



SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND SERVITUDES

FOR

ORIG 213 BNDL 12024

THE LAKES AT STONEGATE SUBDIVISION

THIS AMENDMENT is made on the date hereinafter set forth by:

KODIAK EQUIPMENT, L.L.C., a Louisiana limited liability company, represented herein by its duly authorized member, whose permanent mailing address is 1561 Richland Avenue, Baton Rouge, LA 70808 ("Kodiak"); and

KB HOME/SHAW LOUISIANA LLC, a Delaware limited liability company, authorized to do and doing business in the State of Louisiana, represented herein by its duly authorized representatives pursuant a Written Consent of the Executive Committee recorded with the Clerk and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 805, Bundle 11823, whose permanent mailing address is 3636 I-10 Service Road South, Suite 301, Metairie, Louisiana 70002 ("KBS");

who hereby declare as follows:

WITNESSETH

WHEREAS, Kodiak and KBS executed the Declaration of Protective Covenants, Conditions, Restrictions and Servitudes for The Lakes at Stonegate Subdivision, which was recorded in the public records of East Baton Rouge Parish at Original 641, Bundle 11941, as amended by the First Amendment to Declaration of Protective Covenants, Conditions, Restrictions and Servitudes for The Lakes at Stonegate Subdivision, which was recorded in the public records of East Baton Rouge Parish September 12, 2007 as Original 297, Bundle 11993 (collectively, the "Declaration").

WHEREAS, Kodiak and KBS desire to further amend the Declaration pursuant to Section 10.6.

NOW, THEREFORE, for good and valuable consideration the adequacy and receipt of which are acknowledged by the parties, Kodiak and KBS hereby state, agree to, and adopt the following, all effective immediately:

Amendment

1. Section 1.8 is hereby amended and restated in its entirety to read as follows:

"Declarant" means Kodiak Equipment, L.L.C., a Louisiana limited liability company, and its successors-in-title and assigns; provided that in a recorded instrument, such successor-in-title or assignee is designated as the Declarant hereunder by the holder of the rights of Declarant hereunder.

2. KBS does hereby relinquish, and does hereby assign, transfer and convey to Kodiak, all of its right, title and interest as the "Declarant", effective immediately and agrees to the substitution of Kodiak as the sole Declarant under the Declaration..

3. Kodiak hereby agrees to assume all of the rights and obligations and liabilities of KBS as Declarant or otherwise under the Declaration from and after the date of this Amendment.

4. This Amendment shall serve as an amendment to the Declaration duly adopted pursuant to section 10.6 thereof by KBS, as assigning Declarant and by Kodiak, as succeeding Declarant, and upon recordation as the recorded evidence of assignment contemplated by Section 1.8 of the Declaration..

5. KBS represents and warrants that there are no agreements or understandings with any person affected by the Declaration or other modification of the Declaration that is not recorded in the records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana.

6. This Amendment and the substitution and assignment contained herein shall inure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assigns) of the parties hereto.

7. In all other respects the Declaration continues in full force and effect. All provisions of the Declaration remain in full force and effect except as modified herein.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

This act has been passed in the Parish of East Baton Rouge, State of Louisiana on the 4 day of January, 2008, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

## WITNESSES:

A Michael Dufillo  
Print Name: A Michael Dufillo

KODIAK EQUIPMENT, L.L.C.

Gerald H. Walters Jr  
Print Name: Gerald H. Walters Jr

By: [Signature]  
Kelly C. Sills, Member

[Signature]  
Notary Public  
Name: Jeremy F. Werfal  
Bar Roll/Notary No. 23361  
Notary Public, State of Louisiana  
My Commission is for Life.

This act has been passed in the Parish of East Baton Rouge, State of Louisiana on the 4 day of January, 2008, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

## WITNESSES:

Thomas M. Maffett  
Print Name: Thomas M. Maffett

KB HOME/Shaw Louisiana LLC

Tiffany L. Hess  
Print Name: Tiffany L. Hess

By: David Landers  
David Landers  
Authorized Representative

[Signature]  
Notary Public  
Name: Jeremy F. Werfal  
Bar Roll/Notary No. 23361  
Notary Public, State of Louisiana  
My Commission is for Life.

This act has been passed in the Parish of East Baton Rouge, State of Louisiana on the 4 day of January, 2008, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

WITNESSES:

[Signature]  
Print Name: Marked Moffett

[Signature]  
Print Name: Tiffany L Hess

DECLARANT:

KB HOME Shaw Louisiana LLC

By: [Signature]  
Clint Szubinski  
Authorized Representative

[Signature]  
Notary Public  
Name: \_\_\_\_\_  
Bar Roll/Notary No. \_\_\_\_\_

Jeremy F. Werfel  
Bar Roll No. 23361  
Notary Public, State of Louisiana  
My Commission Is for Life.

ORIG 213 BNDL 12024

FILED AND RECORDED  
EAST BATON ROUGE PARISH, LA.

2008 JAN 09 PM 04:26:02  
FIL BK FOLIO

DOUG WELBORN

CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY  
BY \_\_\_\_\_

DEPUTY CLERK & RECORDER

531575.1

4