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**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
SHADOWBROOK LAKES SUBDIVISION**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ORIG 229 BNDL 12065

BE IT KNOWN, that on the 17<sup>th</sup> day of June, 2008, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

**SHADOWBROOK LAKES, L.L.C.**, a limited liability company organized and existing under the laws of the State of Louisiana, whose mailing address is declared to be 7575 Jefferson Highway, #184, Baton Rouge, Louisiana, 70806, represented herein by Richard H. Cappel, its Manager, duly authorized pursuant to a Certificate of Authority attached hereto and made a part hereof, (hereinafter referred to as the "Developer"), who did depose and say that Developer is the owner and developer of the real property hereinafter described as **Shadowbrook Lakes Subdivision** (hereinafter referred to as "the Subdivision") and by this Act imposes upon the property the restrictions, conditions, liens, and servitudes contained herein (hereinafter collectively referred to as the "Restrictions").

**1. PURPOSES**

The intent and purpose of this Act is to assure that Shadowbrook Lakes Subdivision is a high quality, residential neighborhood having a uniform plan of development thereby providing for protection of property values, quality of life, and preservation of the natural beauty of the neighborhood. The real property described herein is hereby subjected to the covenants, restrictions, conditions, reservations, liens and charges herein set out to insure the best use and most appropriate development and improvement of each building site therein; to protect the owners of building sites against such improper use of surrounding building sites that will depreciate the value of their property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to provide for the non-exclusive use of the Main Lake and other lakes in the Subdivision; to insure the highest and best development of the Subdivision Property; to encourage and secure the erection of attractive homes thereon, with appropriate locations of the homes on building sites; to ensure and maintain proper setbacks from streets; and in general to provide adequately for high quality improvement of the property and to enhance the values of investments made by purchasers of building sites therein.

**2. THE SUBDIVISION PROPERTY**

- 2.1 The real property now owned by Developer and referred to herein as Shadowbrook Lakes Subdivision (hereinafter referred to as "the Subdivision Property") is described as follows, and is subject to the covenants, conditions and restrictions set out herein:

**Lots 1 through 110**, as shown on the "PUD Final Development Plan of Shadowbrook Lakes, Being Lot 2-A-1, 2-C-1, & 2-D of the Subdivision of Lot 2, of the G. B. Munding Tract & A Portion of Parcel 'Y' Shadowbrook First Filing (Part 'A') Located in Section 47, T7S-R2E, Greensburg Land District, East Baton Rouge Parish, Louisiana for Shadowbrook Lakes LLC, 7575 Jefferson Hwy., PMB 184 Baton Rouge, Louisiana 70806", prepared by Evans-Graves Engineers, Inc., on file and of record in the official records of the Clerk and Recorder of the Parish of East Baton Rouge, Louisiana, as Original 137, Bundle 12065 ("the Final Plat").

- 2.2 The Subdivision Property and all lots contained therein shall be conveyed, transferred and sold by any record owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens and charges hereinafter set out, all of which are imposed upon the property and all of which shall run with the land.

### **3. IMPROVEMENT RESTRICTIONS**

- 3.1** For the benefit of all lot owners, an Architectural Control Committee (hereinafter referred to as the "Committee") is hereby created. The Committee shall have the right to approve or disapprove any plans or specifications submitted at its sole discretion and upon the basis of any grounds, including purely aesthetic considerations. The decision of the Committee, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and non-appealable. The Committee shall consist of up to three (3) members who shall be appointed by the Developer until such time as the Developer releases control to the collective Lot Owners of the Subdivision in accordance with Paragraph 5.1 of these Restrictions.
- 3.2** No residence, building, fence, wall, or other structures shall be commenced, erected or maintained, nor shall any exterior addition, change or alteration of any kind thereto be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage specifications, and the grading plan of the lot and plans for landscaping of the lot on which the improvements are to be erected shall have been submitted to and approved in writing by a majority vote of the Committee and a copy thereof as finally approved lodged permanently with the Committee. Prior to the start of construction, a pre-construction conference shall be held. The Committee is responsible only for notifying the submitter upon completion of a plan review. It shall be the submitter's sole responsibility to obtain the signed copy of reviewed plans and the accompanying letter or to assume the risk for commencing construction otherwise. The Committee shall act promptly in reviewing and commenting on all plans submitted. Regardless, all other provisions of these restrictions shall continue to apply.
- 3.3** The Committee shall approve all requests presented to the City/Parish for waivers made by any lot owner to the City/Parish Zoning Ordinance. Any waiver granted by the City-Parish without prior approval by the Committee must nevertheless receive Committee approval.
- 3.4** The Committee shall have the right to enforce its rights contained herein by a suit for injunctive relief or by bringing other legal actions against a lot owner to guarantee that all requirements and obligations imposed herein on the lot owner are complied with.
- 3.5** All building plans, specifications, plot plans and landscaping plans shall be submitted in duplicate to the Committee. One copy shall be returned approved or disapproved and one copy shall be retained by the Committee.
- 3.6** A fee determined by the Committee and payable to the Developer (or as otherwise directed by the Committee) must accompany each application for approval of plans by the Committee. The fee initially established for such review shall be **\$500.00**, and the Committee shall have the right to increase or reduce this amount from time to time. The application fee will be used by the Committee to defray the expenses associated with review of submitted plans, including, without limitation, payment of fees to professionals and advisers used by the Committee. Unused application fees, if any, will be refunded to the applicant.
- 3.7** Landscaping of front yards is required. Additionally, corner lots are required to landscape the side yard facing the side street, and all lots with frontage on the Main Lake shall be required to landscape all yards which are visible from the lake. Landscape plans shall obtain Committee approval prior to installation. Landscaping shall be installed immediately upon home construction completion. Required landscaping shall include sodding with centipede or St. Augustine (or the equivalent); and sufficient shrubbery for front yards and utility installment.
- 3.8** No owner shall occupy or use his property or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence.

- 3.9** No lot shall be resubdivided without consent of the Committee and the City/Parish.
- 3.10** The minimum square footage requirement for residences constructed on Lots 1 through 82 (hereafter "Estate Lots") in Shadowbrook Lakes Subdivision is 2400 square feet of living area. The minimum square footage requirement for residences constructed on Lots 83 through 110 (hereafter "Garden Home Lots") shall be 1700 square feet of living area. "Living area" shall be defined as those areas mechanically heated and cooled. No improvements shall exceed two stories in height.
- 3.11** Garages adequate for storage of at least two (2) automobiles shall be required. Garages shall be totally enclosed and equipped with automatic doors. Houses constructed on corner lots shall include an attached or detached fully enclosed garage. All garage doors must meet committee approval and be equipped with an automatic door control. No garage apartments shall be permitted. All driveways shall be constructed of concrete or concrete and brick.
- 3.12** Electric service along with other utilities servicing each residence must be underground and no outside lines, television antennas, satellite dishes, above-ground improvements or mechanical devices will be allowed without Committee written approval, unless such devices are not visible from any street in the Subdivision.
- 3.13** No residence improvements or accessory building improvements shall be constructed within the minimum building setback lines indicated on the Final Plat. On residences constructed on Garden Home Lots, only one side yard is required. The zero lot line (side with no side yard required) for each Garden Home Lots is pre-determined and so indicated on the Final Plat. On Garden Home Lots, a minimum five-foot (5') private maintenance servitude (easement) shall be provided by the adjacent lot for maintenance of the adjoining zero lot line wall. The dwelling unit wall located on the zero lot line side shall have no openings (i.e., doors and windows, except as provided for in the Zoning Ordinance), and shall be constructed of brick, stucco, or other material approved by the Committee, to a minimum height equal to that of the ground floor wall plate height. Roof overhangs shall not encroach on the adjacent lot. Unless waived by the Committee, the zero lot line side of directly adjoining lots shall be a continuous wall consisting of a combination of the dwelling unit wall, accessory building wall and/or 6' (minimum) privacy fencing from the lot's front building line to the rear corner. If the fence is of the type with only one finished side, that finished side shall face the adjacent lot providing the maintenance servitude (easement).
- 3.14** No fence shall be erected within the minimum building setback lines indicated on the Final Plat, without the written consent of the Committee. All fences shall be approved in writing by the Committee as to location, heights, and material prior to the commencement of construction of the fence. On Lots that have frontage on the Main Lake, fencing approved by the Committee composed of metal decorative material of an open rail type that is uniform in appearance and which matches the architectural character of the Subdivision shall be permitted. No fence shall be erected within five (5) feet of the 5-foot servitude located on the perimeter of the Main Lake (the "Main Lake Perimeter Servitude").
- 3.15** All windows facing any street in the Subdivision must be wood and/or clad approved by the Committee.
- 3.16** In order to promote a uniform plan of development for the Subdivision and to prevent haphazard and inharmonious construction of residences in the Subdivision, the exterior of all residence improvements and accessory building improvements shall be designed and constructed using French-Acadian architectural design except as otherwise approved by the Committee. Exterior colors including siding trim, brick and roof must be approved by the Committee. Changes to exterior colors must also be first approved by the Committee.

- 3.17** Roof pitches and roof material shall meet Committee approval. Eighty percent (80%) of the ground floor ceiling shall not be less than nine feet (9') in height, unless otherwise approved by the Committee.
- 3.18** All lots are required to provide for "positive" storm drainage (from the rear to the front and into the street in front of the lot), either surface and/or subsurface.
- 3.19** Fireplace flues and chimneys shall be brick, stucco or synthetic stucco and must have caps of brick, slate, terra cotta, anodized aluminum or copper. Galvanized metal caps are not allowed. Stack vents are to be painted the color of the roof and must be located in the rear of the home.
- 3.20** Foundations shall be designated by the builder, designer, or architect for each home, and the Committee's approval of construction plans is limited to only appearance and not structural design or engineering. The Developer does not warrant soil conditions. City Parish Regulations should be obtained and carefully reviewed for slab elevation requirements.
- 3.21** No window mounted air conditioning or heating shall be permitted.
- 3.22** All air conditioning compressors and other similar equipment shall be visually screened from the street and from sideyard view by appropriate fencing, screening, or landscaping. Details shall be submitted with the landscape plan for approval. No landscaping shall be erected in the Main Lake Perimeter that will obstruct the view of the lake from the Servitude.
- 3.23** The exterior construction of any building started must be completed within eight (8) calendar months following pouring of the foundation for that building.
- 3.24** No metal buildings shall be permitted in rear yards of any Lot. All buildings, other structures or improvements in rear or side yards of any Lot shall require the prior written approval of the Committee prior to commencement of any construction and shall be consistent with the architectural design for the Subdivision, including, without limitation, any gazebos or verandas to be located in the rear yards of any Lot having a view of the Main Lake or any other lake in the Subdivision.
- 3.25** Mailboxes. The Developer has designated a type of mailbox, including mounting post as to design, construction, material and color to be used for all Lots in Shadowbrook Lakes. This mailbox is an Imperial model number 210 with Shadowbrook Lakes custom logo on each side of box, as shown on the drawing attached hereto as Exhibit "A". When a house is built on any Lot, the Owner thereof shall only use the Shadowbrook Lakes approved mailbox with custom logo and post. Approved mailboxes are to be purchased through Aluminum Accents, L.L.C, which is Shadowbrook Lakes approved vendor (225-278-3967).
- 3.26** Address Plaques. The Developer has designated a specific custom address plaque that must be used on all homes in Shadowbrook Lakes. This plaque will have the address to the residence along with the street name. It will be a monolithic poured cast aluminum plaque. The color of this plaque shall be up to the discretion of the Developer. This plaque shall be located on either side of the front entrance; with the exact location up to the discretion of the homeowner. Approved custom plaques are to be purchased through Aluminum Accents, L.L.C, which is Shadowbrook Lakes approved vendor (225-278-3967). The only numbers allowed on any home in Shadowbrook Lakes will be adhesive and temporary until time of occupancy when the custom plaque must be installed.
- 3.27** Uniform Bulkhead. On Lots that have frontage on the Main Lake, or any other Lake, uniform bulkheads are required (i.e. the existing concrete bags – no wood nor plastic bulkheads).

- 3.28 Sidewalks.** Each lot owner shall be responsible at his or expense for the installation and future repair of the sidewalk within the boundaries of his or her Lot. The initial installation of said sidewalk shall occur at the earlier of the completion of such lot owner's residence or twelve (12) months from the acquisition date of such Lot. Lot owners of corner lots shall be responsible for "both" fronting sidewalks.

#### **4. GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS**

- 4.1** Homes in the Subdivision shall be used for residential purposes only. No part of any property in this Subdivision shall be used for apartment houses, offices, for the conduct in the home of occupations such as medical or other offices or shops of any kind, for schools, churches, assembly halls or fraternity houses.
- 4.2** Various servitudes for installation and maintenance of utilities, drainage facilities and for sidewalks are reserved as shown on recorded plats of the Subdivision Property. Within these servitudes, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow or drainage of water through drainage channels in the servitudes (easements) or which may interfere with the passage along the sidewalk. The servitude area on each building site and all improvements in it shall be maintained continuously by the owner of the building site, except for those improvements for which a public authority or utility company is responsible. A lot owner shall not impede or modify the natural drainage flow on any lot in any manner that will adversely affect other lot owners.
- 4.3** Except during the initial construction phase, no sign of any kind shall be displayed to the public view on or from any building site, except that the owner of any lot may place thereon one sign of reasonable size advertising the property for sale.
- 4.4** No animals, livestock or poultry or any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other common household pet may be kept in the residence. Household pets shall not roam freely, nor shall they be of kind, disposition, or number that would create a nuisance.
- 4.5** No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other Lot Owners.
- 4.6** No immoral, improper, offensive or unlawful use shall be made of the Subdivision Property nor any part thereof; all valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed.
- 4.7** No trailer, motor home, tent, garage, barn or other outbuildings shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.
- 4.8** The keeping of a mobile home or house trailer either with or without wheels on any parcel of property covered by these restrictions is prohibited. No boats, vehicles, motorcycles, trucks, campers, motor home or trailers of any kind may be parked, stored, repaired or maintained on any lot unless stored out of sight within a structure or fencing approved by the Committee, which structure or fencing shall be compatible with the design and material of the main structure on said lot. Visitors may park automobiles on the street and in driveways. No parking shall be permitted on the area between the sidewalk and servitude for any Lot.
- 4.9** Each Lot Owner shall be responsible for the maintenance of all landscaping on his lot and for maintaining his lot residence and driveway in a clean and orderly fashion at all times. The owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary.

- 4.10 Outside lighting, outside music or sound-producing devices, and any other mechanical or electrical devices shall be subject to the approval of the Committee, and any restrictions or rules adopted by the Committee shall be final.
- 4.11 Each Lot Owner shall comply with all Rules and Regulations promulgated by the Main Lake Association for use of the Main Lake.

5. **THE ASSOCIATION.**

5.1 Subject to the rights of Developer, and as more fully set forth in its Articles of Incorporation and the By-Laws, the Subdivision shall be administered by the Shadowbrook Lakes Homeowner's Association, Inc. (the "Association"), a Louisiana non-profit corporation whose membership shall consist exclusively of Lot Owners, which shall administer, manage, regulate and operate the Common Areas of the Subdivision, and have the right to enforce these Restrictions. Notwithstanding any other language or provision to the contrary in these Restrictions, in the Articles of Incorporation of the Association, in the By-Laws of the Association, or in any other instrument evidencing or establishing the Subdivision, the Developer hereby retains and shall have the right to appoint and remove any member or members of the Board of Directors of the Association and any officer or officers of the Association for as long as the Developer owns any Lot in the Subdivision, but not beyond five (5) years after the date of the recording of these Restrictions. Upon the expiration of the period of the Developer's right to appoint and remove directors and officers of the Association pursuant to the provisions of this Section, such right shall pass to the Lot Owners, including the Developer if the Developer then owns one or more Lots, and a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting the Lot Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Association, and the Developer shall deliver all books, accounts and records, if any, which Developer has kept on behalf of the Association during such period and which the Developer has in its possession.

5.2 **Membership In Association.** Each Lot Owner shall be a member of the Association, the membership of which shall at all times consist exclusively of Lot Owners. At all meetings of the Association, the each Lot shall be entitled to cast one vote for each Lot owned. The Association shall not be deemed to be conducting a business of any kind.

5.3 **Rights, Duties and Obligations of Association.** Subject to the rights of the Developer as contained in these Restrictions, and notwithstanding anything in the Articles of Incorporation or the By-Laws of the Association to the contrary, the Association shall have the following rights, obligations and duties:

a) The obligation and duty to establish and maintain an adequate reserve fund for the maintenance, repair and/or replacement of improvements to the Common Areas that the Association is obligated to maintain, including any obligation to contribute to the Main Lake Association.

b) The right of action against Lot Owners who fail to comply with the provisions of these Restrictions or the decisions made by the Association.

c) The right to use summary abatement injunctions, temporary injunctions or similar means to enforce these Restrictions.

d) The obligation and duty to maintain a copy of these Restrictions (as amended and restated from time to time), the Articles of Incorporation, By-Laws, and other rules concerning the Subdivision, as well as its own documents, books, and records and to make such documents, books, and records available for inspection upon reasonable notice by Lot Owners.

e) The obligation and duty to provide and maintain the Common Areas of the Subdivision, including landscaping and sidewalks on Common Areas, and the exclusive right to install, change, alter, modify, or remove landscaping, sidewalks and other improvements on Common Areas.

**5.4 Administration by Association.** Subject to the rights of the Developer, and as more fully set forth in its Articles of Incorporation and the By-Laws, the powers of the Association shall include the following:

- a) To adopt and amend By-Laws and to establish rules and regulations for use of the Common Areas of the Subdivision;
- b) To adopt and amend budgets for revenues, expenditures, and reserves;
- c) To levy and collect Assessments and Special Assessments when necessary, from the Lot Owners for maintenance, improvement, repair, or replacement of improvements in the Common Areas of the Subdivision and in the discharge of other duties and obligations of the Association, and to utilize the proceeds of Assessments in the exercise of its powers and duties;
- d) To establish reserves for maintenance, improvements, replacements, working capital, bad debts, obsolescence and other purposes appropriate to the function of the Association;
- e) To institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two (2) or more Lot Owners on matters affecting the Association;
- f) To regulate the administration, use, maintenance, repair, replacement and modification of the Common Areas of the Subdivision, including enforcement of the Rules and Regulations promulgated by the Main Lake Association for use of the Main Lake.
- g) To cause additional improvements to be made to the Common Areas of the Association;
- h) To acquire, hold, encumber, mortgage, pledge, pawn, hypothecate, sell, assign, transfer, alienate, convey and deliver in its own name any right, title or interest in personal or mixed property, and immovable property (and the component parts thereof), provided, however, the Association shall have obtained the consent of sixty-seven percent (67%) of the voting power of the Association;
- i) To grant servitudes, easements, leases, licenses and concessions through or over the Common Areas of the Subdivision;
- j) To impose charges for late payment of Assessments and to levy reasonable fines for violation of these Restrictions, the By-Laws, or Rules and Regulations established by the Association;
- k) To provide for the indemnification of its officers, Board of Directors, employees and agents and to maintain liability insurance relative to any indemnification undertaking;
- l) To exercise any other rights and powers conferred upon it from time to time herein and/or in the Articles of Incorporation or By-Laws;
- m) To exercise all other rights and -powers that may be exercised in Louisiana by non-profit corporations; and

- n) To generally exercise any and all other powers necessary and proper for the governance and operation of the Association and the Subdivision.

**5.5 Termination of Membership.** Membership in the Association shall automatically terminate upon the conveyance or transfer of a Lot Owner's interest to a new Lot Owner, and the new Lot Owner shall simultaneously succeed to the former Lot Owner's membership. A Lot Owner's membership interest cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his Lot. If there are multiple Lot Owners of a Lot, membership in the Association shall be in accordance with their respective percentage ownership in the Lot. Any person or entity holding an interest in a Lot as security for the performance of an obligation shall not be a member of the Association.

**5.6 No Personal Liability.** Notwithstanding any duty to maintain and repair parts of the Subdivision Property, the Association, its officers, directors, committee members and other agents shall not be personally liable for any injury or damage. There shall be no personal liability on the part of the Association caused by any latent condition of the Subdivision Property maintained and repaired, nor for any injury or damage caused by, in or on the Common Areas or other Lot Owners or persons. The Association shall be responsible for the cost of maintenance and repair of Common Areas of the Subdivision.

## **6. COMMON AREAS**

**6.1** The Common Areas shown on the Final Plat, including but not limited to (i) the Main Lake shown on the Final Plat, (ii) the Main Lake Perimeter Servitude, and (iii) the other Lakes shown on the Final Plat, are dedicated to the common use of the enjoyment of the Lot Owners of the Subdivision, and the care, upkeep and maintenance of these Common Areas are not the responsibility of the City-Parish Government of East Baton Rouge Parish, but shall be the responsibility of the Lot Owners of the Subdivision. These areas are not dedicated for use by the general public. The costs of all lighting, except street lights installed by the utility company, are to be borne by the lot owners and not the City-Parish Government.

**6.2** It is expressly understood and agreed that the Main Lake and the Main Lake Perimeter Servitude shall be owned, operated and maintained by the Shadowbrook Main Lake Owners Association, Inc., a Louisiana non-profit corporation (the "Main Lake Association"), whose members shall consist of the Shadowbrook Homeowners' Association, which shall own an undivided one-half interest in and to the Main Lake and the Main Lake Perimeter Servitude; and Shadowbrook Lakes Townhomes Owner's Association, Inc. and Shadowbrook Lakes Homeowner's Association, Inc., which shall jointly own an undivided one-half interest in and to the Main Lake and the Main Lake Perimeter Servitude. The Main Lake Association shall establish reasonable rules and regulations for the use and maintenance of the Main Lake (including the island and bridge located on the Main Lake) and the Main Lake Perimeter Servitude, which shall be for the non-exclusive and joint use of all members of Shadowbrook Homeowners' Association, Shadowbrook Lakes Townhomes Owner's Association, Inc. and Shadowbrook Lakes Homeowner's Association, Inc. These rules and regulations shall not be less restrictive than those established by the Shadowbrook Homeowners' Association for use of the Main Lake.

**6.3** The Common Areas are private property dedicated to the use of the Lot Owners, their families and guests. An Owner or a family member of an Owner must accompany any guest using any of the Common Areas, including the Main Lake and other Lakes in the Subdivision. Operation of any motorized go-cart, motorized dirt bike, motorized trail bike or other similar vehicles is prohibited on any part of the Common Areas, including streets. The Common Areas may not be used as a dumping place for grass clippings, limbs and other refuse. Unless otherwise approved by the Board of Directors for the Main Lake Association or the Association, respectively, the following provisions shall be included in the Rules and Regulations for the Main Lake and other Lakes in the Subdivision:



- (a) Each Lake is private property and shall be posted "No Trespassing";
- (b) Access to each Lake is restricted to Lot Owners, their families and guests;
- (c) No swimming shall be allowed in any Lake;
- (d) No water toys or other flotation devices are allowed on any Lake, except for Association-approved boats and canoes of Owners with official Lake stickers (issued by the Association) affixed. Applications for stickers shall describe the boat or canoe and identify the owner of the boat or canoe. Stickers shall not be issued for boats or canoes in excess of eighteen feet (18') in length. No more than three (3) stickers shall be issued for any one Lot. No more than two (2) approved boats and canoes from a Lot may be used in any Lake at any one time. No boating powered by gasoline motor or other internal combustion engine is allowed on any Lake. Boating powered by quiet electric motor is permitted provided that the motor has no more than three (3) horsepower and operates with no more than 24 volts. Boats or canoes owned by guests of Owners shall not be allowed on any Lake. All boating on any Lake shall be conducted in full compliance with all federal, state and local boating laws, rules and regulations, including life jacket requirements and other safety rules. Boats must be lifted in and out of any Lake. Boats shall not be pulled across sea wall surface. Boats shall be used at the sole risk of any Owner, family member or guest. Boats shall not be left in any Lake or on any Common Areas;
- (e) Only pole fishing or rod and reel fishing is allowed in any Lake. No fishing in any Lake will be allowed without the express consent and approval of an Owner or the Association;
- (f) No docks or piers shall be allowed on any Lake;
- (g) No skates, skateboards, bicycles, motorcycles, or other motorized vehicles shall be allowed on the bridge on the Main Lake. No motorcycles or other motorized vehicles shall be allowed on the Main Lake Perimeter Servitude, except motorized wheelchairs or similar vehicles for handicapped or disabled persons;
- (h) Discharge of wastewater, pool water, heated water, chemicals, toxic materials, and anything other than clean surface water run-off into any Lake is prohibited. Use of any Lake as a heat exchanger for heating and air conditioning systems is prohibited.

**6.4** Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas, which responsibility shall include the general maintenance and repair of (a) all walks, trails, parking lots, landscaped areas, recreational areas, and other improvements situated within the Common Areas, (b) such security systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are a part of the Common Areas and which are not maintained by the public authority, public service district, public or private utility, or other person, and (c) all lawns, trees, shrubs, hedges, grass, and other landscaping situated within or upon the Common Areas. The Common Area maintenance and repair obligations of the Association shall not extend beyond general maintenance and repairs. The Association shall not be liable for injury or damage to any person or property (i) caused by the elements or by any Owner or any other person, (ii) resulting from any rain or other surface water which may leak or flow from any portion of the Common Areas, (iii) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility becoming out of repair, or (iv) caused by flooding. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Areas or any other portion of the Subdivision. No diminution or abatement of any assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under these Restrictions, or for inconvenience or

discomfort arising from the making of improvements or repairs by the Association or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the party of each Owner.

**6.5** Each Owner, for himself or herself, any occupant of the Lot owned 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 Lot, for themselves and their respective successors and assigns, do hereby waive all claims against and release the Developer, the Association, the Main Lake 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 use of any of the Common Areas (including any Lake) 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 including, without limitation, the flow of water onto and out of any Lake 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 Lake to be unusable due to low or high water levels. Furthermore, each Owner, for himself or herself, any occupant of the Lot owned 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, the Main Lake 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), (ii) the use of the Common Areas (including any Lake) 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 (including any Lake), and (iii) neither the Developer, the Association, the Main Lake 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.

## **7. COVENANTS FOR MAINTENANCE ASSESSMENTS**

- 7.1** As set forth in Section 5.4 hereof, the Association shall have the right, upon a majority vote of its Board of Directors, to levy and collect (by legal proceedings if necessary) from each lot owner in Shadowbrook Lakes Subdivision (a) an annual assessment in an amount it deems is necessary to provide the Subdivision with lawn maintenance, maintenance of the Common Areas, membership in the Main Lake Association, gardening and other services generally undertaken or furnished by private associations of property owners, which may be collected on a monthly, quarterly or yearly basis as determined by the Board of Directors, and (b) a special assessment in an amount it deems necessary for special projects or expenses for the benefit of the Subdivision. Any assessment shall be made in writing thirty (30) days from date the notice is given, a copy thereof can be filed with the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana, and will act as a lien upon the property so assessed; provided, however, that such assessment shall, when filed, rank only from the date of recordation.
- 7.2** Lot owners shall keep their respective lots mowed and free of noxious weed and debris, and no "junk" vehicles shall be permitted to be repaired, stored or otherwise remain on any Lot. Any Lot Owner who fails to comply with any of the above obligations shall be liable for all costs associated with providing the maintenance and/or removing such vehicles, along with reasonable attorneys' fees and all costs of collections and litigation brought by the Association.

- 7.3 The initial annual assessment to the Association shall be \$780.00, which shall be collected at the closing on a prorated basis for the calendar year in which the sale is closed. For the initial year of 2008, the annual assessment shall be \$390.00.
- 7.4 At closing of each Lot, each purchaser shall pay the sum of \$150.00 to the Association as a contribution for the Working Capital Reserve Fund.

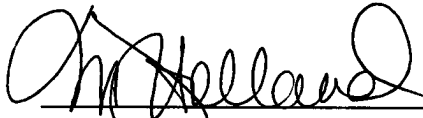
## **8. MISCELLANEOUS PROVISIONS**

- 8.1 These restrictions shall run with the land and shall be binding upon and inure to the benefit of all Subdivision Lot Owners for a period of twenty-five (25) years from the date hereof. During this initial twenty-five (25) year period, these restrictions may be revoked or amended by an instrument signed by lot owners representing no less than 75% of the Lots in the Subdivision and with the additional requirement that the Developer agrees to the revocations or amendment for so long as the Developer owns any Lot(s) in the Subdivision. Thereafter, these restrictions shall be automatically extended for successive periods of ten (10) years each, unless at least one (1) year prior to the date on which these restrictions would expire, an instrument signed by a majority of the Lot Owners has been recorded in the Office of the Clerk of Court for the Parish of East Baton Rouge, Louisiana, which instrument amends or abolishes the restrictions in whole or in part.
- 8.2 If the Developer or any Lot Owner in the Subdivision, or his agent or contractor, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any other persons or persons owning any portion of the properties or any lot in the Subdivision Property to prosecute any proceedings at law or in equity against the person violating or attempting to violate any such restrictions, and to prevent him or them from so doing or to recover damages, and other costs, including reasonable attorney's fees for such violations for his or its own account or for the account of the other parties similarly involved or situated or both, or to seek both of those types of relief or such other relief as may be available. Failure of any person, firm or corporation to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter.
- 8.3 The illegality or invalidity of any paragraph or provision hereof, or any part thereof, or its unenforceability, shall not effect any of the other provisions or parts hereof which shall remain in full force and effect.
- 8.4 Notwithstanding the provisions set forth in Paragraph 7.1 pertaining to revocation or amending these restrictions, the Developer reserves the sole and exclusive rights until the Developer no longer owns any lots in the Subdivision to amend this Act of Restrictions one or more time to the Subdivision and to impose on the lots the building and use restrictions, conditions, liens and servitudes contained in this Act of Restrictions or any other building and use restrictions, conditions, liens, and servitudes as provided in any amendment. Further, the Developer reserves the right to amend this Act of Restrictions in any other manner or for any other purpose deemed necessary or appropriate at the sole discretion of the Developer. Developer recognizes that the Subdivision is part of a Planned Unit Development (PUD), as defined in the East Baton Rouge Parish Unified Development Code and Planning and Zoning Ordinances (Title 7, Chapter 3, of Code of Ordinances of the City of Baton Rouge, Louisiana and East Baton Rouge Parish, Louisiana) (UDC), and that any changes to this Act of Restrictions shall be subject to the provisions of the UDC relative to PUDs in effect as of the date of this Act of Restrictions. Any amendment to these Restrictions shall be in writing and shall be effective when filed for registry in the official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana. Upon filing of an amendment of this Act of Restrictions, the lots described in this Act and the lots described in an amendment shall constitute a single subdivision, and the building and use restrictions, conditions, liens and servitudes contained in this Act and in any amendment shall be binding on each lot, and fully enforceable by each lot owner in the Subdivision.

**THUS DONE AND SIGNED** before me, Notary, and the subscribing witnesses hereto, in Baton Rouge, Louisiana, on the 17<sup>th</sup> day of June, 2008.

**WITNESSES:**

**SHADOWBROOK LAKES, L.L.C.**



Michelle D. Holland

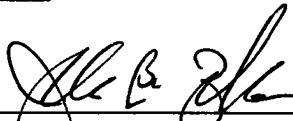


Sharla A. Ducote

By: \_\_\_\_\_



Richard H. Cappel, Manager



Joshua B. Zelden  
NOTARY PUBLIC  
Bar Roll No. 27150

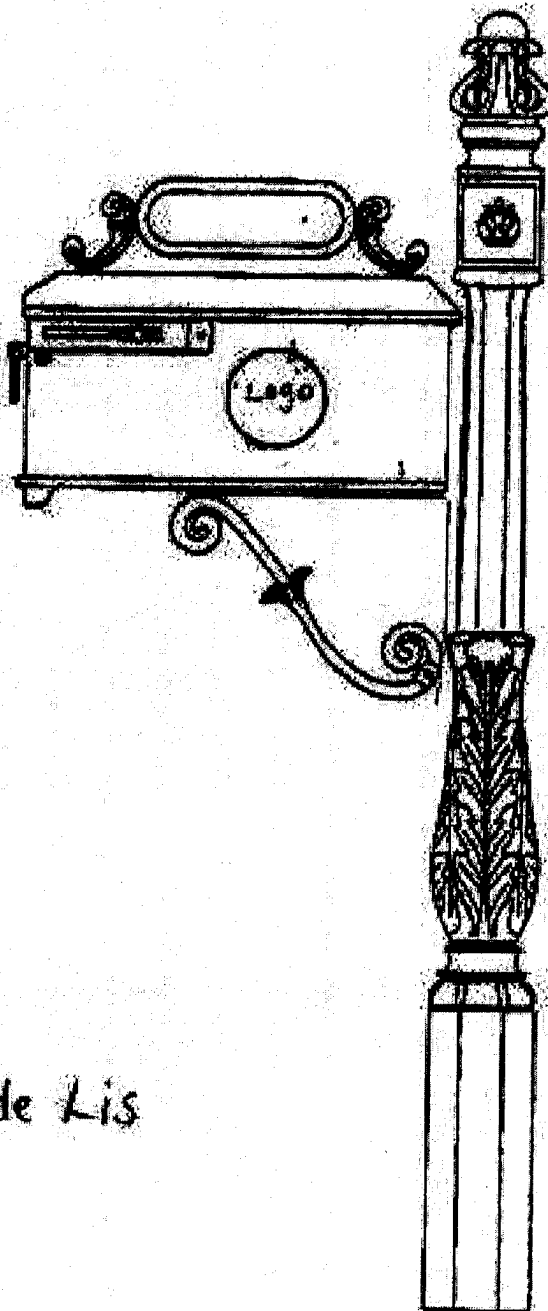
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**CERTIFICATE OF AUTHORITY  
OF  
SHADOWBROOK LAKES, L.L.C.**

**The undersigned**, as the Certifying Official of SHADOWBROOK LAKES, L.L.C. (the "Company") and acting in such capacity, hereby certifies that the Members of the Company have unanimously granted Richard H. Cappel, as Manager of the Company (the "Manager"), the authority to act for and on behalf of the Company as follows:

The Manager be and is hereby authorized and empowered on behalf of the Company to sign and execute a Declaration of Covenants and Restrictions for Shadowbrook Lakes Subdivision, containing such terms and provisions as he determines fit and proper, and to execute any and all other documents necessary to carry out the authority granted in this Certificate.

THUS DONE AND SIGNED by the Certifying Official this 17<sup>th</sup> day of June, 2008.

  
\_\_\_\_\_  
RICHARD H. CAPPEL, Certifying Official

ORIG 229 BNDL 12065

FILED AND RECORDED  
EAST BATON ROUGE PARISH, LA.

2008 JUNE 17 PM 04:05:27  
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**DOUG WELBORN**

CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY  
BY

\_\_\_\_\_  
DEPUTY CLERK & RECORDER