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October 12, 2010

VIA E-MAIL

Mr. Robert S. Austin
187 S. Beadle Rd.
Lafayette, LA 70508

RE: Audubon Plantation Subdivision
Our File No.: J-3209

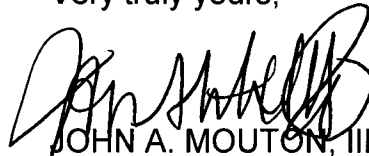
Dear Bob:

Enclosed herewith please find a copy of the Amendment to Subdivision Restrictions for Audubon Plantation Subdivision which has now been recorded with the Lafayette Parish Clerk of Court.

I look forward to your comments at your convenience.

With best wishes, I am

Very truly yours,



JOHN A. MOUTON, III

JAM,III/ab
Enclosures

cc: Ms. Rebekke Raines

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Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
PO Box 2009
800 South Buchanan
Lafayette, LA 70502
(337) 291-6400

First VENDOR

AUDUBON PLANTATION OWNERS ASSOC INC

First VENDEE

AUDUBON PLANTATION OWNERS ASSOC INC

Index Type : Conveyances


File Number : 2010-00040362

Type of Document : Amendment

Recording Pages : 4

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

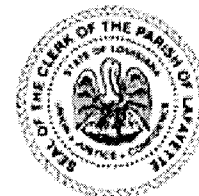

Clerk of Court

On (Recorded Date) : 10/07/2010

At (Recorded Time) : 9:44:46:000 AM



Doc ID - 030357480004



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STATE OF LOUISIANA

AMENDMENT TO ACT OF DEDICATION AND RESTRICTIVE COVENANTS FOR AUDUBON PLANTATION OWNERS ASSOCIATION, INC.

PARISH OF LAFAYETTE

BE IT KNOWN, that on this 5th day of October, 2010, before me, the undersigned Notary Public, duly commissioned and qualified as such, personally came and appeared:

SAWGRASS DEVELOPMENT, LLC, a Louisiana limited liability company, whose permanent mailing address is 187 S. Beadle Road, Lafayette, LA 70508, appearing herein by and through its duly authorized Manager, Robert S. Austin, pursuant to Articles of Organization recorded under Entry No. 2006-56006,

who, after being first duly sworn, did depose and declare that:

WHEREAS, Appearer executed and caused to be recorded Restrictive Covenants for AUDUBON PLANTATION, which Covenants are dated August 23, 2010 and were filed for record under Entry No. 2010-34963, records of Lafayette Parish;

WHEREAS, under Article 8.01, Appearer reserved the absolute right to amend the Restrictive Covenants until certain conditions were met.

WHEREAS, Appearer has deemed it appropriate to amend the Restrictive Covenants in the respects set forth hereinafter, accordingly:

NOW THEREFORE, Appearer appears herein for the purpose of amending the original Act of Dedication and Restrictive Covenants for Audubon Plantation Subdivision in the following respect, to wit:

A.

Article 3.03 of the Restrictive Covenants is hereby amended and restated so that same shall now read as follows, to-wit:

3.03 Driveways, Walkways, and Parking Areas. The location and type of materials (i.e. washed gravel, brick pavers, colored concrete, etc.) used for driveways, walkways, and parking areas must be shown on the site plan submitted by Owner for approval to the Architectural Control Committee. A Driveway shall not be constructed closer to the side property line than permitted by Lafayette City-Parish Consolidated Government, particularly where an electrical transformer or pedestal is located near the side property line. Driveways shall be a minimum of three (3) feet from the adjacent lot line separating the lot upon which the drive is located from the neighboring lot, and no drainage from the driveway shall be permitted to flow onto the neighboring lot.

No driveways shall be installed closer than ten (10') feet to Lafayette Utilities System electrical equipment, including both transformers and utility cabinets, without obtaining a variance both from the Architectural Control Committee and approval by the appropriate personnel at the Lafayette Utilities System, and then only in compliance with all requirements as may be imposed by either the Architectural Control Committee or LUS.

No sidewalks shall be installed closer than ten (10') feet from the back side of the sidewalk and the front of any Lafayette Utilities System electrical equipment, including both transformers and cabinets without obtaining a variance both from the Architectural Control Committee and approval by the appropriate personnel at the Lafayette Utilities System, and then only in compliance with all requirements as may be imposed by either the Architectural Control Committee or LUS.

B.

Article 7.02 of the Restrictive Covenants is hereby amended and restated so that same shall now read as follows, to-wit:

7.02 Assessments and Their Uses. The uses of the annual and special Assessments levied by the Association shall be to maintain, preserve, and operate the Association Property for the benefit of the Members and to carry out the powers, duties, and functions of the Association as set forth in this Declaration. Such purposes shall also include, but not be limited to, providing utility services to the Association Property, paying ad valorem taxes thereon, providing funds for the payment of unexpected liabilities and expenses incurred by the Association during the preceding year, and maintaining and preserving said property, as well as for the creation of reasonable reserves for future maintenance, preservation, operation and/or capital improvements or expansion of said property.

Notwithstanding anything to the contrary contained herein, the Declarant shall not be liable for any annual assessments or any quarterly installments thereof pursuant to this Article and this Declaration or any By-Laws or other Rules or Regulations adopted pursuant hereto. In consideration thereof, Declarant agrees that it shall pay the actual balance due in order to fund all maintenance, preservation and operation of the Association property to the extent that the assessments collected from any lot owners are insufficient to cover same. This exemption shall continue until such time as ninety (90%) percent of the lots are sold or until four (4) years from the date of execution of this Declaration, whichever occurs last, after which, Declarant shall pay assessments for each lot still owned by Declarant, if any, in the same manner and in the same amounts as any regular lot owner. The within exemption from liability for assessments in favor of Declarant may not be modified or amended by any amendment to the Restrictive Covenants unless Declarant agrees to such amendment and joins in same.

C.

Article 8.01 of the Restrictive Covenants is hereby amended and restated so that same shall now read as follows, to-wit:

8.01 Amendment.


A. It is intended that the property subjected to this declaration is merely the first phase of a much larger subdivision. Declarant reserves the right by Amendment, Supplemental Declaration, Annexation or otherwise to annex all or any portion of the property described in Section 1.13 into Audubon Plantation. However, Declarant reserves the right to impose upon said property the within restrictions, a different set of restrictions, or any such other restrictions as Declarant chooses to impose upon the additional property. Finally, Declarant reserves the right to not annex any portion of said property. For so long as Declarant is in a position to annex all or any portion of the property described in Section 1.13 into Audubon Plantation whether by virtue of owning said property having an Option to Purchase same or otherwise, Declarant reserves the absolute right to amend the within restrictive covenants in such manner as Declarant may deem appropriate, provided however that no improvements constructed in accordance with these covenants shall be deemed to be a violation of the covenants as amended if said improvements were constructed in accord with the covenants in effect at the time construction took place.

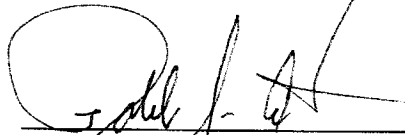
- B. Amendments affecting the side or rear setback requirements for any Lot shall require the approval of the Lot Owner adjacent to or bounding the lot lines which may be affected, even in those instances where the Declarant may unilaterally amend these restrictions.
- C. No amendment which affects or modifies the exemption from assessments granted to Declarant in Article 7.02 shall be effective unless such amendment is joined in and agreed to specifically by Declarant.
- D. Except as provided in Subsections A & B above, this Declaration may be amended by the vote of a two-thirds (2/3) majority of the Lot Owners. The President and Secretary of the Association shall be authorized to execute any amendment which has been authorized by a majority vote of the members and shall so certify on any act of amendment to this Declaration. For the purposes of counting votes, each Lot Owner shall be entitled to one vote, provided however, that Declarant shall have four votes by each Lot owned by it in the original subdivision and/or any subsequent phases which are annexed into same.

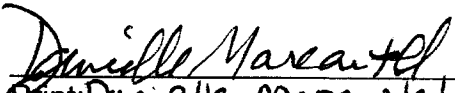
In all other respects, the Restrictive Covenants shall remain as originally written.


THUS DONE AND PASSED, before me, Notary on the date first hereinabove written, before me, Notary, and in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESSES:


 Print: Amy Bourzue


 SAWGRASS DEVELOPMENT, LLC,
 by Robert S. Austin


 Print: Danielle Marcantel


 JOHN A. MOUTON, III
 NOTARY PUBLIC
 NOTARY ID NO. 43342