maintained on any lots or tracts, servitude or right-of-way, in any manner which would detract from the appearance of the subdivision. This does not pertain to the Developer who may place a sales office or job trailer on a site within the neighborhood. There shall be no parking of vehicles on any right-of-way within the subdivision; vehicular parking shall be limited to the driveway areas only.

Paragraph 13 is amended to read as follows:

- 13. No signs of any kind shall be displayed to the public view on any lot or tract, except customary signs advertising the lot for sale or rent, security signage or such signs as to pet warnings.

Paragraph 14 is amended to read as follows:

- 14. Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Development, provided that up to two (2) generally recognized house pets may be kept in Dwellings, subject to the rules and regulations adopted by the Association, through its Association, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Areas. Pets shall be under leash at all times when walked or exercised in any portion of the Common Areas, and no pet shall be permitted to leave its excrement on any portion of the Common Areas, and the Owner of such pet shall immediately remove the same. Upon the written request of any Owner, the Association may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section 14, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Association shall have the right to require the owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance or to be in violation of these restrictions. The Association shall have the further right, subject to

Section 9 hereof, to fine any Owner (in an amount not to exceed \$150.00 per violation) for the violation of these pet restrictions by such Owner or an occupant of his Lot or Dwelling, and an Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of an occupant of such Owner's Lot or Dwelling. Any such fine or cost of repair shall be added to and become a part of that portion of any assessment next coming due to which such Lot or Dwelling and its Owner are subject. Declarant reserves the right to designate in writing portions of the Additional Property as an equestrian area with the keeping and riding of horses to be specifically allowed within such area.

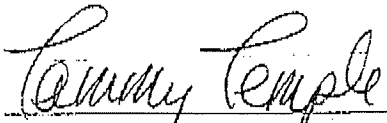
Paragraph 15 is amended to read as follows:

- 15. Lot owners shall keep their respective lots or tracts mowed and free from noxious weeds. In the event owners fail to discharge this obligation, the Developer may, at its own discretion, cause the lot(s) or tract(s) to be mowed with the owner thereof obligated to pay the cost of such mowing. Failure to pay such cost may cause a lien to be filed against said lot. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Development, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Development, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Development. Noxious or offensive activities shall not be carried on in any Lot, Dwelling or High Density Residential Area or in any part of the Common Areas, and each Owner, his family, tenants, guests, invitees, servants, and agents shall refrain from any act or use of a Lot Dwelling or High Density Residential Area or of the Common Areas which could cause disorderly, unsightly, or unkempt conditions, including but not limited to, the residue and waste of fireworks displays, or which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other portions of the Development which could result in a cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior speakers, horns whistles, bells, or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used, or placed within the Development. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Development shall be liable to the Association for the actual cost of removal thereof or the sum of \$150.00, whichever is greater, and any sum shall be added to and become a part of that portion of any assessment next becoming due to which such Owner and his Lot of Dwelling are subject. Exterior holiday decorations for the Christmas season may not be displayed before Thanksgiving and must be removed prior to January 10th.

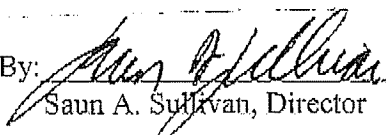
THUS DONE AND SIGNED at Denham Springs, Louisiana, this 29th day of May, 2007, in the presence of me, Notary, and the undersigned competent witnesses.

WITNESSES:

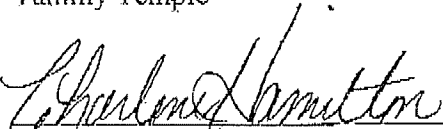
ASCENSION TRACE SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.



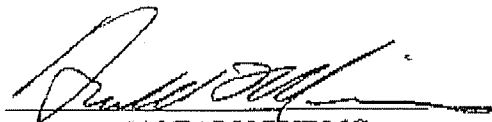
Tammy Temple

By: 

Shaun A. Sullivan, Director



Charlene Hamilton



NOTARY PUBLIC
DONALD L. MIERS, JR.
BAR ROLL NO. 26687