

**FIRST AMENDMENT  
TO THE AMENDED AND  
COMPLETELY RESTATED  
DECLARATION CREATING  
AND ESTABLISHING THE  
CONDOMINIUM REGIME  
FOR THE**

**FAUBOURG SAINT CHARLES.  
CONDOMINIUMS**

\* \* \* \* \*

**\* UNITED STATES OF AMERICA**

**\* STATE OF LOUISIANA**

**\* PARISH OF ORLEANS**

**\* CITY OF NEW ORLEANS**

**BE IT KNOWN**, that on the 31<sup>st</sup> day of December, 2015,

**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:

**FAUBOURG SAINT CHARLES CONDOMINIUMS  
HOMEOWNERS ASSOCIATION, INC.** (Taxpayer ID No.: XX-  
XXX2512), a Louisiana non-profit corporation, domiciled in the  
Parish of Orleans, organized and established per Articles of  
Incorporation filed in the office of the Secretary of State on January  
21, 2000; represented herein by its President, Douglas Kilton, duly  
authorized by virtue of a corporate resolution, the original of which is  
annexed hereto and made a part hereof;

Mailing Address: 4040 Tulane Avenue  
New Orleans, LA 70119

(hereinafter "Association")

who declared unto me, Notary, that:

**WHEREAS**, an Amended and Completely Restated Declaration Creating and Establishing the Condominium Regime for Faubourg Silirit'Charles Condominiums was filed by Faubourg Saint Charles, LLC on August 11, 2008, at Conveyance Instrument No. 415143 of the conveyance records of Orleans Parish, Louisiana (the "Declaration"); and

**WHEREAS**, by Act of Transfer of Property, Termination of Servitude and Confirmation and Ratification of Storage Lockers and Parking Spaces dated December 29, 2015, recorded on \\JIT\, 2016, registered in the Conveyance Office of Orleans Parish, Louisiana, at

Hon. Dale N. Atkins  
CLERK OF CIVIL DISTRICT COURT  
INST #: 2016-10725 03/17/2016 12:00:55 PM  
TYPE: AMENDT 14 PG(S)  
CIN#: 595247  
**COPY**

CIN\_\_\_\_\_ (hereinafter "Act of Transfer") the Association acquired fee simple title to Lot 2-A and all of the improvements situated thereon, as more fully detailed on the plan of resubdivision by Richard T. Dading, dated December 14, 2011, recorded July 24, 2014 at CIN 558763, and annexed hereto and marked as Exhibit "A"; and

**WHEREAS**, under Article XIV of the Declaration, the Board of Directors of the Association, as well as all of the Unit Owners, unanimously approved the Act of Transfer with Faubourg Saint Charles, LLC, releasing and waiving the Association's and Unit Owners' servitude rights to Lot 3-A in exchange for Faubourg Saint Charles, LLC's transfer of its fee title interest in Lot 2-A to the Association, and further, the Association desires to incorporate Lot 2-A into the Faubourg Saint Charles Condominiums condominium regime as additional Common Elements, all as more fully set forth on the plan of resubdivision annexed hereto as Exhibit "A"; and

**WHEREAS**, under Article XIV of the Declaration, the Association and all of the Unit Owners, including Faubourg Saint Charles, LLC confirmed and ratified the Limited Common Element storage lockers and parking spaces and their allocations to the current Unit Owners in the Faubourg Saint Charles Condominiums or the Association, all as more fully set forth in the Act of Transfer, and further in accordance with the supplemental condominium plan by Louis C. Hartmann, dated August 25, 2015, annexed hereto, made a part hereof and marked as Exhibit "B"; and

**WHEREAS;** under Article XIV of the Declaration, the Association and all of the Unit Owners desire to amend certain provisions of the Declaration and By-Laws by amending and/or restating the definitions of "Limited Common Elements," "Storage Lockers," and "Parking Spaces" by changing the interest rate from eighteen (18%) percent to the judicial rate of interest, and by changing the amount of the late charges from \$100.00 to \$25.00, all as more fully set forth herein; and

**WHEREAS**, a Non-Exclusive Predial Servitude of Use dated August 8, 2008 and recorded on August 11, 2008 at Conveyance Instrument No. 415144 of the conveyance records of Orleans Parish, Louisiana, was created by Faubourg Saint Charles, LLC, a Louisiana limited liability company, (hereinafter "FSC") for the benefit of the Faubourg Saint Charles Condominiums.

**NOW THEREFORE**, pursuant to Article XIV of the Declaration, the Association hereby incorporates the Lot 2-A into the Faubourg Saint Charles Condominiums as Common Elements and Limited Common Elements, as more fully detailed on Exhibit "B", all for the benefit of the Association and the Unit Owners, in proportion to their undivided Common Elements interests, said Common Elements to be managed, controlled and maintained by the Association for the benefit of the Unit Owners.

I.

Pursuant to the unanimous consent of the Unit Owners, the Non-Exclusive Predial Servitude of Use is hereby terminated in its entirety as same affects or may affect Lots 3-A and 2-A, Square 181 of the First Municipal District of the City of New Orleans as more fully set forth in the Act of Transfer recorded at CIN. E:q 62.-11, of the conveyance records of Orleans Parish, Louisiana.

II.

An additional sentence is hereby added to Article I, Definitions, Limited Common Elements, of the Declaration as follows:

"Limited Common Elements shall also include the Storage Lockers and Parking Spaces as more fully described herein and as set forth in Exhibit "B" annexed hereto."

III.

Article I, Definitions, Parking Spaces, of the Declaration is hereby amended and restated in its entirety as follows:

"Parking Spaces. The twenty-nine (29) parking spaces designated as Limited Common Elements in Exhibit "B" annexed hereto and allocated to the Unit Owners and the Association as more fully set forth in the Act of Transfer and as more fully provided for herein."

IV.

Article I, Definitions, of the Declaration is hereby amended by adding a definition for "Storage Lockers" as follows:

"Storage Lockers. Storage lockers are those Limited Common Elements more fully set forth in Exhibit "B" annexed hereto and which Storage Lockers' designations are set forth on the plan and are Limited Common Elements appurtenant to the Units designated thereon and are not transferable nor may they be reallocated by the Unit Owners or the Association."

V.

Article IV, Common Elements, Section 2, Limited Common Elements, of the Declaration is hereby amended by adding a subsection (c) to provide as follows:

"(c) Those Limited Common Elements designated as Parking Spaces and Storage Lockers on Exhibit "B" annexed hereto."

VI.

Article XII, Assessments, Common Expenses and Common Surplus, Section 9, Interest, Penalties, Liens and Late Charges, of the Declaration is hereby amended and restated in its entirety as follows:

**"9. Interest, Penalties, Liens and Late Charges.** Assessments, and installments thereon, paid on or before ten (10) days after the date when due shall not bear interest, but all sums paid after such period shall bear interest at the judicial rate of interest from the date when due until paid. In addition a penalty/late charge of \$25.00 shall be due from any Unit Owner who does not pay such assessment ten (10) days after its due date. All payments upon account shall be first applied to interest and then to the Assessment first due. Failure to pay any monthly installment of any Assessment shall, at the option of the Board, mature the entire annual Assessment for Common Expenses and the same shall be due and payable immediately upon written notice to the Unit Owner. The Unit Owner agrees to pay reasonable attorney's fees, and costs actually incurred by the Association, in connection with the collection of any Assessments. The Board may assert a lien against such Unit Owner's Unit in accordance with the Act. The lien for unpaid Assessments provided by the Act shall also secure court costs and reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien. As provided in the Act, any lien imposed by the Association against a Unit shall be subordinate to the lien of any mortgage against such Unit duly recorded prior to the date of recordation of such lien in favor of the Association. The lien in favor of the Association shall not be affected by a transfer of the Unit, except in connection with foreclosure by a superior lien holder. Notwithstanding the foregoing, all interest and/or late charges shall be in compliance with LSA-R.S. §9:1123.102(11)."

VII.

Article XX, Parking Spaces, of the Declaration is hereby amended and restated to be renamed "Storage Lockers and Parking Spaces, and to provide as follows:

**"ARTICLE XX.  
STORAGE LOCKERS AND PARKING SPACES**

There are thirteen (13) Storage Lockers designated as Limited Common Elements on Exhibit "B" annexed hereto. The Storage Lockers shall remain as Limited Common Elements appurtenant to each Unit having the same Unit number and are not transferable or reallocatable by the Unit Owners or the Association.

There are twenty-nine (29) parking spaces marked as Limited Common Elements and, pursuant to the Act of Transfer, the Limited Common Element Parking Spaces have been designated with letters and assigned to the Unit Owners pursuant to the recorded Act of Transfer. These Limited Common Element Parking Spaces may only be transferred amongst the Unit Owners and/or the Association, provided that such transfer is made in compliance with the provisions of the Louisiana Condominium Act and this Article. The rights and obligations with respect to any of the Parking Spaces shall not be affected, nor shall any transfer thereof be effected until such transfer is made in compliance with this Article. Each such transfer shall be approved by the Association and no such transfer shall be effective as to third parties until such act of transfer is executed by authentic act, in writing and recorded in the conveyance records of Orleans Parish, Louisiana, and a copy of the recorded transfer provided to the Association."

## VIII.

Article V, Assessments, Section 9, Lien, and .section 10, Late Charges, Fines and Penalties, of the By-Laws is hereby amended and restated in their entirety as follows:

"9. **Lien.** If any Owner shall fail or refuse to make a payment of any portion of his Common Charges, late charges, or any special Assessment when due, the amount thereof, together with interest thereon at the judicial rate of interest per annum from and after said Common Charges, late charges or special Assessment become due and payable, shall be secured by a privilege upon the Unit as provided in Section 1123.115 of the Act, provided, however, that such lien shall be subordinate to the encumbrance of any prior recorded mortgage, except for the amount of the proportionate share *bf* Common Charges which become due and payable from and after the date on which such mortgagee either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security), or causes a keeper of the Unit to be appointed. The provisions of this Section 9 shall not be amended, modified or rescinded in any way without the prior written consent of all mortgagees.

The Association or its successors and assigns, or the Board or its agents shall have the right to maintain a personal action to collect unpaid Common Charges due by any Owner and to enforce the privilege against such Owner's Unit as provided for in the Act or the Amended and Completely Restated Declaration; and there shall be added to the amount due the costs of said suit and other fees and expenses, together with interest and reasonable attorneys' fees to be fixed by the court. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Amended and Completely Restated Declaration or these Amended and Completely Restated By-Laws, or as are otherwise available (It law or in equity, for the collection of all unpaid Common Charges. ..

10. **Late Charges, Fines and Penalties.** In the event that an Owner shall fail or refuse to make payment of any portion of his Common Charges or any special Assessment within ten (10) days after the due date thereof, such Owner shall pay a penalty of Twenty-Five and No/100 (\$25.00) Dollars as a late charge; and the Association shall not be obligated to receive such Owner's payment of his Common Charges or any special Assessment without payment of such late charge. The Association may, after notice and a

reasonable opportunity to be heard, levy reasonable fines or take such other action as is permitted under the Act or the Amended and Completely Restated Declaration for violation of the Amended and Completely Restated Declaration, the Amended and Completely Restated By-Laws and the Amended and Completely Restated Rules and Regulations of the Association, which fines or actions shall be secured and enforceable as provided in Section 9."

In all other respects, the Declaration and Exhibits attached thereto remain unchanged and in full force and effect except as amended and modified herein.

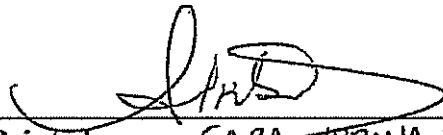
The Association requests the Clerk of Court and Ex-Officio Recorder for the Parish of Orleans, State of Louisiana, to make note in her computer and/or in the margin of her records of this First Amendment to the Amended and Completed Restated Declaration, registered at Conveyance Instrument No. 415143.

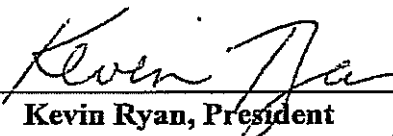
[SIGNATURE PAGE FOLLOWS.]

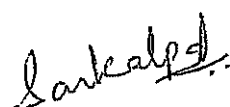
THUS DONE AND PASSED in my office in the City of New Orleans, State of Louisiana, on the date hereinabove set forth, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

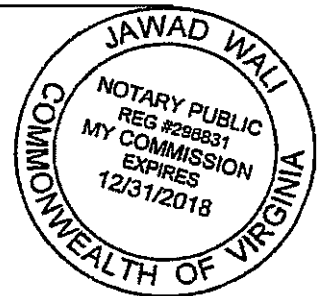
WITNESSES:

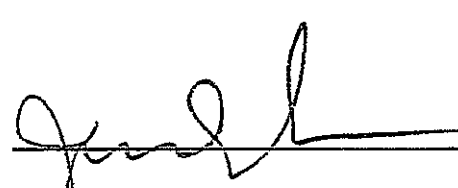
FAUBOURG SAINT CHARLES  
CONDOMINIUM HOMEOWNERS  
ASSOCIATION, INC., a Louisiana  
non-profit corporation

  
Printed name: SARA VIRGINIA-BENAVIDES

By:   
Kevin Ryan, President

  
Printed name: C:A-NILA-L-Pr VYAKARANAM



  
My commission expires with life. Dec 31 2018  
NOTARY PUBLIC

**SECRETARY'S CERTIFICATION OF UNIT OWNER APPROVAL**

I, Deborah Harkins, Secretary of the Faubourg Saint Charles Condominiums Homeowners Association, Inc., hereby certify that the Board of Directors unanimously approved the First Amendment **to** the Amended and Completely Restated Declaration Creating and Establishing a Condominium Regime for the Faubourg Saint Charles Condominiums, and further that the Unit Owners unanimously approved said amendment at a special meeting of the Unit Owners held January 12, 2016 at the Faubourg Saint Charles Condominiums, which notice of said amendment was sent to all Unit Owners ten (10) days prior to the meeting.

New Orleans, Louisiana, this d-O-z-day of January, 2016.

**FAUBOURG SAINT CHARLES  
CONDO:MJNIUMSHOMEOWNERS  
ASSOCIATION, JNC.**

Br- **J!jJL** -  
~~Deborah Harkins, Secretary~~



**CERTIFIED RESOLUTION  
OF THE BOARD OF DIRECTORS  
OF  
FAUBOURG SAINT CHARLES  
CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.**

The following resolution was adopted by the Board of Directors of Faubourg Saint Charles Condominiums Homeowners Association, Inc., a Louisiana non-profit corporation, (the "Corporation") by unanimous consent and in accordance with the provisions of the Louisiana Business Corporation Law they approved the following:

**BE IT RESOLVED**, that the Board of Directors unanimously approved the First Amendment to the Amended and Completely Restated Declaration Creating and Establishing the Condominium Regime for the Faubourg Saint Charles Condominiums, which modifies, amends and/or restates certain Articles, Sections and subsections of the Amended and Completely Restated Condominium Declaration and the Amended and Completely Restated By-Laws, to release any servitude rights the Corporation has over Lot 3-A, to accept the transfer of Lot 2-A and make it part of the condominium property, to approve the amended condominium plan for Lot 2-A reflecting the Common Elements and Limited Common Elements, and to change the interest rate that will be charged on late (after 10 days from date due) payments of any Assessments from eighteen (18%) percent to the judicial rate of interest and to change the amount of late charges on such payments from \$100.00 to \$25.00 and to amend and/or restate the definitions of "Limited Common Elements," "Storage Lockers" and "Parking Spaces".

The foregoing unanimous approval by the Board of Directors is subject to the unanimous approval of the Unit Owners after notice and a special meeting is held for their approval.

**BE IT FURTHER RESOLVED**, that Kevin Ryan (the "President") be and he is hereby authorized, empowered and directed, for and on behalf of the Corporation to enter into and execute the First Amendment to the Amended and Completely Restated Declaration Creating and Establishing the Condominium Regime for the Faubourg Saint Charles Condominiums and to execute any and all other documents that the President may, in his sole discretion, consider appropriate in order to effectuate the matter described herein.

**BE IT FURTHER RESOLVED**, that the President is further authorized and empowered to do such other acts for the Corporation that the President considers appropriate in order to effectuate the matter described herein.

**CERTIFICATE**

I, Deborah Harkins, do hereby certify that I am the Secretary of Faubourg Saint Charles Condominiums Homeowners Association, Inc., and that the above and foregoing is a true, correct and exact copy of the resolution which was adopted by the Corporation at a special meeting of the Board of Directors held 09/11/15, 2015 and that said resolution has not been modified, amended, or rescinded and is now in full force and effect.

New Orleans, Louisiana, this 11/4 day of dkL, 2015.

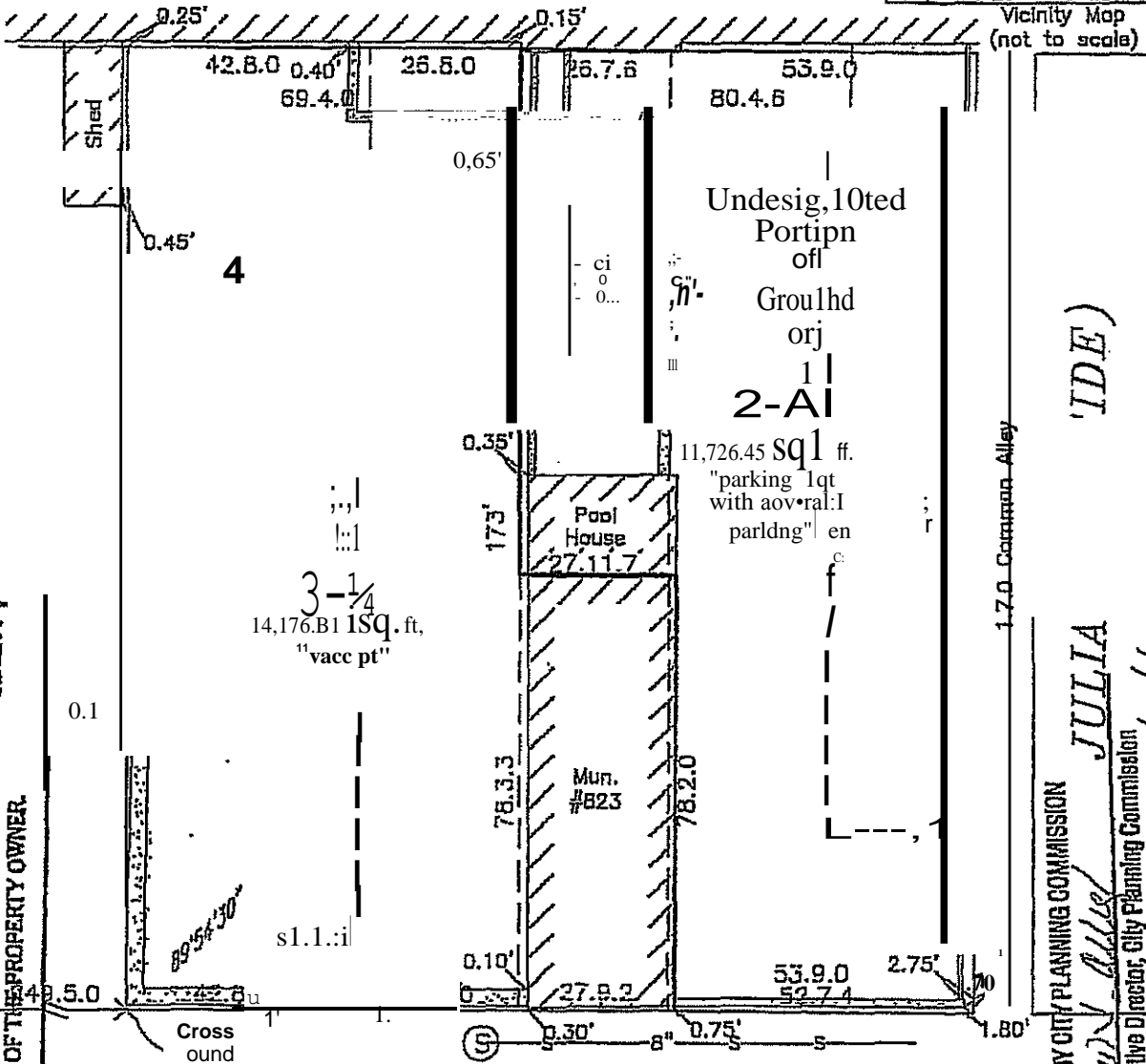
By: £ < | 10 1 £ - " L f

NOTICE

THIS SUBDIVISION MUST BE RECORDED WITH THE OFFICE OF THE REGISTRAR OF CONVEYANCES WITHIN 30 DAYS FROM DATE OF APPROVAL.



ST. CHARLES AVE. (SIDE)



JOSEPH ST.

IDE)

CERTIFIED BY CITY PLANNING COMMISSION  
By *Julia* JULIA  
Executive Director, City Planning Commission

Date 7/15/14  
Ticket No. 19112

ANY SEWER OR WATER HOUSE NOT EXISTING SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

SEWER HOUSE CONNECTIONS  
WATER HOUSE CONNECTIONS

CAMP ST.

ANGLE BASIS: CITY OF NEW ORLEANS SQUARE MAPS BY D'HEMECOURT

RESUBDIVISION OF LOTS 2, 3, 4, and an undesignated portion of ground or Lot 1 INTO LOTS 2-A & 3-A SQUARE 161 FIRST DISTRICT CITY OF NEW ORLEANS ORLEANS PARISH, LOUISIANA

DAIING, M, JE. QUES & ASSOCIATES, LLC

P.O. BOX 780  
METairie, LA. 70004  
(504) 834-0200

RICHARD T. DADING  
REG. No. 4399  
REGISTERED PROFESSIONAL LAND SURVEYOR

SURVEYOR

I CERTIFY THAT THIS SURVEY AND PLAT W/5 PREPARED BY ME OR BY THE SURVEYOR UNDER MY DIRECT SUPERVISION. MADE AT THE REQUEST OF:  
  
STEEG LAW FIRM, LLC

THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THIS SURVEY MEETS THE MINIMUM REQUIREMENTS FOR A CLASS SURVEY ACCORDING TO THE "LOUISIANA SURVEYING ACT" AND RESTRICTIONS ARE SHOWN HEREON THE SURVEYOR HAS MADE A REASONABLE SEARCH OF PUBLIC RECORDS IN COMPLYING WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

DATE: 12-14-2011 SCALE: 1" = 30' DRAWN BY: R.M.S. CHECKED BY: R.T.D. JOB NO.: 1134858 PLAT No.: D-212-69B

EXHIBIT "A"

DEPARTMENT OF PROPERTY MANAGEMENT  
 DMSION OF REAL PROPERTY RECORDS  
 ROOM 11W06-CITY HALL, N.O., LA,

DECLARATION OF TITLE CHANGE BY SUBDIVISION

Date: 7/17/2014

TO THE REGISTER OF CONVEYANCES:

CONFORMING WITH SUBDIVISION REGULATIONS ADOPTED BY CITY PLANNING AND ZONING COMMISSION 2/2/50 AND OFFICIALLY RECORDED IN 1150, IT IS REQUESTED THAT THE ATTACHED SURVEY PLAT BE REGISTERED AND MADE PART OF THE TITLE CHAIN OF THE FOLLOWING DESCRIBED PROPERTY:

			415144	08/11/2008
			317212	01/U/100G
IBI	<b>• SEE BELOW •</b>	1	<u>1987&amp;7</u>	<u>01/05/100S</u>
SQ. NO.	LOT NO.	MUN. DIST.	ACQ. CLINOR COB/FOL	DATE

CAMP STREET, ST. JOSEPH STREET, ST. CHARLES AVE. (SIDE), JULIA STREET (SIDE)  
 BOUNDRIES

FAUBOURG SAINT CHARLES LLC

OWNER OF RECORD BEFORE SUBDIVISION CHANGE

I-A & J-A DADJING & TAROUES & ASSOCIATES, LLC 19112  
 NOW SUBDIVIDED AS SURVEYDR SUBDIVISION DOCKET NUMBER  
 7/15/2014, \_\_\_\_\_  
 DATE APPROVED - CPC DIVNER(S): FAUDOURG, INTERCOMESC

NOTICE:  
 IF NOT RECORDED WITHIN 30 DAYS  
 FROM DATE OF CPC APPROVAL, THIS  
 SUBDIVISION SHALL BE DEEMED VOID

BY:



Wt. - t. - f. u. -  
 ; 1

"2, 3, C, AND AN UNDESIGNATED PORTION OF,  
 CROIND OT"



**JENNIFER I. TINTENFASS**  
 Attorney/Notary Public  
 La Bar Roll No. 34790  
 Orleans Parish, Louisiana  
**My Commission is issued for Life**

C.O. RECORDATION

SWORN TO AND SUBSCRIBED BEFORE ME

11-US QY OAVOF-S-; 1="--i(-  
1.D14

Han. Dale K. Rtklnc  
 CLERK OF CIVIL DISTRICT COURT  
 INST ff; 2814-28351 07/24/2814 10i59147 AM  
 TYPE: DEC TC 4 PGIS }

Clk 668763

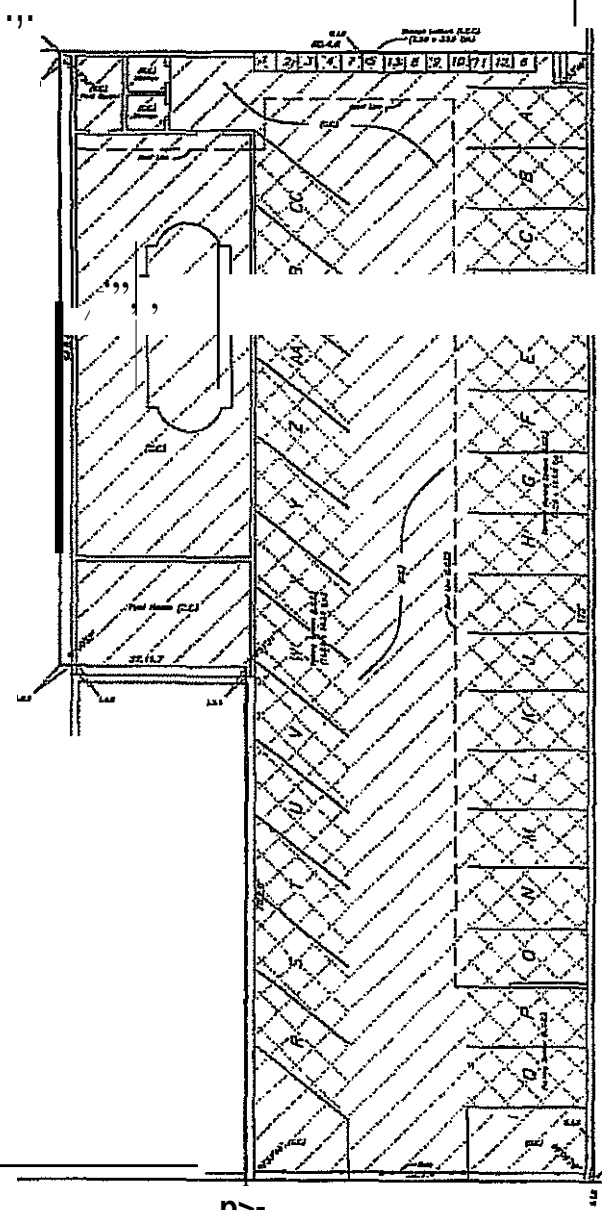
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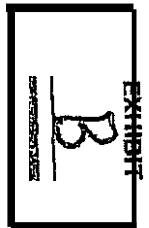
SIDE



This  
reference map is to be used for  
the distribution of land parcels.



ti



---  
a... "Citr...?...d  
CE... - llml-t-C- 2... EW... "G-i

...  
...  
Date: August 25, 2015 Scale: NTS  
This plat represents an actual ground survey made by me or under my direct supervision and control and meets the requirements for the Standards of Practice for Boundary Surveys as found in Louisiana Administrative Code TITLE 48:28, Chapter 25 for a Class "S" survey.  
Made at the request of Sleep Low Farm, LLC.  
3121 N. Esplanade Blvd., Metairie LA 70001 (504) 885-0101

1340 Poydras Street, 4th Floor  
New Orleans, Louisiana 70112

Telephone (504) 407-0005



Chelsey Richard Napoleon  
Chief Deputy Clerk .

Land Records Division

**Hon. Dale N. Atkins**  
Clerk of Court and Ex-Officio Recorder  
Parish of Orleans

**DOCUMENT RECORDATION INFORMATION**

InstrumentNumber: 2014-28361

Recording Date: 7/24/2014 10:59:47 AM

Document Type: DECLARATION OF TITLE CHANGE

Addtl Titles Doc Types:

Conveyance Instrument Number: 558763

Filed by: STEEG LAW FJRM, LLC, JAN LEBLANC  
201 ST. CHARLES AVENUE  
SUITE3201  
NEW ORLEANS, LA

**THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND  
SHOULD BE RETAINED WITH ANY COPIES.**