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**FIRST AMENDMENT TO
THE RESTRICTIVE COVENANTS**

FOR

THE SHADOWS AT MANCHAC, PHASE I

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 26th day of February, 2014, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

THE SHADOWS AT MANCHAC DEVELOPMENT, LLC (TIN: XX-XXX5160), a Louisiana Limited Liability Company, domiciled in the Parish of East Baton Rouge, Louisiana, represented herein by Ross F. Berthelot, whose mailing address is 15053 Reveille Avenue, Baton Rouge, LA 70810; and

MCCRORY ROAD LAND HOLDING, L.L.C. (TIN: XX-XXX9166), a Louisiana Limited Liability Company, domiciled in the Parish of East Baton Rouge, Louisiana, represented herein by Ross F. Berthelot, whose mailing address is 15053 Reveille Avenue, Baton Rouge, LA 70810 (hereinafter collectively referred to as the “Developer”)

who did depose and say that the Developer established covenants and restrictions for The Shadows at Manchac, Phase I in Ascension Parish, Louisiana (the “Subdivision”), by act entitled Restrictive Covenants for The Shadows at Manchac, Phase I (the “Restrictions”), dated September 3, 2013 and recorded September 4, 2013, as Instrument # 00834334, of the official records of the Clerk and Recorder for Ascension Parish, Louisiana.

Section 25 of the Restrictions allows the Developer to amend the Restrictions at any time. The Developer desires to amend the Restrictions to revise certain provisions of the Restrictions.

NOW, THEREFORE, the Developer does hereby amend the Restrictions in the following respects:

1. **Amendment to Section 23.** To revise the amount assessed to each dwelling for subdivision improvements, the Developer does hereby amend Section 23 of the Restrictions dealing with amount assessed to each dwelling for use in subdivision improvements in its entirety to read as follows:

23. The Association reserves the right to charge an annual assessment fee of \$180.00 per dwelling for improvements to the subdivision. 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 unforeseen, incidental expenses. Any fee modification increase cannot exceed 50% of the previous year’s fee charged. However, Developer shall be specifically exempted from payment of all dues, fees, and assessments pertaining to the lots or other property owned by it. 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 (referenced below), 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 costs 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

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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 residents 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 Properties, 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 the date when due, then such assessment, charge or expense shall become delinquent and shall also include such interest and costs 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 date due, the Assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, the Association shall be entitled to a privilege against the affected 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 named 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 the 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.

Terms defined in the Restrictions shall have their defined meanings when used herein, except as otherwise provided for herein. Except as amended and modified herein, the Restrictions and the First Amendment shall continue to be and shall remain in full force and effect in accordance with the terms of the Restrictions.

[SIGNATURES ON FOLLOWING PAGE]

THUS DONE AND SIGNED in Baton Rouge, Louisiana, on the day, month and year first above written in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.


WITNESSES:


The Shadows at Manchac Development, LLC



Print Name: Karen H. Manzano

By: 
Ross F. Berthelot, Member

McCrary Road Land Holding, L.L.C.


Print Name: Emilie Dayries

By: 
Ross F. Berthelot, Member


D. BRIAN COHN, BRN 28000
NOTARY PUBLIC