

State of Louisiana
Parish of East Baton Rouge

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FILED AND RECORDED
EAST BATON ROUGE PARISH, LA
DOUG WELBORN
CLERK OF COURT AND RECORDER

**Fourth Amendment to
Supplemental Declaration of Covenants, Conditions and Restrictions of Magnolia Square
(Residential Property)**

CUSTOMER PROVIDED COPY FOR,
BY: *Douglas Welborn*
DEPUTY CLERK AND RECORDER

Before me, the undersigned notary public, and in the presence of the undersigned competent witnesses, personally came and appeared:

The Village at Magnolia Square LLC, a Louisiana limited liability company, whose Articles of Organization were filed with the Secretary of State of Louisiana on August 29, 2006, represented herein by its Members, James Nunnally and W. Steele Pollard, being all of its Members, whose principal mailing address is 2815 Edward Avenue, Baton Rouge, LA 70808 ("**Town Founder**");

who declared as follows:

Recitals

- A. Town Founder executed the Supplemental Declaration of Covenants, Conditions and Restrictions of Magnolia Square (Residential Property) on September 29, 2009, which was recorded with the Clerk and Recorder of Mortgages of East Baton Rouge Parish, Louisiana at Original 634, Bundle 12188 (the "**Declaration**").
- B. The Town Founder reserved the right to make certain amendments to the Declaration in Section 7.1.
- C. Capitalized terms used herein but not defined shall have the meaning set forth in the Declaration.
- D. Pursuant to Section 7.1, the Town Founder seeks to amend the Declaration as follows:

Agreement

1. Section 1.4.1 is hereby deleted and restated in its entirety as follows:

1.4.1 Term of Option. The option may be exercised by Town Founder at any time during a period of twenty (20) years from the date of this Supplemental Declaration, provided, however, that Town Founder reserves the right to terminate such option, in whole or in part, at any time prior to the expiration of such twenty (20) year period by executing and filing any agreement evidencing such termination in the Records of the Clerk of Court of East Baton Rouge Parish, Louisiana, and except for such termination by Town Founder, no other circumstances will terminate such option prior to the expiration of such twenty (20) year period.

2. The definition of “Notice and Hearing” in Section 2.20 is hereby deleted in its entirety. All references to the defined term “Notice and Hearing” as used in the Declaration are hereby deleted.
3. The definition of Appointment Period in Section 2.2 is hereby deleted and restated in its entirety as follows:

2.2 Appointment Period. “Appointment Period” shall mean the period of time commencing as of the date of Recordation of this Supplemental Declaration and continuing until the earlier of (a) the date on which Town Founder voluntarily relinquishes its right to appointment the members of the Design Review Board in accordance with Section 3.2; (b) the moment after all Lots in the Residential Property have been conveyed by Town Founder to non-Town Founder Owners, or (c) December 31, 2029.

All references to the defined term “Appointment Period” as used in the Supplemental Declaration are hereby amended to convey this definition.

4. Section **6.2.7 Review Time Period** shall provide for a design review fee in the amount of Three Hundred Fifty and NO/100 Dollars (\$350.00).
5. Section **6.2.8 Construction Deposit** shall provide for a construction deposit in the amount of One Thousand and NO/100 Dollars (\$1,000.00). The requirement for submission of a construction deposit by a Select Builder may be waived by the Design Review Board in its sole discretion.
6. To the extent the terms of this Amendment conflict with the terms of the Master Declaration, Supplemental Declaration, Articles of Incorporation & By-Laws of Magnolia Square Property Owners’ Association, Inc., the Master Plan and Design Code, any other documents governing this property or any amendments or supplements thereto, the terms of this Amendment shall control.
7. Except as amended and modified herein, the Master Declaration remains in full force and effect.

Signatures on Following Pages

IN WITNESS WHEREOF, Town Founder has executed this Fourth Amendment to Supplemental Declaration in Baton Rouge, Louisiana on October 8th, 2014, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

Witnesses:

Amanda Walker
Name: Amanda Walker

Joey Pierce
Name: Joey Pierce

Town Founder:

The Village at Magnolia Square LLC

By: [Signature]
James H. Nunnally, Authorized Member

By: [Signature]
W. Steele Pollard, Authorized Member

Amy Tycer Smith
Notary Public
Name: Amy Tycer Smith
Bar Roll Number: _____
Notary # 78079