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STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

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

FOURTH AMENDED AND SUPPLEMENTAL
CONDOMINIUM DECLARATION AND BYLAWS OF
RIVER HIGHLANDS ESTATES CONDOMINIUMS ASSOCIATION, INC.
BY Paul J. [Signature]
DEPUTY CLERK AND RECORDER

BE IT KNOWN, that on this 22nd day of July, 2019;

BEFORE ME, the undersigned Notary Public, personally came and appeared:

RIVER HIGHLANDS ESTATES CONDOMINIUMS ASSOCIATION, INC., a

Louisiana Non-Profit Corporation registered and doing business under the laws of the aforesaid State, domiciled in the Parish of Ascension, represented herein by its duly authorized President, Connie Logan (hereinafter referred to as “Declarant”), whose mailing address is declared to be 11182 River Highlands Drive, 10-B, St. Amant, LA 70774, having been authorized to do so by a the vote of the unit owners at an Annual Meeting on February 7, 2019 duly called and noticed, at which 23 of the 38 units were represented, and a majority of the units represented voted in favor of the amendments incorporated herein;

who declared that the purpose of this Fourth Amended and Supplemental Declaration is to amend and supplement the original, second, and third amended Condominium Declaration and Bylaws of River Highlands Estates Condominiums Association, Inc., filed of record with the Ascension Parish Clerk of Court as Instrument Nos. 00575357, 00849737, and 00953320, and any subsequent amendments thereto and to ratify the submission of the land herein described and the improvements constructed thereon to the condominium form of ownership and usc; to avail themselves of the provisions of the Louisiana Condominium Act (LSA-R.S. 9:1121.101, *et seq.*) and to establish this as the applicable Declarations and Bylaws of Condominium pursuant to the provisions as follows:

The Declarations shall be amended as follows:

1.

Section IV. currently reads:

“The proposed improvements on the above described property include nineteen (19) buildings...”

2.

Section IV. shall be revised as follows:

“The proposed improvements on the above described property include sixteen (16) buildings.”

3.

Section V.A. currently reads:

“A. There shall be thirty-eight (38) 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 shown on Exhibit "A". The condominium units shall be built in four phases. Buildings one through four (1-4) shall be phase one; buildings five through ten (5-10) shall be phase two; buildings eleven through fourteen (11-14) shall be phase three; and buildings fifteen through nineteen (15-19) shall be phase four. Ascension Properties, Inc. shall be responsible for the fraction of ownership of all unbuilt and/or unsold units.”

4.

Section V.A. shall be revised as follows:

“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 shown on Exhibit "A".”

5.

Section V.B. currently reads:

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

i. Each unit owner shall own all interior space measured horizontally from the outside face of studs of all exterior walls to the center line of the common walls (i.e. walls which separate one condominium from another).”

6.

Section V.B. shall be revised as follows:

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

i. 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.”

7.

Section ii. currently reads:

“ii. 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 a 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 nineteen (11-19) on buildings one (1), four (4), seven (7), and ten (10) as shown on Exhibit “A”. The co-owners of each building site shall be responsible for landscaping on their individual building sites.”

8.

Section ii. shall be revised in its entirety as follows:

“ii. 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 a 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 building site shall be responsible for landscaping on their individual building sites.”

9.

Section VII. currently reads:

“B. 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 nineteen (11- 19) and the individual owners of the designated boat slips.”

10.

Section VII. shall be revised as follows:

“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) and individual owners of the designated boat slips.”

11.

Section XI. currently reads:

“Each unit shall have a fraction of ownership of 2.6316% for the units. The fraction of ownership of each unit shows the undivided share of that unit in 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.”

12.

Section XI. shall be revised as follows:

“Each unit shall have a fraction of ownership of 3.125%. The fraction of ownership of each unit shows the undivided share of that unit in 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.”

13.

Section XII. currently reads:

“A. All maintenance of an repairs to any unit (other than maintenance of an 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 affect such maintenance and repairs.”

14.

Section XII. shall be revised as follows:

“A. All maintenance of and repairs 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 affect such maintenance and repairs.”

15.

Section E. shall be added and read as follows:

“E. Modifications or repairs done by an owner that exceed \$1,000.00 shall be made by a licensed and insured contractor. Failure to comply, would impose a penalty of \$1,000.00 as a personal obligation of the owner subject to the rules governing payment of common expenses.”

16.

Section XVIII. currently reads:

“No unit as described in this Declaration shall be subdivided or portioned, except that the interior of Lots eleven through nineteen (11-19) may be changed with the approval of the Architectural Review Committee.”

17.

Section XVIII. shall be revised as follows:

“No unit as described in this Declaration shall be subdivided or portioned.”

18.

Section XIX. Amendment of Declaration currently reads:

“This declaration may be amended only by a vote of at least fifty-one percent (51%) of the total authorized votes for all units at a meeting of the unit owners duly held for such propose, The notice of such a 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 forth 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.”

19.

Section XVIII. shall be revised as follows:

“This declaration may be amended only by a vote of at least fifty-one percent (51%) of the total authorized votes for all units at a meeting of the unit owners duly held for such purpose. The notice of such a 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 forth 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.”

The Bylaws shall be amended as follows:

20.

Section VI. currently reads:

“Section 5. Payment of common expenses. All Unit Owners shall be obligated to pay the Common Expenses assessed by the Association pursuant to the provisions of the Declaration and these Bylaws at such time or times as the Association shall determine.”

21.

Section VI. shall be revised as follows:

“Section 5. Payment of common expenses. All unit Owners shall be obligated to pay the Common Expenses assessed by the Association pursuant to the provisions of the Declaration and these Bylaws at such time or times as the Association shall determine. The payment of common expenses is a personal obligation of the owner.”

22.

Section 7. currently reads:

“Default in Payment of Common Expenses.

(a) The Association shall have a lien on a Condominium Unit, as provided in LSA-R.S.9:1123.115 and other provisions of the Louisiana Condominium Act and the Declaration, for all unpaid sums assessed by the Association for the unit's share of Common Expenses, plus reasonable attorney's fees and interest on the unpaid principal at the legal interest rate. The Association shall have the power to bid on the unit at foreclosure sale, and to hold, lease, mortgage and convey the unit. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same, Reasonable attorney's fees and expenses in connection with the collection of the debt shall be paid by the owner against whom any action is brought.”

23.

Section 7. shall be revised as follows:

“Default in Payment of Common Expenses.

(a) The Association shall have a lien on a Condominium Unit, as provided in LSA-R.S.9:1123.115 and other provisions of the Louisiana Condominium Act and the Declaration, for all unpaid sums assessed by the Association for the unit's share of Common Expenses, plus reasonable attorney's fees and interest on the unpaid principal at 12 % interest per annum from the date of default until paid. The Association shall have the power to bid on the unit at foreclosure sale, and to hold, lease, mortgage and convey the unit. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. Reasonable attorney's fees and expenses in connection with the collection of the debt shall be paid by the owner against whom any action is brought.”

24.

Article IX. currently reads:

“Miscellaneous

Section 1. Notices. All notices to the Board of Directors shall be delivered or sent by certified mail to the office of the Board or such other address as the Board may hereafter designate from time to time. All notices to any Unit Owner shall be delivered or sent by regular mail to such address as shall be designated by him in writing to the Board. All notices to mortgagees or Units shall be sent by certified mail to their respective addresses, as designated by them from time to time, in writing to the Board. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.”

25.

Article IX. shall be revised as follows:

“Miscellaneous

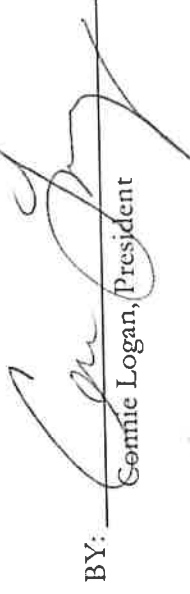
Section 1. Notices. All notices to the Board of Directors shall be delivered or sent by certified mail to the office of the Board or such address as the Board may hereafter designate from time to time. All notices to any Unit Owner shall be delivered or sent by regular mail and/or electronic mail to such address as shall be designated by him in writing to the Board. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.”

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

WITNESSES:

 Robert C. Anderson
 Kymelle Bachman

RIVER HIGHLANDS ESTATES
CONDOMINIUMS ASSOCIATION, INC.

BY:  Gennie Logan, President



J. Andrew Murrell
NOTARY PUBLIC

Notary Number: 92497

Commission Expires: Upon Death