

AMENDED AND COMPLETELY RESTATE
CONDOMINIUM DECLARATION
OF
RIVER HIGHLANDS ESTATES CONDOMINIUMS

INSTRUMENT # 00719757
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STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

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BE IT KNOWN, that on the 4th day of May, 2004

BEFORE ME, the undersigned authority, personally came and appeared:

ASCENSION PROPERTIES, INC., a Louisiana corporation domiciled in the parish of Ascension, LA, represented herein by Chris. M. Ingram, President, duly authorized, (hereinafter called "Declarant"), whose mailing address is declared to be 41003 Villa Court North, Gonzales, LA 70737;

who declared that the purpose of this declaration is to submit the land herein described and the improvements constructed thereon to the condominium form of ownership and use; to avail themselves of the provisions of the Louisiana Condominium Act (LSA-R.S. 9:1121.101 et seq.) and to establish this declaration of condominium pursuant to the provisions as follows:

I.

Submission to Condominium Regime.

Declarant desires to establish a

condominium regime and hereby submit the following described property to the condominium form of ownership, to-wit:

One (1) certain tract or parcel of ground, together with all the buildings and improvements thereon, situated in the Parish of Ascension, Louisiana, and being designated as Tract Y-1-A-1 containing 3.934 acres, being more particularly described to a map entitles "Map Showing Resubdivision of Tracts 'Y-2-A' & 'Z-1' of the Ascension Properties, Inc. Property into 'Y-1-A-1' AND 'Z-1-A' Located in Section 30, T9S-R5E Ascension Parish, Louisiana for Ascension Properties, Inc.", prepared by McLin & Associated, Inc., dated April 7, 2004, a copy of which is on file and of record in the official records of the office of the Clerk and Recorder for the said Parish of Ascension.

II.

Name. The condominium shall be known as "RIVER HIGHLANDS ESTATES CONDOMINIUMS," (herein referred to as the "Condominium").

III.

Definitions. Unless it is plainly evident from the context that a different meaning is intended as used herein, and in the Bylaws, the terms used in this document shall have the meaning ascribed to them by LSA-R.S 9:1121.103.

IV.

Improvements. The proposed improvements on this above described property include sixteen (16) buildings, patios, concrete drives, parking, concrete walkways, wood fences, stairways, balconies, porches and landscape features the location of which are shown on the architectural and landscape site plans attached hereto and made a part hereof as Exhibit "A". The location of utilities are as shown on Exhibit "A".

V.

Units.

A. There shall be thirty-two (32) units in the condominium. The units are designated by the number of the unit, with each building containing units (downstairs being Unit A and upstairs being Unit B). The location and number of the units are as shown on Exhibit "A". The condominium units shall be built in four phases. Buildings one through four (1 – 4) shall be phase one; building five through eight (5 – 8) shall be phase two; buildings nine through twelve (9 – 12) shall be phase three; and buildings thirteen through sixteen (13 – 16) shall be phase four.

B. The limits of ownership of the units are measured as follows:

Each unit owner shall own all interior space measured horizontally from the inside finish of sheetrock of all interior walls and to a plane equal to the finish of the flooring and ceiling (i.e. walls/floors/ceilings which separate one condominium from each other, including the designated storage rooms for each unit). Each unit owner is responsible for providing protection from blowing rain entering the unit from under the doors and windows during high wind and rain or any outside water supply excluding flood. Presently, wind driven rain is only covered by the Condo Association insurance policy if physical damage to the structure occurs that allows water to enter the unit. All other instances are the responsibility of the unit owner unless the Condo Association's insurance policy changes.

The "courtyard" shown on each individual building site shall be for the exclusive use of the upstairs unit (unit B). The downstairs unit of each building shall have the front yard. Each individual unit shall have the exclusive use of its building site, except that there is a four (4) foot walkway servitude for condominiums eleven through sixteen (11 - 16) on buildings one (1), four (4), seven (7), and ten (10) as shown on Exhibit "A". The co-owners of each individual building shall be responsible for installing and maintaining landscaping on their individual building sites.

The individual owner of each boat slip shall be responsible for the maintenance of the boat slip.

C. All plans by unit owners to alter, add to, improve, finish or refinish a unit and/or the doors and windows of a unit as well as the erection, placement, size and design of signs, and the exterior facing on any blinds or draperies must be approved by the Architectural Review Committee in their discretion prior to the commencement of construction. Any plans to change the roof framing must be reviewed by a licensed civil engineer and approved by the Architectural Review Committee in their discretion prior to such change being affected. It is intended that the buildings will be built per the elevations as shown on Exhibit "B", but the individual interior floor plans may vary subject to the approval of the architectural review committee.

VI.

Common elements. The common elements consist of the portion of the condominium property not a part of the limits of ownership of the individual units, including, but not limited to the landscaped entrance and gate, road, parking area, and wooden fence.

VII.

Limited common elements. Limited common elements consist of those common elements reserved for the use of a certain unit or of certain units in the condominium and include:

The yards on each individual building site;

Building sites one (1), four (4), seven (7), and ten (10) shall have a four (4') foot walkway which may be used by the owners of buildings eleven through sixteen (11 – 16) to access their designated boat slips.

VIII.

Use of condominium property. In order to provide for congenial occupancy of the condominium property and for the protection of the values of the unit, the use of the condominium property shall be subject to the following limitations:

1. The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of units.
2. No nuisances shall be allowed on the condominium property nor shall any use or practice be allowed which is a source of annoyance to its owners or which interferes with peaceful possession or proper use of the condominium property by its owners.
3. No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be complied with.

4. A unit owner shall not place any objects in the common areas. Areas under stairwells will be shared storage for the upstairs and downstairs unit owners. The half closest to the downstairs unit will be for their use and the half farther from the downstairs unit owner will be for the use of the upstairs unit owner. These areas are to be kept clean and neat or the right of usage will be forfeited. The Association reserves the right to remove items not in compliance with the above. No other common space will be used as storage unless specifically approved by the Board of Directors.
5. A unit owner shall not do anything that would jeopardize the soundness or safety of the condominium property, reduce its value or impair any servitude in its favor.
6. No barbequing shall be permitted on any condominium unit porches (Units A & B).

IX.

Association of unit owners. As more fully set forth in the Bylaws (which are annexed hereto and made part hereof as Exhibit "C"), the unit owners are to manage and regulate condominium through RIVER HIGHLANDS ESTATES CONDOMINIUMS ASSOCIATION, INC. (hereinafter referred to as the "Association").

X.

Voting. The owner(s) of each unit shall be entitled to one (1) vote at all meetings of the unit owners.

XI.

Fraction of ownership. Each unit shall have a fraction of ownership of 3.125% for the units. The fraction of ownership of each unit shows the undivided share of that unit in the common elements which are a component part of that unit, and represent the fraction of interest that each unit shares in the common expenses and common surplus of the condominium.

XII.

Maintenance and repair.

- A. All maintenance of and repair to any unit (other than maintenance of and repairs to any common elements contained therein not necessitated by the negligence, misuse, or neglect of the owner of such unit) shall be made by the owner of such unit. The owner of each unit shall be responsible for all damages to any other unit and to the common elements resulting from his failure to perform such maintenance and repairs.
- B. All maintenance, repair, and replacement to the limited common elements shall be borne on a pro rata basis by the units which are served by the limited common elements to be maintained, repaired, or replaced.
- C. All maintenance, repairs, and replacement to the other common elements, whether located inside or outside of the units (unless necessitated by the negligence, misuse, or neglect of the owner of a unit in which case such expenses shall be charged to the owner of that unit) shall be made by the Association and be charged to all the unit owners as a common expense.
- D. The fraction of ownership of each unit represents the fraction of interest that each unit shares in the common expenses.

XIII.

Insurance.

- A. Types of Insurance. The Association shall obtain and keep in full force and effect at all time the following types of insurance coverage provided by companies licensed to do business in the State of Louisiana:

1. Fire and Casualty Insurance: The Association shall obtain a policy or policies of insurance on the Condominium common areas in such amounts as shall provide for replacement of the Condominium common areas in the event of damage or destruction from the casualty against which such insurance is obtained. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverages and may elect such "deductible" provisions as all in the Association's opinion are consistent with good business practices
2. Public Liability and Property Damage Insurance: The Association shall obtain a broad form of comprehensive liability insurance coverage, in such amounts (but in no event less than \$1,000,000 per occurrence) and in such forms as it deems advisable to provide adequate protection against liability for personal injury, death, and property damage. Coverage shall include without limitation liability for all activities in connection with the ownership, operations, maintenance, and other use of the Condominium common assets.
3. Flood Insurance: The Association shall obtain a policy or policies of insurance on the Condominium in the event of damage or destruction due to flood. Such insurance shall include building coverage only. The Association may comply with the above requirements by the

purchase of blanket coverage and may elect such "deductible" provisions as in the Associations opinion is consistent with good business practices.

4. Directors and Officers Insurance: The Association shall purchase, in such amounts and in such forms as it deems appropriate, Directors and Officers insurance to cover against dishonesty of the directors or officers of the Association, destruction or disappearance of money or securities and forgery.

B. Additional Coverage: The provisions of this Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required by this Declaration, in such amounts and in such form as the Association may deem appropriate from time to time.

XIV.

Ownership. Ownership of a unit includes the following:

1. An undivided fractional interest in the common elements;
2. The exclusive right to use certain limited common elements as provided in this Declaration;
3. An obligation to pay a portion of the common expenses of the Association;

4. An undivided share in common surplus if and when distributed;
5. All rights, privileges and obligations of membership in the Association;
6. The right to use two (2) parking spaces as designated by the Association;
7. An undivided fractional interest in any other assets of the condominium.

XV.

Improvements.

- A. If approved by a vote of more than 50% of the total authorized votes for all units, the Association may make an improvement to the common elements. The cost of such improvements shall be borne by all of owners on a pro rata basis.
- B. If approved by a vote of more than 50% of the total authorized votes for all units, the Association may make an improvement to the common elements and assess the costs thereof to all unit owners as a common expense. If the improvement shall cost in excess of ten percent (10%) of the then appraised value of the condominium property, the costs may be assessed to all unit owners as a common expense, only on the affirmative vote of more than 50% of the total authorized votes for all units.

XVI.

Encroachments. If any portion of the common elements shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common elements or limited common elements as a result of settling or shifting of a building, a valid servitude for the encroachment and for its maintenance shall exist as long as the

building stands. In the event a building, a unit, any adjoining unit, or any adjoining common element shall be partially or totally destroyed as a result of fire or other casualty or as a result of a condemnation or eminent domain proceeding, and then rebuilt, any resulting encroachment of a part of the common element upon any unit or of any unit upon any other unit or upon any part of the common element shall be permitted, and a valid servitude for such encroachment and for its maintenance shall exist so long as the building stands.

XVII.

Unit subject to declaration, bylaws, rules and regulations. The administration of the condominium shall be governed by this Declaration, the Bylaws attached hereto, incorporated herein and recorded herewith, and rules and regulations adopted pursuant thereto. All present and future owners, mortgagees, lessees, and occupants of units and their employees and any other person who may use the facilities of the condominium in any manner shall be subject to, and shall comply with the provisions of this Declaration, the Bylaws, and the rules and regulations, as these instruments may be amended from time to time. The purchase of a unit, or the mortgaging of a unit, or the entering into a lease, or the entering into occupancy of a unit shall constitute an acceptance of the provisions of such instruments as they may be amended from time to time, by such owners, lessees, mortgagees, or occupants. The provisions contained in such instruments shall bind any person having at any time any interest in such unit, as though such provisions were recited and fully stipulated in each sale, mortgage, or lease thereof.

XVIII.

No partition if units. No unit as described in this Declaration shall be subdivided or partitioned, except that the interior of lots eleven through sixteen (11 – 16) may be changed with the approval of the architectural review committee.

XIX.

Amendment of Declaration. This Declaration may be amended only by a vote of sixty-six and 2/3's percent (66.6%) of the total authorized votes for all units at a meeting of the unit owners duly held for such purpose. The notice of such special meeting must be mailed to all unit owners at least ten (10) days prior to the scheduled date for the meeting and the notice must set for the proposed amendment. No such amendment shall be effective until recorded in the office of the Clerk of Court for the Parish of Ascension, State of Louisiana.

XX.

Invalidity. The invalidity of any part of this declaration shall not affect in any manner the validity of enforceability of the remainder of this Declaration, and the other provisions of this Declaration shall continue in effect as if such invalid provision had never been included herein.

XXI.

Waiver. No provision contained in this declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of the violations which may occur.

THUS DONE AND SIGNED on the day, month and year first above written, in the presence of the undersigned Notary and competent witnesses in the City of Baton Rouge, State of Louisiana.

WITNESSES:

Lorraine Bringer
Rue/Gab

RIVER HIGHLANDS ESTATES

CONDO ASSOCIATION.

By: [Signature]

Valerie V. L.

NOTARY PUBLIC

Valerie Lewis # 011693