

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

INSTRUMENT # 00849737
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**SECOND AMENDED AND SUPPLEMENTAL
CONDOMINIUM DECLARATION OF
RIVER HIGHLANDS ESTATES CONDOMINIUMS ASSOCIATION, INC.** COPY BY

BE IT KNOWN, that on this 6 day of May, 2014, M. Petate
DEPUTY CLERK & RECORDER
SLIPRT602

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, Jerome Lohmann (hereinafter referred to as "Declarant"), whose mailing address is declared to be 746 High Lake Drive, Baton Rouge, LA 70810, having been authorized to do so by a vote of the unit owners at a Special Meeting on November 11, 2013, duly called and noticed, at which 28 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 Amended and Supplemental Declaration is to amend and supplement the original Condominium Declaration of River Highlands Estates Condominiums, filed of record with the Ascension Parish Clerk of Court as Instrument No. 00575357 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 use; 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 Declaration of Condominium pursuant to the provisions as follows:

I.

Submission to Condominium Regime. Declarant desires to ratify the condominium regime previous created 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 buildings and improvements thereon, situated in the **PARISH OF ASCENSION**, State of Louisiana, and being designated as **TRACT Y-1-A-1** containing **3.934 ACRES**, being more particularly described in the map entitled 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 & Associates, 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," (hereinafter 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 the above described property include nineteen (19) 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 is as shown on Exhibit "A".

V.

Units.

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.

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).
- 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.
- iii. Ascension Properties, Inc. shall retain the ownership of the boat slip areas as designated on Exhibit "A". Ascension Properties, Inc. intends to install or to permit others to install in stages these boat slips with the approval of the Architectural Review Committee. Ascension Properties, Inc. shall have the right to sell/and or lease the individual boat slip sites and/or boat slips.

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

C. All plans by unit owners for new construction, alterations to an existing unit, inclusive of finishing/refinishing a unit and doors/windows of a unit, as well as the erection, placement, size, and design of signs, and the exterior facing of 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:

- A. The yards on each individual building site;
- 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.

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.

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 barbecuing 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 the 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 2.6316% 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 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.
- 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 title owner of a unit in which case such expenses shall be charged to that Unit Owner) 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 coverage 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 Association’s opinion are 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 herein 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 forms 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.
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 fifty-one percent (51%) or more, of the total authorized votes for all units, the Association may make an improvement to the common elements. The costs of such improvements shall be borne by all of the owners on a pro-rata basis.
- B. If approved by a vote of fifty percent (50%) or more 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 not less than fifty percent (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, 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 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 of 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 of Units. 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.

XIX.

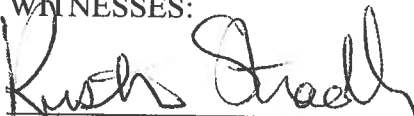
Amendment of Declaration. This Declaration may be amended only by a vote of at least fifty-one percent (51%) of the total authorized votes for all units at a meeting of the unit owners duly held for such purpose. The notice of such a special meeting must be mailed to all unit owners at least ten (10) 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.

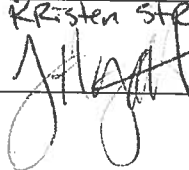
XX.

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 written above, in the presence of the undersigned Notary Public and competent witnesses in the City of Baton Rouge, State of Louisiana.

WITNESSES:



Kristen Stredley


J. H. H.

**RIVER HIGHLANDS ESTATES
CONDOMINIUMS ASSOCIATION, INC.**

BY: _____
Jerome Lohmann, President



NOTARY PUBLIC
**MELODY GUILLORY
NOTARY ID #61768**

NE VARIETUR
FOR IDENTIFICATION WITH AN ACT OF
Condemnation Declaration
THIS DAY PASSED BEFORE ME
BATON ROUGE, LA May 4, 2004
W. Aubrey McCleary
NOTARY PUBLIC

200 0 200 400 600
GRAPHIC SCALE - FEET

NORTH

COURSE	BEARING	DISTANCE
1	S 30°35'45"W	36.93'
2	S 39°47'24"E	28.68'
3	S 18°48'53"E	27.19'
4	N 30°56'46"E	81.68'
5	S 30°56'46"W	25.00'
6	S 64°03'14"E	50.00'
7	S 62°32'35"W	110.82'
8	S 39°36'46"W	120.79'

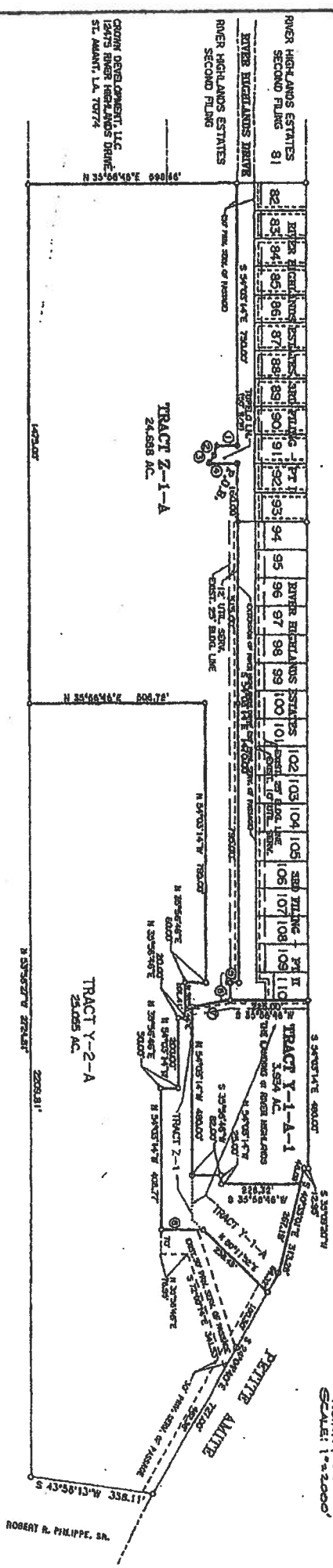
BASE BEARING: S 54°03'14"E (REF. B1)
FLOOD ZONE: A-E BASE FLOOD ELEVATION: 2.5
F.E.M.A. FLOOD COMMUNITY PANEL NO. 22013-0173-C DATE 9-30-99
BY G.L. LESSARD, SR., P.L.S. DATED 11-29-2003

GENERAL NOTES:
TOTAL AREA: 26,602 AC.
A WETLANDS INVESTIGATION WAS NOT REQUESTED AND IS NOT A PART OF THIS SURVEY.
ZONING DISTRICT: C

REFERENCE(S):

1. MAP SHOWING RESUBDIVISION OF TRACTS Y-1, Y-2 & Z-1 of the ASCENSION PARISH PLANNING COMMISSION, INC. PROPERTY OF G.L. LESSARD, SR., P.L.S. DATED 11-29-2003

AMITE RIVER DIVERSION CANAL



NOTE:
REPRESENTING AN INTEREST IN PROPERTY BETWEEN ADJACENT PROPERTY OWNERS AND NO NEW BUILDING SITES ARE BEING CREATED BY THIS RESUBDIVISION.
APPROVED: W. Aubrey McCleary
FILE NUMBER: 311
DATE: 4-7-04
CHAIRMAN
ASCENSION PARISH PLANNING COMMISSION

ROBERT R. PHILIPPE, SR.
40120 COON TRAP RD.
GONZALES, LA 70737

NOTE:
ANY NEW DRAINAGE DITCH REQUIRED BY THE SUBDIVISION OF THIS PROPERTY FOR THE PURPOSE OF TRANSPORTING RAIN-WATER OR OTHER WATERS SHALL BE CONSTRUCTED BY THE PROPERTY OWNER(S).
MAINTAINED DITCH SHALL BE CONSTRUCTED BY THE PROPERTY OWNER(S).

PRIVATE DEDICATION:

THE PRIVATE SERVITUDE OF ACCESS SHOWN HEREON IS HEREBY DEDICATED AS A PRIVATE SERVITUDE OF ACCESS TO THE TRACTS Y-1, Y-2 & Z-1 OF THE ASCENSION PARISH PLANNING COMMISSION, INC. PROPERTY OF G.L. LESSARD, SR., P.L.S. DATED 11-29-2003. THIS PRIVATE SERVITUDE SHALL BE CONSTRUCTED OR INSTALLED WITHIN OR OVER THIS PRIVATE SERVITUDE SO AS TO PREVENT OR UNREASONABLY INTERFERE WITH THE PRIVATE SERVITUDE FOR THE MAINTENANCE OF THIS PRIVATE DRAINAGE SERVITUDE.

SEWAGE DISPOSAL:

NO PERSON SHALL PROVIDE A METHOD OF SEWAGE DISPOSAL, EXCEPT CONNECTION TO AN APPROVED SANITARY SEWER SYSTEM, UNTIL THE METHOD OF SEWAGE TREATMENT AND DISPOSAL HAS BEEN APPROVED BY THE STATE BOARD OF HEALTH.

DEDICATION:

THE STREETS AND RIGHTS OF WAY SHOWN HEREON, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES. ALL AREAS SHOWN AS SERVITUDES ARE GRANTED TO THE PUBLIC FOR USE OF UTILITIES, DRAINAGE, SEWAGE REMOVAL OR OTHER PROPER PURPOSE FOR THE GENERAL USE OF THE PUBLIC. NO TREES, SHRUBS OR OTHER PLANTS MAY BE PLANTED, NOR SHALL ANY BUILDING, FENCE, STRUCTURE OR IMPROVEMENTS BE CONSTRUCTED OR INSTALLED WITHIN OR OVER ANY SERVITUDE OR RIGHT OF WAY SO AS TO PREVENT OR UNREASONABLY INTERFERE WITH ANY PURPOSE FOR WHICH THE SERVITUDE OR RIGHT OF WAY IS GRANTED.

CERTIFICATION:
THIS IS TO CERTIFY THAT THIS MAP IS MADE IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 33:5051 AND CONFORMS TO ALL PARISH ORDINANCES GOVERNING THE SUBDIVISION OF LAND. THIS MAP IS MADE IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR BOUNDARY SURVEYS FOR CLASS "C" SURVEYS AND IT WAS THE INTENT TO SUBDIVIDE THE TRACT INTO THE PLATTED SUBDIVISION. THIS CERTIFICATION IS SPECIFICALLY RESTRICTED TO THE CLIENT FOR THE REQUIRED SUBDIVISION OF PROPERTY ONLY, AND DOES NOT EXTEND TO THIRD PARTIES UNLESS THE PLAT IS PROPERLY REVISED BY THE CERTIFIER TO REFLECT SAME.
G.L. LESSARD, SR., P.L.S.
DATE: 4-7-2004
PROFESSIONAL LAND SURVEYOR
MELIN & ASSOCIATES, INC.
0 RD. 1/2 1.5.
0 SET 1/2 1.5.

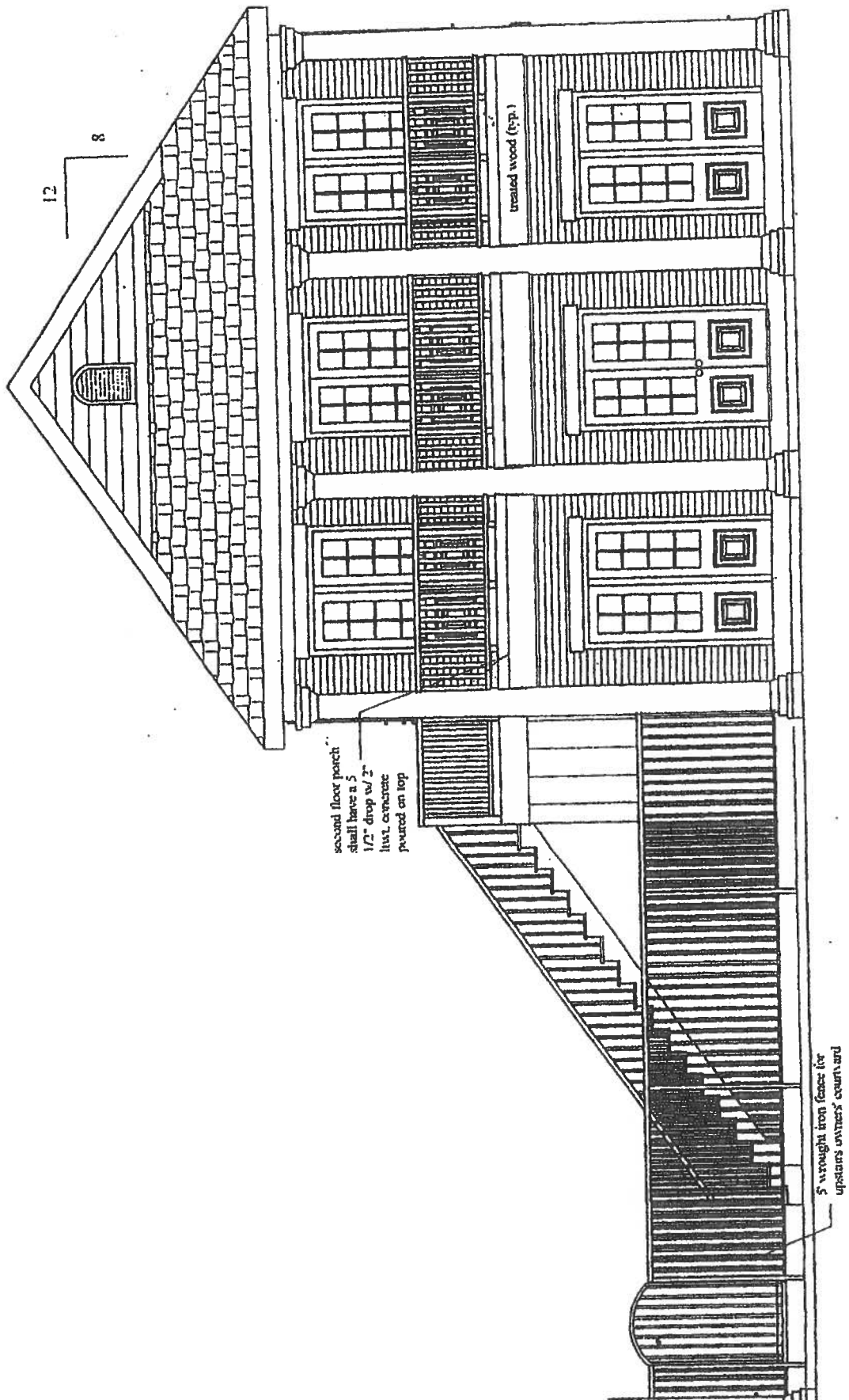
ASCENSION PROPERTIES, INC.
DATE: 4/7/04

Melin & Associates, Inc.
Engineering and Land Surveying
1724 N. BUREAU ST. S. GONZALES, LA 70737 (225) 644-7776
2040325-1 (LAYER 3)

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, T8S-R5E
ASCENSION PARISH, LOUISIANA
FOR
ASCENSION PROPERTIES, INC.

EXHIBIT "A"

EXHIBIT "B"



[illegible]

EXHIBIT "C"
AMENDED BYLAWS
OF
RIVER HIGHLANDS ESTATES CONDOMINIUMS ASSOCIATION, INC.

ARTICLE I
Adoption of Bylaws

Section 1. Condominium Regime. RIVER HIGHLANDS ESTATES CONDOMINIUMS (hereinafter referred to as the "Condominium") was created and submitted to a condominium regime by the Condominium Declaration of River Highlands Estates Condominiums, filed of record with the Ascension Parish Clerk of Court as Instrument No. 00575357 (hereinafter referred to as the "Declaration"), and any subsequently amended and supplemented declaration duly adopted, in accordance with provisions of the Louisiana Condominium Act (LSA-R.S. 9:1121.101 et seq.) RIVER HIGHLANDS ESTATES CONDOMINIUMS ASSOCIATION, INC. submits these amended bylaws in compliance with the Louisiana Condominium Act and the Declaration of Condominium.

Section 2. Bylaw Applicability. The provisions of these bylaws are applicable to the entirety of the Condominium property.

Section 3. Personal Application. If present or future owners, tenants or their employees, or any other person that might use the facilities of the Condominium in any manner, are subject to the regulations set forth in these bylaws and to the rules and regulations established and promulgated by the Association of Unit Owners pursuant to these bylaws and the Declaration.

The mere acquisition or rental of any of the units of the Condominium or the mere act of occupancy of any of said units will signify that the Bylaws and the provisions of the Regulatory Agreements are accepted, ratified and will be compiled with.

ARTICLE II
RIVER HIGHLANDS ESTATES CONDOMINIUMS ASSOCIATION, INC.

Section 1. Association of Unit Owners. This Association shall be composed exclusively of record Unit Owners, with each Unit Owner entitled to one vote. In the event that unit has more than one owner, each co-owner shall be entitled to vote that fractional portion of said vote which corresponds to his interest in the ownership of such unit.

Section 2. Purpose and Powers of the Association. The Association shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not by law or these bylaws prohibited. The Association, without limiting its rights to perform any lawful activities, may:

- (a) Exercise all of the powers and privileges and perform all of the duties and obligations of The Association as set forth in the Declaration;
- (b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration and the Bylaws; pay all expenses in connection therewith and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied against the property of the Association;
- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use or otherwise dispose of immovable or movable property in connection with the affairs of the Association;
- (d) Borrow in money, and with the consent of at least 50% of the voting power of all its Members, mortgage, pledge, or assign any or all of its immovable or movable property as security for money borrowed or debts incurred.

In compliance with the obligations imposed upon the Association by the Louisiana Condominium Act, the Condominium Declaration and these Bylaws, the said Association shall be responsible for the following:

- (a) Care, upkeep and surveillance of the Condominium Property and the common elements and facilities and the limited common elements and facilities.
- (b) Collection or monthly assessments from the owners. Designation and dismissal of the personnel necessary for the maintenance of and operation of the Condominium Property, the common elements and facilities and the property, the limited common elements and facilities.
- (c) Bookkeeping with a detailed account, in chronological order, of the receipts and expenditures affecting the Condominium and its administration and specifying the maintenance and repair expenses of the common elements and any other vouchers accrediting the entries made thereupon, which book shall be available for examination by all the unit owners at convenient hours on working days that shall be set and announced for general knowledge.
- (d) Establishment of reserves to provide for maintenance, improvements, replacements, working capital, bad debts, obsolescence and other appropriate purposes.
- (e) Enforcement of the privilege on a condominium unit for unpaid sum for its share of common expenses and limited common expenses, together with legal interest thereon and reasonable attorney fees incurred incidental to collecting said sums. It shall be the policy of the Association to make demand upon the Unit Owner for any unpaid portion of the said assessed common expenses and limited common expenses and thereafter proceed by privilege and litigation if said amounts are not promptly paid. Pending collection of common expenses, the Association shall have the right to terminate supplying water, utilities or other services paid for by the Association Dues or assessments therefore.

- (f) Preparing and submitting at its regular annual meeting a budget for its consideration and approval, which must be furnished to each Unit Owner thirty (30) days prior to said meeting.
- (g) Maintaining fire and extended coverage and other peril insurance upon the Condominium Property in an amount not less than eight percent (80%) of the maximum insurable replacement value of the Condominium Property.
- (h) Maintaining comprehensive general liability insurance coverage, including medical payments insurance, as provided in the Declaration.

Section 3. Office. The office of the Association shall be located at the address of the registered agent of the Association.

ARTICLE III

Board of Directors

Section 1. Number and Qualification. The affairs of the Association shall be governed by the Board of Directors (Board) consisting of five (5) persons all of whom shall be unit owners. The owner of each unit (or owners collectively) shall be entitled to vote and elect the members of said Board, at the annual meeting of the Association.

Section 2. Power and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the condominium, which shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Condominium and Condominium property;
- (b) Determination of the amounts required for operation, maintenance and other affairs of the Condominium;
- (c) Collection of the common assessments from the unit owners;
- (d) Employment and dismissal of the personnel, as necessary for the efficient maintenance and operation of the condominium.
- (e) Adoption and amendment of rules and regulations covering the details of the operation of the condominium,
- (f) Opening of bank accounts on behalf of the Association and designating the signatories required thereof;
- (g) Obtaining insurance for the Condominium Property pursuant to the provisions of the Declaration and these Bylaws;
- (h) Making Repairs additions and Improvements to, or alterations to the Condominium Property, in accordance with the provisions of the Declaration, after damage or destruction by fire, or other casualty, or as result of condemnation or eminent domain proceedings.

- (i) Adopting and amending budgets for revenues, expenditures and reserves and make assessments for common expenses from unit Owners;
- (j) Acquiring, holding, encumbering and conveying in its own name any right, title or interest to movable property;
- (k) Granting servitudes, leases, licenses and concessions, through or over the Common Elements;
- (l) Imposing charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, bylaws and rules and regulations of the Association;
- (m) Imposing reasonable charges for the preparation and recordation of amendments to the declaration, resale certificates, or statements of unpaid assessments.
- (n) Providing for the Indemnification of its officers and executive board and maintain directors' and officers' liability insurance; and
- (o) Exercising any other power conferred by the Declaration or Bylaws.

Section 3. Election and Term of Office. The term of office of the members of the Board shall be fixed at two (2) years and are on a two year rotation. Successors for open board positions shall be elected at the annual meeting.

Section 4. Removal of Members of the Board. At any meeting of the Members of the Association, any one or more of the members of the Board may be removed with or without cause by a vote of the majority of Unit Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

Section 5. Vacancies. Vacancies in the Board caused by any reason other than the removal by a vote of the Members, shall be filled by vote of a majority of the remaining members of the Board at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy and each person so elected shall be a member of the Board for the remainder of the term of the director so removed and until a successor shall be elected.

Section 6. Organization Meeting. The first meeting of the members of the Board following the annual meeting of the membership of the Association shall be held within ten (10) days thereafter, at such time and place shall be necessary for the new members of the Board and shall be fixed by the members at the meeting and no notice or order legally to constitute such meeting, if a majority of the whole Board shall be present.

Section 7. Regular Meeting. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Board but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each member of the Board, by mail or telephone, at least three (3) business days prior to the day named for such meeting.

Section 8. Special Meetings. Special meetings of the Board may be called by the President on three (3) business days notice to each member of the Board, given by mail or telephone, which notice shall state the time, place, and purpose of the meeting.

Section 9. Quorum of Board. At all meetings of the Board a majority of the members thereof shall constitute a quorum for the transaction of business and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting to a specific time. At any such adjourned meeting at which a quorum is present, any business, which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 10. Fidelity Bond. The Board may obtain adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premiums on such bonds shall constitute a common expense.

Section 11. Liability of the Board. The members of the Board shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct of bad faith. The Unit Owners shall indemnify and hold harmless each member of the Board against all contractual liability to others arising out of the contract made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board or out of the indemnity in favor of the members of the Board shall be in proportion of his undivided share in the Common Expenses. Every agreement made by the Board on behalf of the Condominium shall provide that the members of the Board are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be in proportion of his undivided share in the Common Expenses.

ARTICLE IV

Membership Meetings

Section 1. Annual Meetings. The Developer may call the first annual membership meeting prior to the sale of all the units. At such meeting all the Unit Owners shall elect a board. Thereafter, the annual Membership Meetings shall be held on the 1st day of February of each succeeding year, unless such date shall occur on a Saturday or Sunday, in which event the meeting shall be held on the succeeding Monday. At such meetings the Board of Directors shall be designated by the Association Members.

Section 2. Place of Meetings. Membership meetings shall be held at a place convenient to the owners as may be designated by the Board of Directors.

Section 3. Special Meetings. It shall be in duty for the President to call a special Membership Meeting if so directed by a resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Unit Owners owning a total of at least 50% in percentage of ownership. The notice of any special Meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. The Secretary shall mail or deliver to each Member a notice of each annual or special meeting of the Association or Unit Owners, at least ten (10) but no more than thirty (30) days prior to such meeting, stating the purpose thereof as well as time and place where it is to be held. The mailing of a notice of a meeting in the manner provided in this Section shall be considered service of notice.

Section 5. Adjournment of Meetings. If any Membership Meeting cannot be held because a quorum consisting of a majority of the Association members has not attended, a majority in percentage of ownership of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 6. Order of Business. The order of business at all membership meetings shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of Officers;
- (e) Reports of Board of Directors;
- (f) Reports of Committees;
- (g) Election of members of the Board of Directors (when so required);
- (h) Unfinished business; and
- (i) New Business

Section 7. Voting. The owner or owners of each Unit, or some person designated by such owners or owners to act as proxy on his or her behalf and who need not be an owner, shall be entitled to cast the votes appertaining to such unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary of the Association, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. Each Unit owner s(including the Developer and the Association, if the Developer or

the Association or its designee shall then hold title to one or more units) shall be entitled to cast one vote for each unit owned by him at all meetings of the Unit Owners.

Section 8. Majority of Co-Owners. As used in these Bylaws, the term "Majority of Members" shall mean these Members having 50% or more of the total authorized votes of the Association Members.

Section 9. Quorum. Except as otherwise provided in these Bylaws, the Quorum shall consist of a majority of Association Members.

Section 10. Majority Vote. The vote of a majority of Members at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes.

ARTICLE V

Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Vice-President and the Secretary-Treasurer, all of whom shall be appointed by the Board of Directors. The Board may appoint such other officers as in its judgment may be necessary. The President must be a member of the Board.

Section 2. Election of Officers. Officers shall be appointed annually by the Board at the organization meeting of each new Board and shall hold office, at the pleasure of the Board.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor may be appointed at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Unit Owners and or the Board. He shall have all of the general powers and duties which are incident to his office and shall perform all of the duties assigned by the Board.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be assigned to him by the Board or by the President.

Section 6. Secretary-Treasurer. The Secretary shall keep the minutes of all meetings of the Association of Unit Owners and of the Board. He shall be in charge of such books and papers as the Board may direct, shall give notice, in conformity with the Bylaws, of any and all meetings and shall also perform all other duties assigned to him by the Board. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for maintaining full and accurate financial records and books of accounts showing all receipts and disbursements, and for preparation of all required financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board in such depositories as may from time to time be designated by the Board, and he shall in general, perform all other duties assigned to him by the Board.

Section 7. Agreements, Contracts, Deed, Checks etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Condominium shall be executed by any two officers, the President, the Vice-President, or the Secretary-Treasurer of the Condominium, or by such other person or persons as may be designated by the Board.

Section 8. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE VI

Operation of the Property

Section 1. Determination of Common Expenses. The Association, through its Board of Directors, shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount to meet the Common Expenses of the Association, and allocate and assess such Common Expenses against the Unit Owners according to each owner's fraction of ownership. Common Expenses shall include, but shall not be limited to, all charges for taxes (except real property taxes and other such taxes which are or may hereafter be assessed separately on Unit and the personal property or any other interest of the owner), assessments, insurance, including fire and other casualty and liability insurance, cost of repair, reinstatements, rebuilding and replacement of the Condominium Buildings; yard janitorial, and other similar services; wages: accounting and legal fees; upkeep of the exterior sidewalls of the Condominium Buildings; upkeep of all sidewalks, other passageways, and all other Common Elements of the Condominium Property appurtenant thereto or contained therein; and other necessary expenses of upkeep, maintenance, management and operation actually incurred on or for the Common Elements; and the reserve established to provide for maintenance, repair, reinstatement, rebuilding and replacement, working capital, obsolescence, and other appropriate purposes. Payments of Common Expenses shall be made to the Association and the Association shall transmit said payments to the third person entitled to said payments. The Association shall advise each Unit Owner in writing of the amount of Common Expenses payable by him and shall furnish copies of each budget on which such Common Expenses are based to all Unit Owners.

Section 2. Water Charges and Sewer Rents. Any water, together with all related sewer rents arising therefrom that shall be supplied to the common elements through the meter in the Association's name, shall be paid as a common expense. Each Unit Owner shall be responsible for his proportionate share of charges of water consumed and consumer rents arising therefrom. Each Unit Owner is responsible for water service and sewer rents arising therefrom for their individual unit.

Section 3. Gas and Electric. The bills for gas and electricity serving the Common Elements shall be paid by the Board of Directors as a common expense.

Section 4. Taxes and Assessments. Each Unit Owner shall be obligated to have the real property taxes for his condominium parcel assessed separately by the proper governmental authority and to pay all such real property taxes so determined directly to the proper governmental authority. The foregoing sentence shall apply to all types of taxes which now are or may hereafter be assessed separately by law on each Condominium Unit or the personal property or any other interest of the owner. Each owner shall be responsible of all taxes and assessments on his unit. Each owner shall be obligated to p[ay his proportionate share of any assessment by the Board for any portion of taxes or assessments, if any assessed against the entire Condominium Property or any part of the Common Elements as a whole and not separately, such payment to be made as directed by the Board. If, in the opinion of the Board, any taxes or assessments may be a lien on the entire Condominium Property or any part of the Common Elements, the Board may pay such taxes or assessments and shall assess the same to the owners in their proportionate share. Such assessments by the Board shall be secured by a privilege on the Condominium Units.

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.

Section 6. Collection of Assessments. The Association shall assess Common Expense against the owners from time to time and at least monthly shall take prompt action to collect from an owner any Common Expenses which remain unpaid by him.

Section 7. 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.

- (b) Where the mortgagee of the mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the mortgage or by acceptance of a deed in lieu of a foreclosure, such acquirer of title, his successor and assigns, shall not be liable for the share of the Common Expenses chargeable to each Unit which became due prior to the acquisition of title to such Unit by such acquirer, but such unpaid share of common Expenses shall be deemed to be Common Expenses collectable from all of the Unit Owners, including such acquirer, his successors and assigns.

Section 8. Statement of Common Expenses. The Board of Directors shall promptly provide any Unit Owner who makes a request in writing with a written statement of his unpaid Common Expenses.

Section 9. Abatement and Enjoining of Violation. The violation of any rule or regulation adopted by the Board, or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other right, set forth in these Bylaws: (a) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof and the Board shall not thereby be deemed guilty in any manner of trespass, or (b) to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

Section 10. New Construction, Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any structural addition in or to his Unit, without the prior written consent thereto of the Architectural Review Committee. The Committee shall have the obligation to answer any written request by a Unit Owner for approval or a proposed structural addition within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Committee to the proposed addition. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any unit shall be executed by the Committee. Neither the Committee, the Board nor the Association shall be liable to any contractor, subcontractor or material men or to any person sustaining personal injury or property damage, for any claim arising in connection with such addition, alternation, or improvement.

No Unit Owner shall make any alteration, decoration, repair, replacement, change of paint, nor place any screen enclosures, jalousies or other enclosures on his Unit, the common elements, limited common elements, or condominium buildings without prior written approval of the Board. However, nothing herein shall prohibit a Unit Owner from making any improvements or alterations to his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium, but no two or more units shall be combined without prior written consent of the Board.

Section 11. Right of Access. A Unit Owner shall grant a right of access to his unit to any person authorized by the Board to make inspections; to correct any condition originating in his unit and threatening another unit or a common element, and to install, alter, or repair mechanical or electrical services in his unit or elsewhere in the buildings, and to correct any condition which violates the provisions of any mortgage covering another unit. Requests for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the Unit Owner. However, in case of emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Section 12. Rules of Conduct. Rules and regulations concerning the use of the units and the Common Elements may be promulgated and amended by the Board. Copies of such rules and regulations shall be furnished by the Board to each Unit Owner prior to their effective date.

ARTICLE VII

Arbitration

In case any disagreement shall arise between the Unit Owners, in relation to the Declaration, these Bylaws and/or the Condominium Act, whether as to the operation thereof or the respective rights and liabilities thereunder, such disagreement shall be referred to three arbitrators, one who shall be a member of the Board of Directors, and one to be appointed by each party. The award in writing signed by any two of them shall be final, provided that such award shall be made within thirty (30) days after the reference to the said arbitrators. If either party shall refuse or neglect to appoint an arbitrator within fifteen (15) days after the other, shall have been appointed an arbitrator, served written notice thereof upon the other requiring him to appoint an arbitrator, then the arbitrator so appointed by both parties for that purpose, and his award in writing signed by him shall be final provided that such award shall be made within thirty (30) days after such refusal or neglect of the other party to appoint an arbitrator. The parties to the arbitration shall share the expense thereof.

ARTICLE VIII

Records

The Board of Directors shall keep detailed records of the actions of the Board, minutes of the meetings of the Board, minutes of the meetings of the Unit Owners, and financial records and book of account of the Condominium, including chronological listing of receipts and expenditures as well as a separate account for each Unit which shall indicate the name and address of the Unit Owner, the amount of each assessment of Common Expenses against such Unit, the date when due, the amounts paid thereof, and the balance remaining unpaid; additionally an annual report of the receipts and expenditures of the Condominium shall be rendered by the Board to all Unit Owners, and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year.

ARTICLE IX

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.

Section 2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or affect the balance of these Bylaws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the Intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE X

Amendments to Bylaws

Except as hereinafter otherwise provided, the Bylaws may be modified or amended by the vote of the Unit Owners representing 50% in interest of the total voting power of Unit Owners present at the annual meeting or a special meeting called for that purpose.

ARTICLE XI

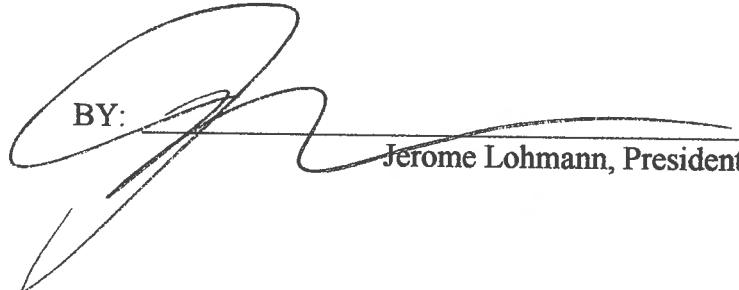
Compliance

These Bylaws are set forth to comply with the requirements of the Louisiana Condominium Act (R.S. 9:112.101, et seq.) and shall be considered as appendage to the Condominiums Declaration filed prior hereto in the conveyance records of East Baton Rouge Parish, Louisiana, in accordance with said Act. In the case that any of these Bylaws conflict with

the provisions of said Act, it is hereby agreed and accepted that the provisions of the Act shall apply.

Amended and Promulgated on this 6 day of May, 2014.

RIVER HIGHLANDS ESTATES CONDOMINIUMS
ASSOCIATION, INC.

BY:  _____
Jerome Lohmann, President