

**AMENDED AND RESTATED RESTRICTIVE COVENANTS
FOR THE SHADOWS AT MANCHAC**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on the dates stated below, before us, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

THE SHADOWS AT MANCHAC HOMEOWNERS ASSOCIATION, INC.
(the "Association"), a Louisiana non-profit corporation domiciled in Ascension Parish, Louisiana, whose mailing address is c/o Community Management, P.O. Box 1057 Denham Springs, LA 70815, represented herein by Misty Entremont and Justin Trey Smith, the sole directors and officers of the Association

who did depose and say that The Shadows at Manchac Development, LLC and McCrory Road Land Holding, L.L.C. established covenants and restrictions for The Shadows at Manchac, Phase 1, in Ascension Parish, Louisiana (the "**Property**") by act entitled Restrictive Covenants for the Shadows at Manchac, Phase 1 recorded in the office of the Clerk and Recorder for Ascension Parish, Louisiana, as Instrument Number 00834334 on September 4, 2013, as amended by act entitled First Amendment to The Restrictive Covenants for The Shadows at Manchac, Phase 1, recorded in the office of the Clerk and Recorder for Ascension Parish, Louisiana, as Instrument Number 00845110 on February 27, 2014. The Shadows at Manchac Development, LLC and McCrory Road Land Holding, L.L.C. transferred all their developer rights in the Property to First Horizon, Inc., recorded in the office of the Clerk and Recorder for Ascension Parish, Louisiana, as Instrument 00849077 on ~~October 14, 2020~~^{October 14, 2020} (collectively, The Shadows at Manchac Development, LLC, McCrory Road Land Holding, L.L.C., and First Horizon, Inc., the "**Developer**"). First Horizon, Inc. added Lots 61-158, the Second Filing, by act entitled Second Amendment to Restrictive Covenants for Lots in Shadows at Manchac Subdivision, Phase 1, recorded in the office of the Clerk and Recorder for Ascension Parish, Louisiana, as Instrument Number 00869139 on March 16, 2015 (collectively, as amended, the "**Restrictions**"). On October 14, 2020, by act entitled Assignment and Transfer of Rights By the Developer For The Shadows At Manchac Subdivision, recorded in the office of the Clerk and Recorder for Ascension Parish, Louisiana, as Instrument Number 1007209, First Horizon, Inc. assigned and transferred all rights as Developer under the Restrictions to the Association.

Section 25 of the Restrictions allows the Developer to amend the Restrictions at any time. The Association, as assignee of the Developer, desires to amend and restate the Restrictions in their entirety.

NOW, THEREFORE, the Association does hereby amend and restate the Restrictions as follows:

1. Lot Numbers One (1), Two-A (2-A), Two-B (2-B) and Lot Numbers Three (3) Through Sixty-A (60-A), and Lots Sixty-One (61) through One Hundred Fifty-Eight (158), inclusive ("the Lots") are designated for residential use only and may not be re-subdivided by any Lot Owner except as herein provided.
2. There shall be established "The Shadows at Manchac Homeowners Association, Inc." (the "Association"). Neither the members of the Association, nor its designated representatives, shall be entitled to receive any compensations for services performed in connection with the administration of these covenants. The Association shall be governed by a Board of Directors and

all Owners are members of the Association. Owner, as used in these Restrictions shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot. Any person or entity having an interest in any Lot merely as security for the performance of an obligation shall not be an "Owner" until such time as the interest holder acquires title by foreclosure or any proceeding or act in lieu of foreclosure.

3. Tract CA-1, Tract STP, and Tract CA-2 (the "Common Areas") as used in these Restrictions are owned by the Association and for use by the Owners.

4. No building shall be directed, altered, placed, or permitted to remain on any Lot or tract other than one single family dwelling, not to exceed one and one-half stories in height, with the usual appropriate outbuilding, private garages, and/or carports designed to house automobiles. The Association's Board of Directors ("the Board") has the right to decide the precise site, location, and orientation of all structures, including, but not limited to, swimming pools, concrete pads, and fences upon all Lots, including any waivers or variances which, in its sole discretion, it may grant.

5. Building setback lines from all streets are set forth on the official plat or plats of this subdivision. In addition, no building shall be constructed or placed near than five (5) feet to any side line. Lattice and slats will not constitute an acceptable wall structure.

6. Servitude and right-of-way for the installation and maintenance of utilities, sewerage, and drainage facilities, as shown on the map of record, or as designated on any individual Lot, are dedicated to the perpetual use of the public for such purposes.

7. Each Lot Owner shall pay a sewer deposit and rate as set forth by the Public Service Commission to the sewer system operator.

8. Residential dwellings must be a minimum of seventeen hundred (1700) square feet living area, and exterior must consist of at least sixty percent (60%) brick and / or stucco.

9. No residential structure shall be constructed of imitation brick, concrete block, imitation stone, or asbestos on the exterior. The Board may impose other appropriate and reasonable standards for exterior finishes and materials so that such finishes in materials which may be deemed undesirable, or which in the Board's discretion, detract from the values of the dwelling itself or of the surrounding properties or detract from the general appearance of the neighborhood or the value of the adjacent structures, will not be utilized.

10. No residence or building of any kind, no improvements which extends above ground level and no fence shall be erected, placed, altered, or permitted on any Lot unless and until the construction plans, specification elevations, and a plan showing the location for the structure shall have been approved in writing by the Board which shall have the power and duty to review all plans and specifications and other application submitted to the Board, in such form as may be required by the Board, to determine whether the proposed installation, construction or alteration is in conformity and harmonious with exterior of the external design and general quality with the existing standards of the subdivision and the location of structures with respect to all matters, including topography, finish ground elevation, environmental issues, and surrounding structures. No fence or wall shall be erected, placed or altered on any Lot closer to any street than the minimum building setback line, nor in any near any street then the location of the front of the house. No fence should exceed six (6) feet in height.

11. The Board shall take action on any plans or application submitted as here and provided within thirty (30) days after receipt thereof. Approval by the Board, if granted, together with any conditions imposed by the Board, shall be made in writing and shall be returned to the applicant. Failure of the Board to approve or disapprove within thirty (30) days after receipt shall be deemed approval. Approval by the Board of submitted plans and specifications has no effect other than to satisfy the requirement that approval must be obtained *prior* to the commencement of construction. Approval of submitted plans and specifications *does not* (a) establish that construction completed in accordance with the submitted plans will not violate any of the other protective covenants set forth in these restrictions or any other provision of these restrictions, (b) constitute approval of any variance of any protective covenants which the board of directors is authorized to allow in accordance with the terms of these restrictions, unless expressly stated by the Board in writing, or

(c) establish that construction completed in accordance with the submitted plans will conform to any applicable laws, ordinances, rules, and regulations. The Board shall have the right to approve or disapprove any plan or application submitted in its sole discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations, which shall be deemed sufficient. The Board, in its sole discretion, may also allow any variances to the Restrictions.

12. Construction pursuant to approved plans must commence within six (6) months after the plans are approved or deemed approved by the board of directors unless such approval is expressly effective for any such a longer period of time as the Board may designate. In the event construction is not commenced within this (6) six-month period (or longer) period, the Owner must re-submit plans and specifications for approvals unless the board of directors read submission.

13. Failure to receive approval of plans or failure to submit plans prior to the commencement of the work shall be subject to a fine of seventy-five dollars (\$75.00). Furthermore, a Home or other structure not constructed in conformity with approved plans may be required to be torn down or removed at the expense of the Owner.

14. Any costs and expenses, including attorney fees or management fees, incurred by the Board of Directors for enjoining any construction or improvements shall be added to and become a part of the assessment against the Owner and his Lot.

15. The Board shall have the right during reasonable hours to enter upon and inspect any Lot and structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any structure or the use of any law or structure is in compliance with the provisions of this Restrictions and the manual inspections and the Board, or any of its agents or invitees, shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection. An inspection made by the Board shall not be deemed to be a substitute inspection for any inspection required by the building official of the Parish of Ascension or any mortgagee but shall be considered an additional inspection.

16. In the event of a dispute between an Owner of a Lot and the Board concerning whether the Owner's proposed construction, repair, or remodeling should be approved under these Restrictions or the laws of Louisiana, such dispute shall be settled by arbitration in accordance with the Home Construction Arbitration Rules and Mediation Procedures of the American Arbitration Association, except to the extent modified herein, and judgment upon the award for enforcing the decisions rendered by the arbitrators maybe be entered in any Court having jurisdiction to render such a judgement. Upon the disapproval by the Board of any properly submitted plans for proposal, the Owner shall have (10) ten days to initiate arbitration in accordance with the rules of the Home Construction Arbitration Rules and Mediation Procedures of the American Arbitration Association for the decision of the Association will be final. Arbitrators shall be entitled to a reasonable fee for a time of service and associated expenses and such fees, expenses, and other costs are to be paid by the Owner demanding arbitration.

17. Each officer for a member of the Board shall be indemnified by the Association against all liabilities and expenses, including attorneys' fees reasonable incurred by, or imposed on, such officer or member of the Association in connection with any dispute or proceeding to which the Association or any such officer or member of the Association may be a party, or in which any officer or member of the Association may become involved by reason of his or her being or having been an officer or member of the Association at the a time set expenses are incurred, unless the officer or a member of the Association is adjudged guilty of willful malfeasance or misfeasance in the performance of his or her duties. The above described right of indemnification shall not be exclusive of all other rights to which any officer or a member of the Association may be entitled, but shall be in addition to such other rights. The indemnification of the Association provided here and is limited to the assets of the Association and no person or entity, solely by reason of membership in the Association shall have any liability pursuant in this Paragraph.

18. No house trailer, truck (other than pickup trucks), tent, mobile home, commercial vehicle, recreational vehicle, golf cart, all-terrain vehicle, four wheeler, school bus, camper, boat, or any other related forms of transportation devices or trailers therefor shall be kept, stored, or repaired, or maintained on any Lot on the Common Areas, servitudes, or right-of-ways,, unless such

transportation device is kept in a Board approved structure and such transportation device is not visible above the fence of the Lot, from any street, other Lot, or Common Area. Towing may be enforced at the Owner's expense if the transportation device or trailers therefor are in violation for a period of time in excess of twenty-four (24) consecutive hours. The HOA shall not be liable to the owner for trespass, or conversion, nor guilty of any criminal acts by reason of such towing and neither is removal or failure of the Owner to receive any notice of any said violation grounds for relief of any kind.

19. All motorized vehicles including but not limited to golf carts, ATV's, scooters, motorcycles are strictly prohibited from driving on sidewalks, walking paths, detention pond, and Common Areas.

20. No structure of a temporary character, trailer, recreational vehicle, tent, mobile home, basement, garage, shop, barn, or other outbuilding shall be used or employed on any Lot at any time as a residence, nor allowed on any Lot for more than seventy-two (72) hours.

21. No commercial business or noxious or offensive trade activity shall be conducted on any Lot, nor shall anything be done there on which may be or may become an annoyance or nuisance to the neighborhood.

22. No outbuilding such as a storage shed or workshop may be constructed without prior approval of the Board as to both location and design. Outbuildings which are visible from the street or which exceed the height of the perimeter fence must be of permanent construction and must match the exterior finish of the residence.

23. No signs or any kind shall be displayed for the public view on any Lot, except customary signs advertising the Lot for sale or rent. Yard Card Signs are permitted with prior approval by the Board.

24. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

25. Fences shall be constructed only of wood, brick, ornamental iron, or other material approval in writing by the Board, provided that barbed wire and net wire fences are prohibited. All fences shall be built with the fence pickets facing outwards and it is the responsibility of the Owner to repair and maintain when the fence pockets become aged or damaged.

26. No building material or no building equipment of any kind may be placed or stored on any Lot except in the actual course of construction of a residence or other building thereon. No vacant Lot shall be used for gardening or farming purposes, except that flowers or shrubbery may be grown for non-commercial purposes. No building materials and building equipment shall be placed or stored on any common area, right of way, sidewalk or servitude in the subdivision

27. No driveway shall be constructed or altered on any Lot without prior written approval of the Board of Directors.

28. No vehicle shall be parked on any street or shoulder in front of a house on a frequent, regular or permanent basis after the construction of a house is completed. No vehicles may be parked on any lawn or grass area of any Lot. No vehicles may be parked on the Common Areas. No vehicles may be parked on any driving surface in any manner which blocks the driving surface of any road or private driveway. Any unregistered, unauthorized or illegally parked vehicles of any kind will be towed at the expense of the owner of the vehicle. Parking may be allowed for social gatherings under rules established by the Board. No vehicles of any kind shall be permitted to block driveways or hinder garbage and recycling pickup or hinder access by emergency vehicles. No vehicle shall be permitted to block or hinder access to any mailbox

29. The following requirements regarding maintenance shall apply to each Lot:

- a. Each Lot and the area existing between any Lot line and the street, curb, alleyway or parkway area existing between the Lot line and the adjacent curb shall

at all times be kept in a clean, sightly and wholesome condition and weeds or grass shall be kept neatly cut or mowed at all times. Each Lot should maintain and edge around driveways, flower beds, house, and streets.

b. No boxes, containers, cans, implements, machinery, lumber or other building materials shall be permitted to remain upon any Lot if visible from any other Lot or the common areas except as necessary during the period of construction. Items such as coolers, pools, pool filters, pool heaters, firewood storage bins, and other similar items shall be adequately screened or otherwise hidden from view from adjacent Lots, the street, or the common areas.

c. All garbage containers shall be situated or enclosed and screened so as not to be visible from the street within twenty-four (24) hours after trash pickup.

d. All fences and the exterior of all structures shall be continuously maintained and never allowed to fall into disrepair.

e. All Lots shall be kept in a well landscaped condition so as to produce the best aesthetic affect. It is the responsibility of the Owner to blow the street free and clear of grass clippings. In the event a Lot is not mowed and kept clean by the Lot owner (and the landscaping maintained) the Board may notify the Lot owner of the condition. If after ten (10) days from the sending of such notice, no action is taken by the Lot Owner, then the Board may cause said Lot to be mowed (and landscaping maintained) and the Owner of such Lot shall be billed the greater of the cost thereof (including attorney fees of legal action for collection is deemed necessary by the Board) or \$100 per mowing (or maintenance). The Association shall have lien rights to enforce payment of any charges for such mowing and maintenance. and attorney fees if legal action for collection is deemed necessary by the Board.

f. Each Lot Owner shall cut and maintain all trees, shrubs and hedges on his Lot so that no part thereof encroaches across any boundary line without the permission of the Owner of the Lot upon which the encroachment occurs.

g. The use and display of artificial plants is specifically prohibited in the landscape. The use of exterior sculptures in the landscape must be approved by the Board prior to installation.

h. Each Owner is responsible for mowing and maintaining the servitude on his Lot. It is the responsibility of each Owner to cut the grass behind their fence if the fence is built before the property line and in the servitude.

i. Interior window coverings must be lined in a neutral color so as to not detract from the exterior of a house. No foil, sheets, reflective materials, paper, or other inappropriate materials or bright colors shall be used on any windows for drapes, sunscreens, blinds, shades or other purpose on a temporary or permanent basis. Window mounted air-conditioning or heating units are prohibited except with the approval of the Board.

j. Exterior site lighting and security lighting shall not infringe upon adjacent Lots. All exterior lighting must be approved by the Board.

k. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, or other items be hung from any railing, fence, hedge, or wall.

l. All holiday decorations must be removed from the exterior of Lot twenty (20) days after holiday occurs.

m. The Association shall not in any way be considered insurers or guarantors of security within the Community nor be liable for any loss or damage by reason or

failure to provide adequate security or ineffectiveness of security measures undertaken.

n. The use of firearms, air guns, or pellet guns is strictly prohibited in The Shadows at Manchac. Capturing, trapping, or killing of wildlife within The Shadows at Manchac is prohibited, except in circumstances posing an imminent threat to personal safety.

30. No mailbox shall be erected on any Lot other than the approved mailbox style called "Rural Barcelona." All mailboxes throughout the subdivision shall be uniform, and of the color matte black. It shall be the responsibility of the Owner to ensure mailbox is level in positions and maintained in color.

31. All pets must be properly controlled in accordance with Louisiana state leash laws and in accordance with Ascension Parish animal control ordinances.

32. Due to the heightened risk of unlawful and unauthorized use of individuals images and or likenesses, video recording and/ or other types of recording media that captures an individual's physical likeness, and the taking of photographs, shall not be permitted at any meetings. In the event the Association calls a virtual meeting, the Association shall have the sole discretion to record the meeting to make available to those not participating.

33. For sale, for rent, for lease signs are not allowed on the Common Areas of the Shadows at Manchac. Open house signs are only allowed at the entrance to the subdivision on a date and during the time of the open house.

34. Subject to the terms and provisions of these Restrictions and the rules, regulations, fees and charges from time to time established by the Board, every Owner and his family, and guests shall have and is hereby granted the non-exclusive right, privilege, and servitude of access to and the use and enjoyment of the recreational area and amenities as our now or hereafter located in the subdivision as the Common Areas. Owners permitting their guests to use any recreational area or facility shall bear responsibility for the guest welfare during such use and shall indemnify and hold the Association harmless from any claim brought by a guest as a result of use of any recreational area or facility.

35. The following restrictions apply to the detention pond (located on Tract CA-1) of The Shadows at Manchac.

- a. No piers and/or docks or other structures shall be constructed on the detention pond.
- b. There shall be no swimming in the waterway.
- c. No boats or other floating devices, motorized recreational vehicles shall be kept or stored, used or operated in or around the detention pond.
- d. The edges of the detention pond shall be kept clean from debris
- e. No owner may plant any tree or other vegetation on the banks of the detention pond.
- f. The Association will cut and/or mow the detention pond in its entirety at least twice annually for regular maintenance.
- g. The Board may adopt and enforce additional rules and regulations governing the use of the detention pond located with the Common Areas.

36. **Disclaimer and Release of Liability.** EACH OWNER, FOR HIMSELF OR HERSELF, ANY OCCUPANT OF SUCH LOT OR ANY IMPROVEMENTS THERETO AND THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, BY ACCEPTANCE OF TITLE TO A LOT, AND EACH MORTGAGEE, BY ACCEPTANCE OF A MORTGAGE ENCUMBERING ANY SUCH LOT, FOR THEMSELVES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, DO HEREBY WAIVE ALL CLAIMS AGAINST AND RELEASE THE ASSOCIATION, EACH OWNER, EACH FORMER OWNER OF A LOT, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITY OF ANY NATURE

ARISING OUT OF OR ON ACCOUNT OF (a) ANY LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY, INCLUDING DEATH, AS A RESULT OF ANY ENTRY ONTO ANY OF THE COMMON AREAS (INCLUDING ANY LAKE OR DETENTION POND IN THE COMMON AREAS) BY ANY OWNER, OCCUPANT, MORTGAGEE OR ANY OF THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, (b) THE RISE AND FALL OF THE WATER LEVEL OF ANY LAKE OR DETENTION POND IN THE COMMON AREAS, INCLUDING, WITHOUT LIMITATION, THE FLOW OF WATER ONTO AND OUT OF ANY SUCH LAKE OR DETENTION POND, WHICH COULD RESULT IN OR CAUSE DAMAGE, BY FLOODING OR OTHERWISE, TO ANY IMPROVEMENTS OR ANY OTHER PERSONAL PROPERTY SITUATED ON ANY PORTION OF THE PROPERTY OR ANY LOT OR WHICH WOULD RESULT IN OR CAUSE ANY IMPROVEMENTS SITUATED ON OR ADJACENT TO ANY SUCH LAKE TO BE UNUSABLE DUE TO LOW OR HIGH WATER LEVELS. FURTHERMORE, EACH OWNER, FOR HIMSELF OR HERSELF, ANY OCCUPANT OF SUCH LOT OR ANY IMPROVEMENTS THERETO AND THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, DOES HEREBY ACKNOWLEDGE AND AGREE THAT (i) NEITHER THE DEVELOPER, THE ASSOCIATION, ANY OWNER, ANY FORMER OWNER OF A LOT, NOR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, SHALL PROVIDE ANY LIFE GUARD OR ANY OTHER SUPERVISORY PERSONNEL OR ASSISTANCE IN THE CONDUCT OF ANY ACTIVITIES ON OR ABOUT THE COMMON AREAS (INCLUDING ANY LAKE OR DETENTION POND INCLUDED IN THE COMMON AREAS), (ii) THE USE OF ANY OF THE COMMON AREAS (INCLUDING ANY LAKE OR DETENTION POND IN THE COMMON AREAS) BY ANY OWNER OR OCCUPANT OR ANY OF THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, SHALL BE AT THE SOLE RISK AND EXPENSE OF THE PERSON OR ENTITY USING THE COMMON AREAS AND (iii) NEITHER THE DEVELOPER, THE ASSOCIATION, ANY OWNER, ANY FORMER OWNER OF A LOT, NOR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR ASSIGNS, SHALL BE OBLIGATED TO TAKE ANY ACTION TO MAINTAIN A SPECIFIC WATER LEVEL FOR ANY LAKE OR DETENTION POND IN THE COMMON AREAS.

37. The Common Areas are available to the Owners from 8:00 AM to 9:00 PM or other hours as may be set by the Board.

38. If the owner, purchaser, or occupant of any Lot in this subdivision his heirs, successors or assigns, shall violate or attempt to violate any of the restrictive covenants imposed here in, it shall be lawful for any person or person owning any of the Lots or tracts herein to initiate any proceedings in a court of competent jurisdiction to obtain injunctive relief against such threatened or actual violations, and for other appropriate relief.

39. The Association reserves the right to charge an annual assessment of three hundred dollars (\$300.00) per Lot for improvements to the subdivision which shall be due on or before January 1 each year. The annual assessment fee may be modified at the end of any calendar year by the Association based on the annual budget adopted by the Association for the next calendar year in order to cover Association expenses and maintain a customary reserve for unseen, incidental expenses. Any fee modification increase cannot exceed twenty percent (20%) of the previous year's assessment charged. Failure to pay such assessment within thirty (30) days of the due date shall be subject to a late fee of \$75.00. Each Owner of a Lot, by recordation of an act transferring title of said Lot to said Owner, whether or not it shall be so expressed in any such act, shall be deemed to covenant and agree to pay the Association the annual assessments, other assessments levied in accordance with the terms of these Restrictions, and fines, penalties and other amounts that become due and owing to the Association under the terms of these Restrictions. Assessments shall include interest and cost of collection thereof as provided in these Restrictions. The obligation to pay each assessment (including interest and costs of collection) shall be both a real obligation associated with each Lot and also a personal obligation of the Owner of each Lot at the time when the Assessment became due. Any proceeds from assessments shall be used exclusively for the

purposes of fulfilling obligations of the Association and promoting the recreation, health, safety and welfare of the Owners of the Property and any other property whose restrictions are administered and enforced by the Association and to provide services and facilities devoted to such purposes. Assessment proceeds shall be used by the Association in any way connected with the fulfillment of the purposes set forth above. In addition to other assessments authorized by these Restrictions, the Association may levy in any calendar year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a designated capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto or for the fulfillment of any other obligation incurred by the Association. Any such special assessment shall have the approval of two-thirds (2/3) of the votes of the members of the Association (by Lot) who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members of the Association at least thirty (30) days in advance and shall set forth the purpose of the meeting. If any Assessment is not paid on a date when due, then such assessment, charge or expense shall become delinquent and shall also include such interest and cost of collection thereof as hereinafter provided. Payment of each Assessment, including interest and costs of collection, is a real obligation running with each Lot, and shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, transferees, and assigns and also shall be a personal obligation of the then Owner and shall remain his personal obligation and shall not become a personal obligation of his successors in title unless expressly assumed by them (although it shall remain a real obligation incidental to ownership of the Lot affected and shall remain subject to any privilege to which the Association may be entitled.) If any Assessment is not paid within thirty (30) days after the due date due, the assessment shall bear interest from the date of the delinquency at the rate of 12% per annum, the Association shall be entitled to a privilege against the effective Lot in accordance with La. R.S. 9:1145, et seq., and the Association may, at any time after an Assessment becomes delinquent, file a "Notice of Delinquency", Lien and Privilege (or similar notice) in the mortgage records of the Clerk and Recorder for Ascension Parish, Louisiana, identifying the nature and amount of the Assessments that have not been paid, a description of the Lot or Lots for which the Assessments have not been paid and the name or names of the Owners personally obligated to pay the Assessment and the name of the then Owner of the Lot or Lots affected. Such notice shall be signed and verified by an officer or agent of the Association and a copy thereof shall be served upon the Owners name therein by certified mail, registered mail, or personal delivery. The Association may bring an action against the Owner personally obligated to pay the unpaid assessments, charges or expenses and the Owner shall be responsible to pay reasonable attorney's fees and all costs and other expenses incurred by the Association in connection with collection of such Assessment. In the same action, or a separate action at the option of the Association, the Association may seek recognition and enforcement of the real obligation provided by these Restrictions and a privilege provided for in La. -R.S. 9:1145, et seq., by proceeding "in rem" against the affected Lot and its Owner for the amount of the unpaid Assessments, including legal interest thereon from the date due and reasonable attorney's fees.

40. In the event that an Owner has arranged a hardship Payment Plan of Assessment fees and lists home "For Sale", the Owner shall notify the Board. All outstanding balances, including assessments and fines, shall be paid in full within ten (10) days of notice of home listed "For Sale", or the Board may file a lien in the Clerk and Recorder office of Ascension Parish.

41. Notice of a violation will be sent to the Owner and the nature of the violation in a specific action or actions required to remedy the violation. If the owner fails to take reasonable steps towards the work required remedial action within ten (10) days after notice of violation then the Board shall have the right to escalate the enforcement process which may include monetary penalties and or injunctive action. The monetary penalty or shall be applied to the Owner's account. If the violation has not been corrected after an additional ten (10) days after notices are sent, the Board may increase monetary penalties and shall have the right of abatement.

42. In the event of a knowing or intentional violation of these Restrictions or in the event of a continuing violation of these Restrictions after receipt by the violator or Owner of the Lot on which the violation occurs of written notice of a violation, the party bringing a successful action to enforce these Restrictions by injunction, declaratory judgment, or otherwise shall be entitled to recover from the violator or Owner of the Lot reasonable attorney's fees to be fixed and awarded by the court.

43. These Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifteen (15) years from this date. After expiration of the initial fifteen (15) year term, these Restrictions shall be automatically extended for successive periods of ten (10) years.

44. Except as otherwise provided herein, any amendment to or termination of these Restrictions prior to expiration of the initial fifteen (15) year term of duration shall only be by written act executed by all of the then Owners of all Lots. After expiration of the initial fifteen (15) year term of duration, these Restrictions may be amended or terminated by written act executed by the then Owners of two-thirds (2/3) of all Lots. The foregoing notwithstanding, the Association, by unanimous vote of the Board, as assignee of the Developer rights Developer, acting alone and at any time in the first fifteen (15) years, may amend these Restrictions by an instrument in writing filed and recorded in the records of the Clerk and Recorder for Ascension Parish, Louisiana, without the approval of any Owner or other person with an interest in any Lot. In any amendment of these Restrictions by the Association, as assignee of the Developer rights, the Association may add, change or delete provisions in these Restrictions, the effect of which may be to create new restrictive covenants, terminate restrictive covenants, modify restrictive covenants and/or otherwise make these Restrictions more or less restrictive. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments by the Association as the assignee of the Developer as are permitted by this provision.

45. If any Owner, his agents, employees, heirs, successors, or assigns, or any one acting on his behalf, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any Owner or the Association, to prosecute any proceeding at law or in equity against such an Owner and the person or persons violating or attempting to violate any such obligations, covenant, restrictions, servitude and conditions and to prevent him or them from so doing by mandatory or prohibitory injunction without the necessity of providing bond for the issuance thereof, each Owner being deemed, by purchase of any Lot, to have waived and relinquished any right to require the posting a bond. However, the availability of injunctive relief shall not preclude (or be precluded by) any other available remedy for any violation were threatened violation, including, without limitation, the recovery of damages. Failure of any person or entity to enforce any provision of these Restrictions shall, in no event, be deemed to be a waiver of the right to do so thereafter.

46. Invalidation of any one of the provisions of these covenants by judgment or court order shall in no way affect any of the other provisions herein, all of which shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGES]

THUS DONE AND SIGNED in Gonzales Louisiana, on the 26th day of October, 2020 in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

[Signature]
PRINT NAME: Wanda Singleton

[Signature]
PRINT NAME: Stevie Gregoire

THE SHADOWS AT MANCHAC HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Misty Entremont,
Director and President

[Signature]

NOTARY PUBLIC
PRINTED NAME: Brandi S Lee
NOTARY ID # 150912

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THUS DONE AND SIGNED in Gonzales Louisiana, on the 26th day of October, 2020 in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

[Signature]
PRINT NAME: Wanda Singleton

[Signature]
PRINT NAME: Stevie Gregoire

THE SHADOWS AT MANCHAC HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Justin Trey Smith
Director and Vice-President

[Signature]

NOTARY PUBLIC
PRINTED NAME: Brandi S Lee
NOTARY ID # 150912



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