

**AMENDMENT TO RESTRICTIONS  
FOR  
MAPLEWOOD ESTATES SUBDIVISION**

INSTRUMENT # 00869684  
FILED AND RECORDED  
ASCENSION CLERK OF COURT  
2015 MAR 24 10:13:31 AM  
COB ☒ MOB ☐ OTHER ☐  
*M. Lett*  
DEPUTY CLERK & RECORDER

BE IT KNOWN, that on this \_\_\_\_ day of March, 2015, before the undersigned competent witnesses, personally came and appeared:

**Maplewood Development, LLC**, a Louisiana limited liability company registered to do and doing business in the State of Louisiana, domiciled in the Parish of Ascension, State of Louisiana, with its registered office at 15482 Airline Hwy., Prairieville, LA, represented herein by its Managing Members, Billy J. Aguillard, Brian M. Aguillard and Darden J. Adams,

Who did depose and state that:

Maplewood Development, LLC is the "Developer" of Maplewood Estates Subdivision, Parish of Ascension, State of Louisiana. Restrictions for Maplewood Estates Subdivision are recorded in the official records of the Clerk and Recorder in and for the Parish of Ascension, State of Louisiana, as Instrument Number 00675903. Paragraph 4.24 of the said Act of Restrictions grant the Developer the authority "to amend this Act of Restrictions on or more times, and to amend this Act of Restrictions in any other manner or for any other purpose deemed necessary or appropriate in the sole discretion of the Developer." Accordingly, the Developer hereby amends and supplements the Restrictions referenced herein as follows:

**I.**

Paragraph 4.24 of the original Act of Restrictions referenced hereinabove, entitled,

"Amend Restrictions," is hereby amended to read as follows:

**4.24 Amend Restrictions** - Until such time as 100% of the lots subject to the said Act of Restrictions have been built upon and transferred to owners other than the Developer, the Developer reserves the right to amend this Act of Restrictions one or more times, and to amend this Act of Restrictions in any other manner or for any other purpose deemed necessary or appropriate in the sole discretion of the Developer. Any amendment of this Act of Restrictions shall be in writing and shall be effective when filed for registry in the official records of the Parish of Ascension, State of Louisiana. Upon filing of an amendment of this Act of Restrictions to add additional lots, the lots described in this Act and the lots described in the amendment shall constitute a single subdivision, and the building and use restrictions contained in this Act shall be binding on each lot in Maplewood Estates and shall be fully enforceable by each lot owner in the subdivision.

## II.

Paragraph 6.1 of the original Act of Restrictions referenced hereinabove, entitled, "Organization," is hereby deleted in its entirety and replaced with the following:

**6.1 Organization** - The Maplewood Estates Homeowner Association, Inc. is a Louisiana corporation formed under the Louisiana Nonprofit Corporation Act. The Association shall have the duties, powers and rights set forth in this Declaration and in the Articles of Incorporation and By-Laws.

## III.

The following paragraphs shall supplement the Act of Restrictions referenced hereinabove:

**6.1(a) Board of Directors** – The affairs of the Maplewood Estates Homeowner Association, Inc. shall be managed by a Board of Directors. Subject to the provisions of Paragraph 6.1(b), the numbers, term, election and qualification of the Board of Directors shall be fixed in the Articles of Incorporation and/or By-Laws. The Board of Directors may, by resolution, delegate portions of its authority to an executive committee or to other committees, to Managers, to officers of the Association or to agents and employees of the Association. Action by or on behalf of the Association may be taken by the Board of Directors or any duly authorized executive committee, officer, Manager, agent or employee without a vote of the Members, except as otherwise specifically provided in the Act of Restrictions or any amendments thereto.

**6.1(b) Membership of Board of Directors** – Until such time as 100% of the lots subject to the said Act of Restrictions have been built upon and transferred to owners other than the Developer, the Board of Directors shall consist of Dianne Adams and Dianne Adams. Upon such time as 100% of the lots subject to the said Act of Restrictions have been built upon and transferred to owners other than the Developer, the Board of Directors shall consist of five (5) Directors, to be elected by the Members of the Association.

## IV.

Paragraph 6.3 of the original Act of Restrictions referenced hereinabove, entitled, "Responsibilities," is hereby deleted in its entirety and replaced with the following:

**6.3 General Duties and Power of the Association** – The Association has been formed to further the common interests of the Members. The Association, acting through its Board of Directors or through persons to whom the Board has delegated such powers, shall have the following duties and powers:

- A. Elect a Board of Directors and/or corporate officers to conduct the affairs of the Association;
- B. Enforce all covenants and restrictions contained herein;
- C. Serve and represent the Owners in any public matter or public hearing affecting the Subdivision;
- D. Maintain the landscaping, walls and other structures at the Subdivision entrance, the Subdivision signs, any fencing and landscaping along Oakland Drive and any other areas or items so approved by the Association;
- E. Act in any other capacity or matter in which the Owners of the majority of the lots vote;
- F. Collection of all Association dues for all maintenance and insurance requirements;
- G. Maintain the required liability insurance policies to cover all liability for the subdivision, pond and common areas.
- H. Retain and pay for the services of a Manager or Managers to undertake any of the management of the Association, and may delegate any of its duties, powers or functions to any such Manager.

**V.**

Paragraph 7.3 of the original Act of Restrictions referenced hereinabove, entitled, “Establishment of Assessments and Dues,” is amended to raise the annual assessment from \$250.00 to \$350.00 per year, effective, January 1, 2016. Specifically, Paragraph 7.3 is hereby deleted in full and amended to read as follows:

**7.3 Establishment of Assessments and Dues** – Each lot will be subject to an annual assessment of \$250.00 per year until January 1, 2016. At that time, each lot will be subject to an annual assessment of \$350.00 per year. Upon such time as 100% of the lots subject to the said Act of Restrictions have been built upon and transferred to owners other than the Developer, the Association may amend this assessment by an affirmative vote of a majority of the votes of the Owners of lots.

**VI.**

Paragraph 7.4 of the original Act of Restrictions referenced hereinabove, entitled, "Notice Regarding Assessments," is hereby deleted in its entirety and amended to read as follows:

**7.4 Notice Regarding Assessments** - Upon such time as 100% of the lots subject to the said Act of Restrictions have been built upon and transferred to owners other than the Developer and the Association desires to change the annual assessment, a meeting shall be called for this specific purpose by the Board of Directors. Written notice of the meeting and the purpose for which the meeting was called, shall be sent to all Owners not less than 15 days nor more than 30 days in advance of the meeting.

## VII.

Paragraph 7.5 of the original Act of Restrictions referenced hereinabove, entitled, "Default," is hereby amended to read as follows:

**7.5 Default** – Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the rate of twelve (12%) per annum. Any assessment not paid within thirty (30) days of the due date shall be subject to a reasonable late charge to be determined by the Board of Directors. The Association may sue the Owner to pay the same or record and/or foreclose upon the lien against the lot owned by the defaulting Owner. In such a case, such Owner shall be responsible for all interest, late charges, cost of court and all other costs of enforcement, including but not limited to reasonable attorney fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of the lot.

## VIII.

Paragraph 8.4 of the original Act of Restrictions referenced hereinabove, entitled, "Amendment," is hereby amended to read as follows:

**8.4 Amendment** – As set forth in Paragraph 4.24 of the Act of Restrictions, as amended, these Restrictions may be amended at any time and for any purpose solely by the Developer without any requirement of a vote or consent in any way from the Owners of the lots. Except as otherwise provided in Paragraph 7.4, upon such time as 100% of the lots subject to the said Act of Restrictions have been built upon and transferred to owners other than the Developer and prior to the expiration of the initial twenty-five (25) years of the term of these Restrictions, any amendment to these restrictions shall only be effective by the written act executed by the then Owners of seventy-five (75%) percent of all lots subject to this Act of Restrictions. After the

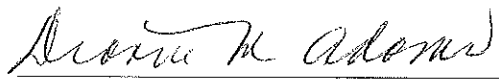
expiration of the initial twenty-five (25) year term of this Act of Restrictions, these Restrictions may be amended by the written act executed by the majority of the Owners of the lots. Notwithstanding anything to the contrary, however, so long as the Developer is an Owner of a lot or lots subject to this Act of Restrictions, there shall be no amendment to these Restrictions without the written consent of the Developer on the amendment document.

The original Act of Restrictions of Maplewood Estates Subdivision recorded in the official records of the Clerk and Recorder in and for the said Parish of Ascension, State of Louisiana, at Instrument Number 00675903, is hereby affirmed, as amended herein.


THUS DONE AND SIGNED, Baton Rouge, Parish of East Baton Rouge, State of Louisiana, on the date hereinabove indicated and in the presence of me, Notary Public, and the undersigned competent witnesses.


WITNESSES:

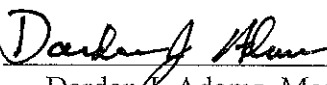
  
ERIN ADAMS-AGUILLARD

  
DIANNE M. ADAMS

MAPLEWOOD DEVELOPMENT, LLC

By:   
Billy J. Aguillard, Manager

By:   
Brian M. Aguillard, Member

By:   
Darden M. Adams, Member

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