



BOOK 711 PAGE 9908

Condominium Book

**AMENDMENT TO DECLARATION CREATING A CONDOMINIUM
PROPERTY REGIME FOR BAYOU ROUGE CONDOMINIUM**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 10TH day of MARCH,
1988, before me, LOUIS RILEY, Notary Public,
duly commissioned and qualified in and for the Parish and State aforesaid, and in the
presence of the undersigned competent witnesses personally came and appeared:

Bayou Rouge Condominium Association, Inc., ("the
Association"), a Louisiana non-profit corporation, represented
herein JUDY WRIGHT, its duly
authorized Secretary,

who declared unto me, Notary, that:

The Association wishes to amend and replace Paragraph XIII of the
"Declaration Creating a Condominium Property Regime for Bayou Rouge Condominium",
recorded in the records of the Parish of East Baton Rouge, State of Louisiana as Original
846, Bundle 9594, to provide as follows:

"XIII Insurance. The Board shall have the authority to and shall obtain
insurance for the Property, against loss or damage by fire, vandalism, malicious mischief
and such other hazards as are covered under standard extended coverage provisions for
the full insurable replacement cost of the Common Elements and the Units, and against
such other hazards and for such amounts as the Board may deem advisable. Insurable
replacement costs shall be deemed the cost of restoring the Common Elements, and
Units or any part thereof to substantially the same condition in which they existed prior
to damage or destruction. Such insurance coverage shall be written in the name of, and
the proceeds thereof shall be payable to, the Board as the trustee for each of the Unit
Owners as set forth in the Declaration, and for the holders of Mortgages on his Unit, if
any. Such policies of insurance should also contain, if possible, a waiver of subrogation
rights by the insurer against individual Unit Owners. The premiums for such insurance
shall be a common expense.

(a) If the Building is damaged by fire or other casualty and said damage is
limited to a single Unit, all insurance proceeds shall be paid to the Unit Owner or one or
more Mortgagees of such Unit, as their respective interest may appear, and such Unit
Owner or Mortgagee shall use the same to rebuild or repair such Unit substantially in
accordance with the original plans and specifications thereof. If such damage extends to
two or more Units, or extends to any part of the Common Elements, such insurance
proceeds shall be paid to the Board, as trustee, or to such bank or trust company as may
be designated by amendment hereof, to be held in trust for the benefit of the Unit

Owners and their Mortgagees as their respective interests may appear. The Board shall thereupon contract to repair or rebuild the damaged portions of all Units, the Buildings, and the Common Elements substantially in accordance with the original plans and specifications therefor and the funds held in the insurance trust fund shall be used for this purpose. If the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, the Board shall levy a special assessment on all Unit Owners, in proportion to the percentage interest of each Unit Owner in the Common Elements, to make up any deficiency. If any Unit Owner shall fail to pay the special assessment within thirty (30) days after the levy thereof, the Board shall make up the deficiency by payment from the common expense fund; provided, however, that such Unit Owner shall remain liable for such special assessment.

(b) Notwithstanding the provisions of subparagraph (a) above, reconstruction shall not be compulsory where the whole is destroyed or there is more than two-thirds (2/3) casualty, as determined by the Board. In such case, and if agreed upon by at least fifty-one (51%) percent of the eligible holders, insurers, or guarantors of first mortgages, the Units and Unit Owners constituting at least fifty-one (51%) percent of the votes of the Association, the insurance proceeds shall be delivered to the Unit Owners or their Mortgagees, as their interests may appear, in the proportion to the percentage interest of each Unit Owner in the Common Elements; and the Board, as soon as reasonably possible and as agent for the Unit Owners, shall sell the Property, in its then condition, free from the effect of this Declaration, which shall terminate upon such sale, and all funds held by said insurance trustee, shall thereupon be distributed to the Unit Owners or their Mortgagees, as their interests may appear, in proportion to the percentage interest of each Unit Owner in the Common Elements.

(c) Within sixty (60) days after any such damage occurs, the Managing Agent, or the Board or if they do not, any Unit Owner, shall notify the insurer that the damage has occurred, describing it, identifying the Building suffering such damage, the name of any insurer against whom claim is made, and the name of any insurance trustee, reciting that the sworn Declaration is recorded pursuant to this paragraph of this Declaration, and that a copy of such sworn Declaration has been served pursuant to the provisions of Paragraph XXIV of this Declaration on the Unit Owners.

(d) If the Unit Owners shall not rebuild pursuant to subparagraph (b) above, and the Board fails to consummate a sale pursuant to said subparagraph (b) within twenty-four (24) months after the destruction or damage occurs, then the Managing Agent, or the Board shall, or if they do not, any Unit Owner or Mortgagee may, record a sworn Declaration setting forth such decision and reciting that under the provisions of

this Declaration the prohibition against judicial partition provided for in this Condominium Declaration has terminated and that judicial partition of the Property may be obtained pursuant to the laws of the State of Louisiana. Upon final judgment of a court of competent jurisdiction decreeing such partition, this Declaration shall terminate.

The Board shall also have the authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable, and workmen's compensation insurance and other liability insurance as it deems desirable, insuring each Unit Owner, Mortgagee of record, if any, the Association, its officers, directors, Board and employees, the Declarant, and the Managing Agent, if any, from liability in connection with the Common Elements. The premiums for such insurance shall be a common expense.

The Board shall also have authority to and may obtain such insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and officer of the Association and member of any committee appointed pursuant to the By-Laws of the Association from liability arising from the fact that such person is or was a director or officer of the Association, or a member of such a committee. The premiums for such insurance shall be a common expense.

Each Unit Owner shall be responsible for obtaining his own insurance to the extent such insurance is not provided by the Association on the contents of his own Unit and the contents of the Limited Common Elements serving his Unit, as well as his decorations, furnishings and personal property therein, and his personal property stored elsewhere on the Property. In addition, in the event a Unit Owner desires to insure above and beyond the extent that his liability, loss or damage by fire and such other hazards obtained by the Board for all of the Unit Owners as part of the common expenses, as above provided, said Unit Owner may, at his option and expense, obtain additional insurance."

The effective date of this Amendment of Declaration shall be the date of recordation of the Amendment of Declaration in the office of Clerk and Recorder for the Parish of East Baton Rouge, Louisiana.

In all other respects, the Declaration Creating and Establishing a Condominium Property Regime for Bayou Rouge Condominium referred to above shall remain in full force and effect.

WITNESSES:

Bayou Rouge Condominium Association, Inc.

NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

Jos. Weiger
who, after being duly sworn, did state:

I am the Secretary of the Bayou Rouge Condominium Association, Inc.

On the 29TH day of AUGUST, 1986, I placed copies of the foregoing Amendment to Declaration Creating a Condominium Property Regime for Bayou Rouge Condominium in envelopes properly addressed to all holders of first mortgages affecting units in the Bayou Rouge Condominium, with sufficient postage attached to each envelope. I deposited the envelopes personally in the U.S. Mail and sent the envelopes certified, return receipt requested.

SWORN AND SUBSCRIBED BEFORE ME, Notary, on this 10th day
of MARCH, 1987.

Bayou Rouge Condominium Association, Inc.

JUDY A. WRIGHT
Secretary

Lois Riley
Notary Public

[illegible]