

**AMENDMENT TO THE CREATION OF SERVITUDES
AND DECLARATION OF POND RESTRICTIONS**

Gary Loftin, Caddo Parish Clerk of Court

STATE OF LOUISIANA

PARISH OF CADDO

2579375

12/23/2015 02:18 PM

Number of Pages: 6

BE IT KNOWN that this 23 day of December, 2015, before me, the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

WALLACE LAKE DEVELOPMENT, L.L.C. ("Wallace Lake"), a Louisiana limited liability company, domiciled in Caddo Parish, Louisiana, whose mailing address is 400 Travis Street, Suite 1510, Shreveport, Louisiana 71101, herein represented by and through C. DeWitt Caruthers, its duly authorized Manager; and

RONALD KILGARLIN, JR. and SHAWN V. KILGARLIN ("Kilgarlins"), husband and wife, having a mailing address of 11002 Helens Way, Shreveport, Louisiana, 71106.

WHEREAS, Wallace Lake is the owner of St. Andrews Place Subdivision, Unit 1 (hereinafter the "Unit 1 Subdivision"), a subdivision of Shreveport, Louisiana, as per plat recorded in Conveyance Book 7000, pages 237 through 240 of the Conveyance Records of Caddo Parish, Louisiana;

WHEREAS, Lots 1, 2 and 3 of the Unit 1 Subdivision adjoin and include a portion of Pond A and Lots 3, 4 and 5 of the Unit 1 Subdivision adjoin and include a portion of Pond B;

WHEREAS, on January 18, 2013, Wallace Lake executed an instrument, namely Creation of Servitudes and Declaration of Pond Restrictions, which was filed in the Conveyance Records of Caddo Parish, Louisiana, on January 25, 2013, under Registry No. 2439498;

WHEREAS the Creation of Servitudes and Declaration of Pond Restrictions addressed Pond A and Pond B with respect to Lots 1 through 5 of the Unit 1 Subdivision;

WHEREAS the Kilgarlins subsequently acquired Lots 4 and 5 of Unit 1 Subdivision by Cash Sale Deed filed in the Conveyance Records of Caddo Parish, Louisiana, on March 26, 2015, under Registry No. 2541624;

WHEREAS, Wallace Lake subsequently became the owner of St. Andrews Place Subdivision, Unit 2 (hereinafter the "Unit 2 Subdivision"), a subdivision of Shreveport, Louisiana, as per plat recorded in Conveyance Book 8000, pages 83 and 84 of the Conveyance Records of Caddo Parish, Louisiana;

WHEREAS, the Unit 2 Subdivision contains two lots which also adjoin and include a portion of Pond B, namely Lots 17 and 18;

NOW, THEREFORE, Wallace Lake and the Kilgarlins hereby amend the Creation of Servitudes and Declaration of Pond Restrictions as follows, to-wit:

1. Recitals

- 1.1 Wallace Lake is the owner of St. Andrews Place Subdivision, Unit 1 (the "Unit 1 Subdivision"), a subdivision of Shreveport, Louisiana, as per plat recorded in Conveyance Book 7000, pages 237 through 240 of the Conveyance Records of Caddo Parish, Louisiana.
- 1.2 Wallace Lake is the owner of St. Andrews Place Subdivision, Unit 2 (the "Unit 2 Subdivision"), a subdivision of Shreveport, Louisiana, as per plat recorded in Conveyance Book 8000, pages 83 through 84 of the Conveyance Records of Caddo Parish, Louisiana.
- 1.3 The Unit 1 Subdivision consists of approximately thirteen (13) lots and contains Pond A and a portion of Pond B.
- 1.4 The Unit 2 Subdivision consists of approximately eleven (11) lots and contains a portion of Pond B.
- 1.5 Lots 1, 2 and 3 of the Unit 1 Subdivision adjoin and include a portion of Pond A and Lots 3, 4 and 5 of the Unit 1 Subdivision and Lots 17 and 18 of Unit 2 Subdivision adjoin and include a portion of Pond B.
- 1.6 In order to protect and enhance the value and desirability of the lots of the Subdivision which adjoin and include a portion of Pond A and/or Pond B, Wallace Lake hereby subjects Lots 1 through 5 of the Unit 1 Subdivision and Lots 17 and 18 of the Unit 2 Subdivision to the following Reciprocal Servitudes and Declaration of Pond Restrictions.

2. Destination of the Owner Converts to Servitude of Right

Pursuant to Article 741 of the Louisiana Civil Code, upon the conveyance by Wallace Lake of Lot 1, 2 or 3 of the Unit 1 Subdivision to a third party, a servitude over Pond A will come into existence of right, and upon the conveyance by Wallace Lake of Lot 3, 4 or 5 of the Unit 1 Subdivision or Lots 17 or 18 of the Unit 2 Subdivision to a third party, a servitude over Pond B will come into existence of right.

3. Reciprocal Servitude: Pond A

Owner(s) of Lots 1, 2 and 3 of the Unit 1 Subdivision grant to each other a reciprocal and perpetual servitude upon and across the entirety of Pond A for access, use and enjoyment of said pond. Additionally, said servitude extends on and across Pond A for the purpose of maintenance and repairs of Pond A and of said pond's dam or related structure.

4. Reciprocal Servitude: Pond B

Owner(s) of Lots 3, 4 and 5 of the Unit 1 Subdivision and Lots 17 and 18 of the Unit 2 Subdivision grant to each other a reciprocal and perpetual servitude upon and across the entirety of Pond B for access, use and enjoyment of said pond. Additionally, said servitude extends on and across Pond B for the purpose of maintenance and repairs of Pond B and of said pond's dam or any related structure.

5. Declaration of Restrictions

- 5.1** Each Owner of a Subdivision Lot which adjoins and includes a portion of Pond A and/or Pond B ("Pond Lot Owner") shall be primarily responsible to maintain and repair said ponds shoreline on said owner's respective lot, in compliance with all applicable laws, regulations or ordinances. However, if a Pond Lot Owner fails or refuses to perform necessary repairs or maintenance for a period of thirty (30) days after written notice of the existence of a violation thereof from the St. Andrews Place Homeowners Association, Inc. (the "Association"), the Association shall have full power and authority to perform the required maintenance or repair and to assess the Pond Lot Owner for such expenses.
- 5.2** Until all Ponds Lots, with respect to each specific Pond, specifically Lots 1, 2 and 3 on Pond A and Lots 3, 4 and 5 of the Subdivision, and Lots 17 and 18 of Unit 2 Subdivision as defined above, on Pond B, are sold by Developer, the Developer shall retain control of each Pond, dam and related structures and shall be responsible to maintain same.
- 5.3** Until all Pond Lots with respect Pond A are sold, Pond Lot Owners of Pond A shall be responsible to reimburse the Developer for one-third (1/3) the costs and expenses of any required maintenance or repair with respect to the Pond, dam or related structures performed on Pond A, by the Developer within thirty (30) days of presentment of statement which shall be payable with ten percent (10%) interest per annum after presentment of statement.
- 5.4** Until all Pond Lots with respect to Pond B are sold, Pond Lot Owners of Pond B shall be responsible to reimburse the Developer for one-fifth (1/5) the costs and expenses of any required maintenance or repair with respect to the Pond, dam or related structures performed on the respective Pond, by the Developer within thirty (30) days of presentment of statement which shall be payable with ten percent (10%) interest per annum after presentment of statement.
- 5.5** Upon the sale of all Pond Lots, with respect to each specific Pond, all maintenance and repair to said Ponds shall be performed by the Pond Lot Owners whose Pond needs maintenance or repair in accordance with the Servitude Agreement and all costs incurred in connection therewith shall be equally born by the Pond Lot Owners of their respective Pond.
- 5.6** Each Pond Lot Owner shall have the right to use their respective pond, as delegated above, by boat; provided, however, said Pond Lot Owner does not trespass onto another Pond Lot Owner's lot.
- 5.7** No gas powered or internal combustion motor is permitted on either pond in the Subdivision, and, as such, the only motor allowed on either pond is a silent electric powered trolling motor.
- 5.8** No pumps of any type are allowed to withdraw water from the ponds for use with home sprinkler systems and any other use not approved by the Association. Emergency use for extinguishment of fires is permitted.
- 5.9** Each Pond Lot Owner shall use their best effort to control siltation and minimize runoff from any and all types of chemicals, including fertilization, in order to protect against pollution and contamination of the ponds.

- 5.10 No boat canal shall be constructed or installed upon any lot nor shall any facility or fence be constructed which alters the course of or natural boundaries of the ponds or impedes the use of the pond. No lot shall be increased in size by filling in the pond(s).
- 5.11 No boat, hoists, launching facilities or any similar type of structures or equipment shall be installed, constructed or maintained upon any lot, nor shall any boat trailer be stored on any lot, without the consent of the Association.
- 5.12 Rules and regulations for the use and enjoyment of the ponds may be promulgated by Wallace Lake. Such rules may regulate all access and uses.
- 5.13 All use of the ponds shall be at the users own risk and Wallace Lake shall have no liability arising out of any such use. All users herein waive any cause of action (for themselves, their children, heirs, invitees, successors and assigns) against any Owner, Pond Lot Owner, Declarant, Developer or Wallace Lake arising out of use of either Pond.

6. Covenants Running with the Land

The rights and restrictions granted herein are rights and restrictions running with the land, and shall be binding upon Pond Lot Owner's of Lots 1, 2, 3, 4 and 5 of the Unit 1 Subdivision and Lots 17 and 18 of the Unit 2 Subdivision, and their respective successors, heirs and assigns.

- 7. In the event of an discrepancies between this Amendment to the Creation of Servitudes and Declaration of Pond Restrictions and the St. Andrews Place Subdivision, Unit 1, Declaration of Protective Covenants, Conditions, Servitudes and Building Restrictions or the St. Andrews Place Subdivision, Unit 2, Declaration of Protective Covenants, Conditions, Servitudes and Building Restrictions, the terms and provisions of this Amendment to the Creation of Servitudes and Pond Restrictions will prevail.
- 8. This instrument may be executed by the parties in separate counterparts, and the signature page of each executed counterpart may be combined into one instrument for recordation purposes.

[signatures appear on the following pages]

THUS DONE AND PASSED in the City of Shreveport, Caddo Parish, Louisiana, on the day, month and year hereinabove first written in the presence of the undersigned competent witnesses who have hereunto affixed their signatures with the said Appearer and me, notary, after reading of the whole.

WITNESSES:

WALLACE LAKE DEVELOPMENT, L.L.C.

Wendy L. Mason
Wendy L. Mason
Pamela J. Knox
Pamela J. Knox

By: [Signature]
C. DeWitt Caruthers,
Manager

KRISTEN C. KOT, NOTARY PUBLIC
CADDO & BOSSIER PARISH, LA
MY COMMISSION IS FOR LIFE
ID # 91988

[Signature]
NOTARY PUBLIC in and for
Caddo Parish, Louisiana

WITNESSES:

Ronald Kilgarlin, Jr.

NOTARY PUBLIC in and for
Caddo Parish, Louisiana.

WITNESSES:

Shawn V. Kilgarlin

NOTARY PUBLIC in and for
Caddo Parish, Louisiana.

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WITNESSES:

WALLACE LAKE DEVELOPMENT, L.L.C.

By: _____
C. DeWitt Caruthers,
Manager

NOTARY PUBLIC in and for
Caddo Parish, Louisiana


WITNESSES:



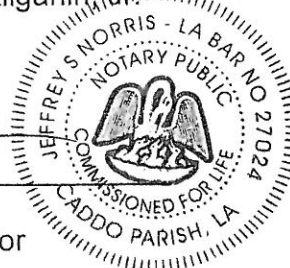
PAIGE GREENWAY



Cori Craig

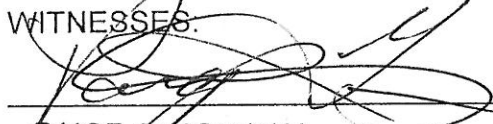


Ronald Kilgarlin, Jr. 12/22/2015

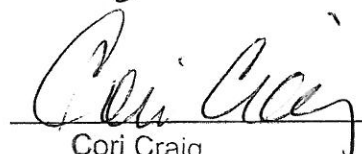


NOTARY PUBLIC in and for
Caddo Parish, Louisiana.

WITNESSES:



PAIGE GREENWAY



Cori Craig



Shawn V. Kilgarlin 12/22/2015



NOTARY PUBLIC in and for
Caddo Parish, Louisiana.