

**AMMENDMENT TO THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE SHADOWS AT WHITE OAK FIRST AND SECOND FILINGS**

ORIG 836 11089

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 9th day of December, 1999, before me the undersigned authority, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

WALTER R. BANKSTON and ASSOCIATED, INC., a Louisiana corporation represented herein by Walter R. Bankson, its duly authorized officer (hereinafter "APPEARER"):

Who declares that:

In accordance with section VII (D) of the original Declaration of Covenants, Conditions and Restrictions for The Shadows At White Oak Subdivision,

First and Second Filings, recorded in the official records of East Baton Rouge Parish as Original 136, Bundle 10528 and Original 948, Bundle, 10940,

The Appearer does hereby amend the Declarations as follows:

- (1) **ARTICLE V** (A) Regarding establishment of a homeowners association is amended in its entirety to read as follows:
 - (A) **Organization**. A homeowner association shall be formed by Appearer no or before the date when ninety-five (95%) percent of all its lots, either developed or proposed in The Shadows At White Oak Subdivision are sold to owners.
 1. During the Appointment Period (hereinafter defined). Appearer shall appoint a President, Vice resident and Secretary- Treasurer and two (2) other residents to serve as the Board of Directors of The Shadows Community Homeowners Association. During the Appointment Period, this Board shall serve at the pleasure of the Appearer.
 2. After the Appointment Period the homeowners shall elect the officers and Board members by a majority vote of the members present at any annual or special meeting called for said purpose. " Appointment Period shall mean the period of time commencing as of the date of recordation of this Amendment to the Declaration and continuing until the earlier of (a) the date on which the Appearer voluntarily relinquishes its right to appoint the Board of Directors pursuant to this Section and (b) the moment that ninety-five (95%) percent of the lots in all filing in the subdivision, existing or proposed, have been conveyed by Appearer to non-Appearer owners, or (c) December 31, 2001.

The rights and reservations of Appearer during this appointment period set forth herein shall be deemed accepted and reserved in each conveyance of property by Appearer to the Association and in each deed or other instrument by which any lot is conveyed by Appearer, Whether or not specifically stated therein. He rights and reservations of Appearer set forth in this Amendment shall be prior and superior to any other provisions of the Declaration and may not, without Appearer's prior written consent, he modified, amended, rescinded or affected by any amendment of the Declaration.

3. The name of the homeowners association shall be The Shadows Community Homeowners Association. “

(2) **ARTICLE V of** the Declaration regarding homeowners association is amended by adding Section (E) as follows:

((E) Appearer will establish and convey to The Shadows Community Homeowners Association, which shall consist of The Shadows at White Oak Subdivision, all Filings and Shadows Lake Subdivisions. The Homeowners Association shall establish reasonable rules and regulations for the use of the recreation area. Appearer intends to develop property immediately adjacent to the recreation area to be known as Shadows Lake Subdivision and in such event; Appearer will add certain property to the recreation area. I consideration of this addition of property to the recreation area, the recreation area shall also be for the common use of residents in the adjoining subdivisions which shall be named Shadows Lake Subdivision. “

(3) **ARTICLE VI** Sections (C), (D) and (E) of the Declarations regarding assessments and dues are hereby amended to read as follows:

(C) **Assessments and/or Dues.** During the Appointment Period, the assessments will be set by Appearer, Thereafter, the assessments and/or dues shall be established by an affirmative vote of a majority of the members present at any special meeting or annual meeting called for such purpose.

(D) **Notice.** Written notice of any meeting called for the purpose of taking any action, including assessments of dues, shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called any member of members present in person or by written proxy shall constitute a quorum.

(E) **Assessment Rate.** Both annual dues and special assessments must be fixed at a rate of twenty-five (25%) percent for unoccupied lots until a residence is built thereon and occupied for residential purposes and one hundred (100%) for occupied lots. Lots sold to builders for resale shall be assessed twelve (12) months after the purchase by builder or when the lot is sold to a new homeowner, whichever occurs first. Lots owned by Appearer shall not be assessed for dues until thirty-six (36) months after the final subdivision plat of the applicable filing is signed.”

(4) ARTICLE VI of the Declaration regarding assessments and dues is amended by adding Section (I) as follows:

- (I) Appearer of the Association, after ten (10) days written notice to a lot owner or builder can require the person or entity to clean or mow a lot that is unsightly in appearance. This shall not apply to the Developer and shall apply to lots that have been sold by the Developer only. If the person or entity so notified fails to clean or mow the lot as required within the ten (10) day period, then the Appearer may cause the lot to be cleaned or mowed at the expense of the person or entity notified. In such event, the cost of cleaning or mowing a lot shall be considered a special assessment which shall be a charge on the land continuing lien upon the property against which it is made, all in accordance with Section VI (A) and (G) above. “

Except as herein amended, the original Declaration of Covenants, Conditions and Restrictions for The Shadows at White Oak, First Filing and Second Filing, shall remain the same.