

SECOND AMENDMENT TO THE
DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
THE VILLAGE AT GUSTE ISLAND ESTATES

* UNITED STATES OF AMERICA
*
* STATE OF LOUISIANA
*
* PARISH OF ST. TAMMANY

BY

THE VILLAGE AT GUSTE ISLAND ESTATES
HOMEOWNERS ASSOCIATION, INC.

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BE IT KNOWN, that on the 5th day of February, 2022,

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish hereinabove set forth, and in the presence of the undersigned competent witnesses, personally came and appeared:

THE VILLAGE AT GUSTE ISLAND ESTATES HOMEOWNERS ASSOCIATION, INC., a Louisiana non-profit corporation, domiciled in the Parish of Orleans, State of Louisiana, organized and established per Articles of Incorporation filed in the office of the Louisiana Secretary of State on September 15, 2006; represented herein by its duly authorized President, Delcina Betts, pursuant to corporate resolutions, an original of which is annexed hereto as Exhibit "A" and made a part hereof;

Mailing Address: c/o GNO Property Management, LLC
826 Union Street, Suite 200
New Orleans, LA 70112

Taxpayer ID No.: XX-XXX2114

(hereinafter, the "Association")

who declared unto me, Notary, that:

WHEREAS, the Association was established by a Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Village at Guste Island Estates dated January 6, 2007, and registered on January 19, 2007 as Instrument No. 1600915 of the records of the Clerk of Court for St. Tammany Parish, Louisiana ("the Declaration"); and

WHEREAS, at least two-thirds of the Owners, upon affirmative vote or written consent or any combination thereof, have approved amendments to the Declaration as set forth below (see Affidavit of Secretary of The Village at Guste Island Estates Homeowners Association, Inc., an original of which is annexed hereto as Exhibit "B" and made a part hereof).

NOW THEREFORE, pursuant to the provisions of the Declaration and the Bylaws of The Village at Guste Island Estates Homeowners Association, Inc. (attached as Exhibit B to the Declaration, registered on January 19, 2007 as Instrument No. 1600915 of the records of the Clerk of Court for St. Tammany Parish, Louisiana), the Association and the Owners hereby amend the Declaration as set forth below.

Notary Public for the State of Louisiana
My Commission Expires: 02/28/2023
I, _____, Notary Public for the State of Louisiana, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by _____, President of the Village at Guste Island Estates Homeowners Association, Inc., on this 5th day of February, 2022, at New Orleans, Louisiana.
Notary Public

St. Tammany Parish 2437
Instrument #: 2313767
Registry #: 2823398 JLR
2/7/2022 1:02:00 PM
MB CB X MI UCC

1. Article 8 Insurance and Casualty Losses is amended to read as follows:

8.1 Insurance on Common Property and on Units. Each Owner is solely responsible for and shall obtain and maintain casualty insurance coverage for the Owner's Unit, which said coverage shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard to the Owner's Unit and any insurable improvements thereon, including, but not limited to, any dwelling, fences and other structures. Each Owner is also solely responsible for and shall also obtain and maintain liability insurance coverage of at least \$300,000.00 Dollars on the Owner's Unit. Each owner, within thirty (30) days of obtaining casualty insurance coverage, liability insurance coverage, or any renewals thereof, shall provide the Association with sufficient proof of such insurance coverages. Each Owner is solely responsible for obtaining and maintaining insurance coverage on the Owner's personal property located in or on the Unit. The Association, through its Board of Directors, shall obtain and maintain liability insurance coverage applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The liability insurance coverage obtained and maintained by the Association shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars. Policies of insurance coverage obtained by the Association may contain reasonable deductibles as determined by the Board of Directors. In addition to the other insurance required by this section to be obtained and maintained by the Association, the Association, through its Board of Directors, shall obtain worker's compensation insurance if and to the extent necessary to satisfy the requirements of applicable laws, as well as a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall cover the maximum funds that will be in custody of the Association or its management agent at any time while the policy is in force, or any lesser amount of fidelity coverage allowable under the applicable Fannie Mae guidelines. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association.

8.2 Damage and Destruction

(a) In General. Immediately after the damage or destruction by fire or other casualty to all or any portion of any Unit or any insurable improvements thereon covered by insurance written in the name of a Unit Owner, the Unit Owner shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Repair and Construction. The Unit Owner is solely responsible to repair and/or reconstruct any damage or destruction to the Owner's Unit and/or any improvements thereon. To the extent that any damage or destruction to the Owner's Unit and/or any improvements thereon and/or any personal property therein are covered by insurance procured by the Owner and/or the Owner's lessee, the Owner and/or the Owner's lessee shall have no claim or cause of action for such damage or destruction against the Association and/or other Owners. All policies of insurance referred to in this paragraph shall contain appropriate waivers of subrogation. The Association is responsible to repair and/or reconstruct any damage or destruction to the Common Property and/or any improvements thereon. In the event that it should be determined that the damage or destruction to Common Property and/or any improvements thereon shall not be repaired or reconstructed and no alternative improvements are authorized, the Common Property and/or any improvements thereon shall thereafter be maintained by the Association in a neat and attractive condition. Notwithstanding the foregoing, in the event that the Association determines that the need for the repair or reconstruction of Common Property, which is the responsibility of

the Association, is caused through the willful or negligent act of an Owner, or the Occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such repair and/or reconstruction, and all costs thereof shall be assessed against the Owner as a specific assessment.

Section 8.3 Insurance Deductible

Section 8.3 Insurance Deductible is deleted in its entirety.

2. Section 11.11 Notices is amended to read as follows:

11.11 Notices. Notices provided for in this Declaration or in the Articles or Bylaws shall be in writing and may be delivered by mail, hand delivery or electronic mail. If delivered by mail or hand delivery, such Notices shall be addressed to an Owner at the address of the Unit and to the Association at the address of its registered agent in the State of Louisiana. Any Owner may designate a different address for notices to such Owner by giving written notice to the Association. Notices by mail may be sent by USPS First Class Mail, postage prepaid, or by Federal Express or other reputable courier service. Notices sent by electronic mail shall be addressed to the email address provided by the Owner. The time period in which a response to any such Notice must be given or any action taken with respect thereto shall commence to run from the date of personal delivery, the date of the receipt of the mailing, or the date of the electronic transmission. Rejection or other refusal to accept or the inability to deliver because of a changed physical address, mailing address or email address of which no Notice was given shall be deemed to be receipt of the Notice sent.

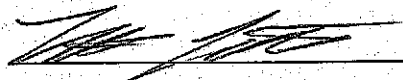
In all other respects, the Declaration, as previously amended, remains unchanged and in full force and effect except as amended herein.

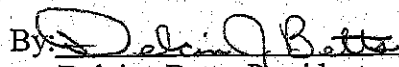
The Association requests the Clerk of Court and Ex-Officio Recorder for the Parish of St. Tammany, State of Louisiana, to make note in her computer and/or in the margin of this Amendment, the Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Village of Guste Island Estates, registered as Instrument No. 1600915 of the records of the Clerk of Court for St. Tammany Parish, Louisiana

THUS DONE AND PASSED in the Parish of St. Tammany, State of Louisiana, on the date hereinabove set forth, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

THE VILLAGE AT GUSTE ISLAND ESTATES
HOMEOWNERS ASSOCIATION, INC.


Print Name: Matt Leverett

By: 
Delcina Betts, President

Print Name:  Rusty S. Arrigo

NOTARY PUBLIC
Print Name: Charles E. Sutton Jr.
Bar Roll/Notary ID No.: 19400
My commission expires: At My Death



- EXHIBITS:
A - Certified Resolutions of the Board of Directors of The Village at Guste Island Estates Homeowners Association, Inc.
B - Affidavit of Secretary of The Village at Guste Island Estates Homeowners Association, Inc.

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS OF
THE VILLAGE AT GUSTE ISLAND ESTATES HOMEOWNERS ASSOCIATION, INC.**

The following resolutions were adopted by the Board of Directors of The Village at Guste Island Estates Homeowners Association, Inc. ("the Association"), a Louisiana non-profit corporation, by unanimous consent, and in accordance with the provisions of the Louisiana Business Corporation Law, they approved the following:

BE IT RESOLVED, that it was unanimously approved to submit proposed amendments for the requisite approval of the Owners of The Village at Guste Island Estates Homeowners Association, Inc. to amend the Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Village at Guste Island Estates ("the Declaration") of the Association in certain respects, specifically to amend Sections 8.1, 8.2, 8.3 and 11.11 thereto.

BE IT FURTHER RESOLVED, that Delcina Betts, the Association's duly authorized President, be and she is hereby authorized, empowered and directed, for and on behalf of the Association, to execute the Second Amendment to the Declaration, which amends Sections 8.1, 8.2, 8.3 and 11.11 thereto, in order to effectuate the amendments as set forth above.

BE IT FURTHER RESOLVED, that Delcina Betts, the Association's duly authorized President, is further authorized and empowered to do such other acts for the Association that she considers appropriate in order to effectuate the matters described herein.

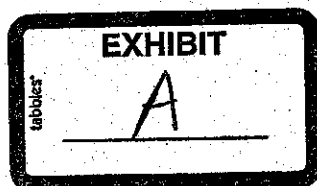
CERTIFICATE

I, Julie Sarah Rosen, do hereby certify that I am the Secretary of the Association and that the above and foregoing is a true, correct and exact copy of the resolutions which were adopted by the Association at a special meeting of the Board of Directors held on December 15, 2021, and that said resolutions have not been modified, amended or rescinded and are now in full force and effect.

Madisonville, Louisiana, this 5th day of February, 2022.

By: _____

Julie Sarah Rosen, Secretary



AFFIDAVIT OF SECRETARY

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

Julie Sarah Rosen

who, after being duly sworn, did depose and state:

I, Julie Sarah Rosen, Secretary of The Village at Guste Island Estates Homeowners Association, Inc. ("the Association"), hereby attest that at least two-thirds of the Owners of the Association, upon affirmative vote or written consent or any combination thereof and pursuant to any notices given to the Owners as required by the Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Village at Guste Island Estates ("the Declaration"), the Bylaws, the Articles of Incorporation, and Louisiana law, all as is required pursuant to Article 11 (General Provisions), Section 11.6 (Amendment) of the Declaration, have approved this Second Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Village at Guste Island Estates.

Julie Sarah Rosen
Julie Sarah Rosen

First Witness' Signature:

[Signature]

First Witness' Printed Name:

Matt Leverett

Second Witness' Signature:

[Signature]

Second Witness' Printed Name:

Raja D'Arroz

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 5TH DAY

OF FEBRUARY, 2022.

NOTARY PUBLIC

Print Name: Charles E. Sutton Jr.

Bar Roll/Notary ID No.: 19409

My commission expires: At My Death

