

State of Louisiana  
Parish of Ascension

AMENDMENT TO DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR DUTCHTOWN VILLAS SUBDIVISION

INSTRUMENT # 00972186  
FILED AND RECORDED  
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COB. ☒ MOB. ☐ OTHER ☐

At a duly called meeting of the homeowners of the Dutchtown Villas Homeowner's Association, Inc., held on February 28, 2019 at Dutchtown Library, 13278 Highway 73, Geismar, LA 70734, a majority of the homeowners voted to amend the Covenants and Restrictions of Dutchtown Villas Homeowners Association, Inc. to read as follows:

DEPUTY CLERK & RECORDER  
SERIAL 70734

DEPUTY CLERK  
SLIPRT902

**3.1 D. 4 ENFORCEMENT**

The committee (or its successor) shall give written notice to each lot owner at his last address registered with the Homeowners Association of any violation of these Restrictions, and such Lot Owner shall have ten (10) days from the receipt of such notice to correct such violations. In the event a Lot Owner does not cure such violation within the ten (10) day period, the Committee may:

- (a) File suit to enjoin or restrain continued violations of these Restrictions;
- (b) File suit to require specific performance to enforce compliance with these Restrictions;
- (c) File suit to recover damages for violations of these Restrictions;
- (d) Record a privilege against any Lot owned by a defaulting Lot Owner then file suite to collect all amounts owed it and to enforce and privilege filed by the Committee; and/or
- (e) **Impose a fine for each violation of the same offense (1<sup>st</sup> offense – warning, each additional offense after the first offense will result in a fine of \$50.00). Actual fine for each violation to not exceed \$100.**

In the event a Lot Owner does not properly maintain his Lot in accordance herewith, including but not limited to provisions of paragraph 5.16 of these Restrictions, the Committee or its employees, contractors or agents shall have the right to go upon such Lot, whether or not the Improvements have been constructed, to eliminate nuisance conditions, to cause the Lot to be cleaned and mowed and to have the grass, weeds, vegetation and shrubbery cut, or to do anything necessary to maintain the aesthetic standards of such Lot when and as often as may be necessary in its judgement to maintain the Lot in the condition required by these Restrictions without the necessity of giving notice to such Lot Owner and at the sole cost, risk, and expense of the Lot Owner violating these Restrictions. Each defaulting Lot Owner shall be personally liable and responsible for all costs and expenses, including but not limited to attorney's fees, incurred by the Architectural Control Committee in maintaining such Lot and collecting the amounts owed by such defaulting Lot Owner. Each defaulting Lot Owner agrees that the Committee shall be reimbursed for one hundred and fifty (150%) percent of its out of pocket cost in maintaining a Lot resulting from a violation of these Restrictions.

The failure of the Committee to enforce any restriction, covenants, and conditions herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other

restriction, covenant, or condition. Additionally, the Committee shall not have any personal liability or responsibility for enforcing or failing to enforce any restrictions, covenants or conditions herein contained.

#### **4.0 PRIVILEGE AND LIEN RIGHTS**

**Any assessment of an owner, or any portion thereof, which is not paid when due shall be considered delinquent. Any assessment for a period of more than thirty (30) days after the date when due shall incur a late charge in the amount of \$50.00.** As security for the failure of any lot owner to pay any dues, charges, or expenses imposed by the Committee, and/or the Homeowners Association, including those charges imposed in paragraph 5.16 below for lot maintenance, Appearer or any other person(s) authorized by law, may impose and file in the mortgage records of the Parish where the Lot is located, a privilege upon the Lot as authorized by La. R.S. 9.1145. Said privilege shall include, but not be limited to, the actual charge or fee owed interest upon the charge or fee at the legal rate, and attorney's fees incurred in filing the privilege and filing suite to enforce that privilege if necessary.

#### **5.9 VEHICLES**

No mobile homes, trailers, boats, commercial trucks, school buses, motorcycles, or recreational vehicles may be kept, stored, parked, repaired, or maintained, if visible from the street, from any lot or common area of the subdivision. All automobiles owned or used by owners or occupants of any residence shall, as far as possible, be parked in garages or carports. **No vehicle shall be parked on any street for more than eight (8) hours, so long as said parking is not daily and is in the direction of traffic and off the curb. There shall be no overnight parking of any kind in the streets of Dutchtown Villas. Parking on common areas is not permitted. Any special parking requests must be made in writing to the Board of Directors.**

#### **5.19 NUISANCES**

No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to Dutchtown Villas.

#### **5.20 INVESTMENT/RENTAL PROPERTIES**

The Dutchtown Villas Homeowners Association will allow owners or properties in Dutchtown Villas Subdivision to rent or lease their property, provided each of the following provisions are strictly enforced:

- (a) The owner must not have an outstanding balance with the Homeowners Association
- (b) The home must always be kept in an acceptable condition in accordance with the Covenants and Restrictions.
- (c) The owner is held responsible for all lease holders' activity and condition of home. All rules and regulations must be provided to the lease holder upon lease signing.



(d) A copy of the lease agreement must be kept on file with the Association.

### 5.21 TERM AND AMENDMENT OF RESTRICTIONS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded. After which time said Covenant shall be automatically extended for successive periods of ten years each unless an instrument signed by a majority of the then owners of the lots shall have been recorded agreeing to change said covenants in whole or in part. Notwithstanding the foregoing, these restrictions may be amended in whole or in part at any time by an instrument signed by the owners of fifty percent (50%) of the lots in said subdivision.

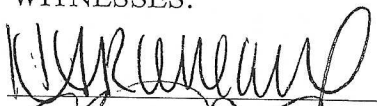
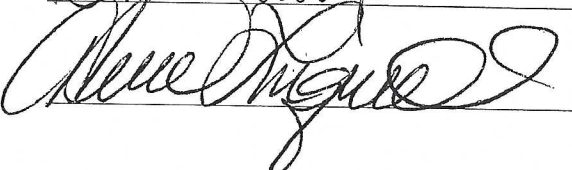
### 5.22 Severability

Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in these Restrictions, or any part hereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force.

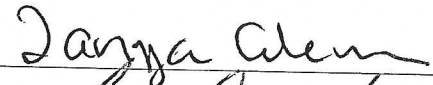

### 5.23 Governing Law

These restrictions are a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the state of Louisiana.

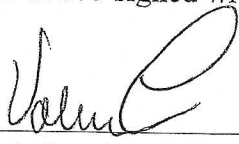
WITNESSES:

BOARD OF DIRECTORS:

This Done and Signed at Baton Rouge, Louisiana, on June 12<sup>th</sup>, 2019 in the presence of the above-signed witnesses and me, Notary, after due reading of the whole.

  
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Valerie Lewis

Notary Public # 011693

My commission expires upon death