

FIRST AMENDMENT TO
ACT CREATING
DEED RESTRICTIONS
AND COVENANTS

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

BY: BEDICO MEADOWS, LLC

FOR: BEDICO MEADOWS, PHASE I

FILE COPY

BE IT KNOWN, that on this 9th day of October, 2007,

BEFORE ME, MARTHA L. JUMONVILLE, Notary, in the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

BEDICO MEADOWS, LLC, a limited liability company organized under the laws of the State of Louisiana, domiciled and doing business in St. Tammany Parish, Louisiana, herein represented by its undersigned authorized member/manager by consent previously filed with the Clerk of Court, Tangipahoa Parish, the mailing address of which is declared to be 2270 7th Street, Mandeville, LA 70471. (hereinafter referred to as "Developer").

WHICH DEVELOPER DECLARED, that it is the record owner of certain property located in Sections 12 and 38, Township 7 South, Range 9 East, Tangipahoa Parish, Louisiana on which 203 residential lots have been developed designated hereafter as Bedico Meadows, Phase I, a full legal description of the parcel affected hereby and the location of the lots thereon are shown by reference to the said Subdivision Plat which has been approved by the Parish authorities and duly filed with the Clerk of Court, Tangipahoa Parish, as an official Map File for Bedico Meadows.

AND WHICH DEVELOPER DECLARED, that it desires to amend the Deed Restrictions and Covenants for the developed and approved phase of Bedico Meadows, Phase I which Deed Restrictions were established by act dated June 27, 2006 and thereafter duly recorded with the Clerk of Court, Tangipahoa Parish as Book 1064, Page 610 Instrument No. 724315. The existing restrictions provide for the Developer's right to amend the restrictions for any legitimate business purposes as provided in Section XII, 2 therein, so long as Developer continues to own one lot which Developer certifies that it does.

NOW THEREFORE, the Developer hereby declares that all lots in Bedico Meadows, Phase I shall be and are held, conveyed, hypothecated, encumbered, sold, leased, rented,

EXHIBIT C

Total Pages 3

used, occupied and approved subject to the covenants, privileges, restrictions and contractual obligations and rights as set forth in the act recorded as Instrument No.

724315 as hereby amended all of which are declared to be in aid of a plan for the improvement of the Property. These Deed Restrictions and Covenants shall be deemed to run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

AND NOW, Developer declared that its address for all purposes shall be the address on file for said corporation with the Secretary of State, State of Louisiana, currently 2270 7th Street, Mandeville, La. 70471.

AND NOW, Developer further declared that Section III, 5. and 16. of the Deed Restrictions and Covenants are amended so as to hereafter read as follows:

5. Clearing Trees and Placing Fill -- Except for those trees that are located within ten (10.0") feet of the building site as shown on the plans submitted prior to construction, no sound trees measuring in excess of six (6) inches in diameter at three (3) feet above the ground shall be removed without written approval of the ACC. Before cutting any tree, builder or owner should take every precaution to protect existing trees on the lot or adjacent lots. Such precautions may include (but are not limited to) topping trees and/or any procedures as may be determined necessary are advisable by ACC. The ACC reserves the right to require that it inspect the property after the trees are marked and before cutting of any trees. Each owner is responsible for planting an additional two (2) trees in the front yard and two (2) trees in the back yard having at least one (1") inch in diameter at three feet above the ground before the house is offered for sale and/or occupied.
16. No house shall be occupied until and unless there has been installed (and thereafter maintained) at least minimal ornamental landscaping around the front of the house commonly referred to as the "builder's landscaping package", defined as landscaping that covers 90% of the width of the front of the house excluding drives and walks, and the trees required to be planted in section 5 hereinabove are installed. Front yard areas shall be maintained in their natural state utilizing vegetation and ground cover to the maximum extent possible. No fill material shall be added to the front yard area with the exception of under the driveway and more than 5 feet away from the foundation of the house. Landscape planters constructed adjacent to the house shall be considered part of the foundation for purposes of this article and must remain within the building setback area. Care shall be taken during construction to protect these areas.

AND NOW, Developer declared that Section VI, 3. and 4. of the Deed Restrictions and Covenants are amended so as to hereafter read as follows:

3. Disclaimer. Review of plans and specifications by the ACC is only for the purpose of assuring compliance with the restrictions and maintaining

the desired aesthetics for the subdivision and the steady quality of construction on the property affected by these restrictions and is not intended nor shall it be construed to be for the benefit of any other party(ies), nor is it to be construed as any approval of any regulatory approval such as but not limited to parish and state local codes. No party who submits plans and specifications shall have any right or cause of action against the ACC, or any of its members for alleged negligent or intentional failure to advise of any deficiencies or defects therein, it being understood that same is not being monitored, and no such duty is owed.

4. Sign Control. No sign shall be placed on a lot or on the exterior of any building constructed on a lot without prior approval of the ACC, except a sign offering a lot or lots for sale. Such for sale signs may not exceed four (4) square feet, except the original builder may erect a sign up to six (6) square feet. However, a large sign may be erected by the Developer at a location approved by the ACC. This section does not affect signs announcing the name of the subdivision, which shall be of such size and at such location as the ACC determines appropriate.

AND NOW, Developer declared that Section VIII. 2. last sentence is amended to hereafter read as follows:

"The initial annual assessment shall be the sum of \$300.00."

AND WHO DECLARED, that except as amended herein, the restrictions remain as originally written.

THUS DONE AND PASSED, in the presence of me, Notary, and that of that undersigned competent witnesses, after reading the whole and for the purposes stated herein, this 1st day of ~~September~~, 2007, Covington, Louisiana.

October

WITNESSES:

Debbie Rinaldi
DEBBIE RINALDI

Mary Hess
MARY HESS

BEDICO MEADOWS, LLC

BY: Mark Malkemus
MARK MALKEMUS, MEMBER/MANAGER

[Signature]
NOTARY PUBLIC

BAR ROLL OR NOTARY # 7592

MARSHA C. JAMONVILLE