

**FOURTH AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
SHADOWBROOK LAKES SUBDIVISION**

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

**BEFORE ME**, the undersigned duly qualified Notary Public and the undersigned competent and legally qualified witnesses, personally came and appeared, **D. Todd Waguespack**, the Manager and duly authorized and empowered agent and representative of:

**LEVEL VENTURES, L.L.C.**, a Louisiana limited liability company domiciled in the Parish of East Baton Rouge, State of Louisiana, appearing herein as successor and successor in interest to all the rights as developer of Shadowbrook Lakes Subdivision transferred and assigned pursuant to that certain Act of Sale dated April 19, 2013 and recorded as ORIG: 103 BNDL: 12492, of the official records of the Clerk and Recorder for East Baton Rouge Parish, State of Louisiana, represented herein by its Manager, D. Todd Waguespack, duly authorized pursuant to a Certificate of Authority on file and of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana, who declares its mailing address to be 450 Main Street, Baton Rouge, Louisiana 70801 ("Developer").

WHEREAS, Developer is the successor and successor in interest to Shadowbrook Lakes II, L.L.C. and Shadowbrook Lakes, L.L.C., the initial Developer of Lots 1 through 110 in that subdivision of the Parish of East Baton Rouge, State of Louisiana, known as Shadowbrook Lakes, affected by that certain Declaration of Covenants and Restrictions for Shadowbrook Lakes dated June 17, 2008, and recorded in the official records of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana as ORIG: 229 BNDL 12065 (the "Original Restrictions");

WHEREAS, Developer executed and recorded that certain First Amendment to Declaration of Covenants and Restrictions for Shadowbrook Lakes dated December 15, 2010, recorded in the official records of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana as ORIG 957 BNDL 12290 (the "First Amendment to Restrictions"); Second Amendment to Declaration of Covenants and Restrictions for Shadowbrook Lakes Subdivision dated January 29, 2013, and recorded in the official records of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana as ORIG 438 BNDL 12472 (the "Second Amendment to Restrictions"); and the Third Amendment to Declaration of Covenants and Restrictions for Shadowbrook Lakes Subdivision dated July 12, 2013, and recorded in the official records of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana as ORIG 251 BNDL 12513 (the "Third Amendment to Restrictions"); all collectively referred to herein as the "Restrictions", which term includes any and all subsequent amendments; and

WHEREAS, Developer, pursuant to Section 8.4 of the Restrictions, reserves the right to amend the Restrictions in its sole discretion, and accordingly, Developer hereby does further supplement and/or amend the Restrictions to provide as follows:

Article 4.3 of the Restrictions shall be supplemented as follows:

**4.3 (a) Signs.** No signs of any kind or description shall be displayed on any lot, other than real estate "For Sale" signs acceptable to the Association in its discretion. This restriction does not apply to the Developer. No signs (such as, but not limited to, garage sale, lost pet, announcements, etc.) shall be attached to any subdivision street sign poles or light poles for more

than forty eight (48) hours and in any event no signs shall be so displayed which the Association or Committee deems unsightly in its sole discretion.

Article 4.4 of the Restrictions shall be supplemented as follows:

**4.4 (a) Animals.** Dogs, cats or other ordinary household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and further provided that they are kept, bred or maintained otherwise in accordance with all laws, ordinances, and pursuant to the Restrictions. Domestic animals shall not be permitted to roam freely, but must be kept under control and leashed and/or otherwise confined. Domestic animals shall not be of such kind or disposition, or kept in such numbers, which are not insured for liability under a homeowners' policy and as may cause a nuisance, danger, or detriment to the Subdivision and people legally present on Subdivision property. Animal pens and kennels shall not be visible from the street. Dogs that tend to obsessively bark shall not be allowed to remain outside so as to disturb the peace and quiet of any neighbors. All pet owners shall clean up after their pets which shall not be allowed to defecate or otherwise cause ruin or damage to the property, grounds, or plantings of the Subdivision and/or its lot owners.

Article 4.8 of the Restrictions shall be supplemented as follows:

**4.8 (a) Vehicle Parking.** No vehicle shall be parked on any street or in front of any residence or residences for more than twenty-four (24) hours or on a frequent, regular or permanent basis after construction of a residence is completed. No vehicles shall be parked on or within any park area, common landscape area or on the neutral ground of any street. No vehicles shall be parked on any driving surface in any manner which blocks or impedes access to or the use of any driving surface of any road or private driveway. Any unregistered, unauthorized or illegally parked vehicles of any kind may be towed at the expense of the owner of the vehicle. Any vehicle remaining parked in the street for forty-eight (48) hours or more or otherwise parked in violation of these Restrictions may be towed at the owner's expense.

Article 4.9 of the Restrictions shall be supplemented as follows:

**4.9 (a) Lot Maintenance.** For all lots, the area to be maintained by the lot owner shall include the grass area between the front of the lot and any street curb bordering the lot. For lots which have a bordering servitude, the yard and area to be maintained by the lot Owner shall include such lot and the area bordering the servitude to the Owner's lot. Landscaping shall be maintained in a neat and attractive manner by the lot Owner. If the lot is not mowed, kept clean and the landscaping is not maintained by the lot Owner, the Association and/or Committee may notify the Owner of such condition in writing. If after ten (10) days from the sending of such notice to the lot Owner at the address associated with such lot the Owner fails to mow, clean, and maintain such lot, then the Committee and/or Association may, in its/their sole discretion, cause said lot to be mowed, cleaned, and maintained and the Owner of such Lot may be billed the greater of the cost thereof (including any and all attorney fees and costs related to such action and any related collection actions) or \$80.00 per mowing or cleanup or maintenance. For any and all costs and fees incurred, the Association shall have the right to place a lien on the Lot to secure payment of any and all such charges and costs, including attorney fees and costs, which liens and remedies are in addition to any other legal remedies or legal actions against the Lot Owner individually.

The following paragraph shall be added to the Restrictions:

**4.12 Refuse, Garbage and Recycling Containers, and Toys.** Garbage, refuse, and recycling containers, and household items and toys shall not be stored or permitted to remain within view from the street and/or lake areas with the exception of placement at the street on garbage and recycling days when such containers are to be placed at the street within a reasonable time prior to collection and removed from sight before the end of the day of said collection.

The following paragraph shall be added to the Restrictions:

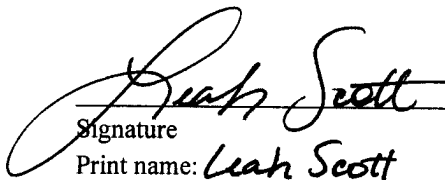
**8.5 Attorney Fees and Costs.** Should Developer or the Association be required to retain attorneys and/or take legal action to enforce or defend any term, condition, or provision in the Restrictions, then the Developer and/or Association shall be entitled to an award of all reasonable attorney fees, costs, expert fees, and court costs from the non-prevailing party.


Except as expressly provided in this Fourth Amendment to Restrictions for Shadowbrook Lakes, (the "Fourth Amendment") all of the provisions of the Restrictions shall remain in full force and effect. This Fourth Amendment to the Restrictions is intended to be read and enforced in harmony with the Restrictions, including all prior amendments. In the event of an irreconcilable conflict between the provisions of this Fourth Amendment with the Restrictions, this Amendment shall prevail. Should any term, condition, or provision herein and in the Restrictions be found by a court of competent jurisdiction to be unenforceable or contrary to law, then such offending term, condition, or provision shall be redrafted by such court to be enforceable pursuant to the fullest extent of its intent; if said term, condition, or provision cannot be so redrafted then it may be ignored and the remainder shall be fully effective and enforceable.

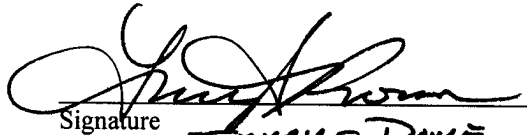
**THUS DONE, READ AND SIGNED**, in Baton Rouge Louisiana on this 26<sup>th</sup> day of January, 2016, by the duly authorized and empowered representative of the Developer, before the undersigned duly qualified Notary Public and in the presence of the undersigned competent Witnesses.

**WITNESSES:**

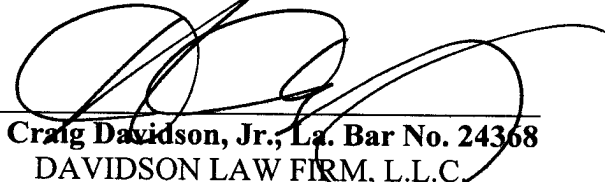
**LEVEL VENTURES, L.L.C.**

  
Signature  
Print name: Leah Scott

  
D. Todd Waguespaek, Manager  
450 Main Street  
Baton Rouge, Louisiana 70801

  
Signature  
Print name: TRACY S. ROME

**NOTARY PUBLIC**

  
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