

SEE MAP FILE # 4398

SECOND AMENDMENT OF
CONDOMINIUM DECLARATION OF
EMERALD OAKS CONDOMINIUM

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

St. Tammany Parish 20
Instrmnt #: 1604075
Registry #: 1696197 SHC
2/6/2007 3:46:00 PM
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BE IT KNOWN, that on this 6th day of February, 2007;

BEFORE the undersigned competent witnesses, personally came and appeared:

FIRST CONSTRUCTION CORPORATION (TIN# 72-1235616), a Louisiana Corporation, domiciled in Mandeville, St. Tammany Parish, Louisiana, herein represented by its duly authorized President, Michael H. Fitzpatrick, by virtue of a Resolution of its Board of Directors annexed hereto and made a part hereof, and having a mailing address of 1344 Villere Street, Mandeville, Louisiana, and hereinafter sometimes referred to as "Declarant",

who declared that pursuant to Article XX, Paragraph D, of the "Condominium Declaration of Emerald Oaks Condominium" for Emerald Oaks Condominium recorded on March 3, 2005 as Instrument No. 1480473 in the official records of St. Tammany Parish, does hereby amend the Condominium Declaration of Emerald Oaks Condominium, in the following particulars:

I.

Article I, Submission to Condominium Regime, is hereby amended to provide as follows:

Declarant and Appearers desire to establish a condominium regime and, subject to the servitudes created herein, hereby submit the following described property to the condominium form of ownership to-wit:

A CERTAIN PIECE OR PORTION OF GROUND SITUATED in Section 15, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana and more fully described as follows:

From the Section Corner common to Sections 9, 10, 15, and 16, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, go South 89°30'06" East-939.02'; thence South 00°02'41" West-1837.96' to the point of beginning. *From the point of beginning, go South 00°12'59" West-178.34'; thence South 89°52'58" East-423.99'; thence South 00°07'46" East-376.58'; thence South 00°00'49" West-221.17' to a point located on the northerly right-of-way line of Holiday Blvd.; thence go along said right-of-way line North 89°20'26" West-50.00'; thence along a curve to the right having a radius of 357.61' an arc distance of 180.51'; thence leaving said right-of-way line, go North-165.81'; thence East-93.00'; thence North-116.43'; thence go North 88°17'08" West-80.42'; thence West-293.00'; thence South 86°58'10" West-93.57'; thence South-209.79 feet to a point located on the northerly right-of-way line of Holiday Blvd.; thence go along said right-of-way line, North 89°50'21" West 123.45 feet; thence leaving said right-of-way line, go North 00°05'08" West-655.71 feet; thence North 89°17'14" East-296.81 feet back*

to the point of beginning.

Said property contains 7.60 acres, and is more fully described in the Master Site Plan submitted herewith as "Exhibit A".

II.

Article III, Definitions and Exhibits, Paragraphs C, E and G.1 and G.2 are hereby amended to provide as follows:

- C. "Limited common element" means that portion of the common elements reserved in this declaration for the exclusive use of a certain unit, consisting of the surface ground area around each unit as set forth in the Master Site Plan to the following boundaries:
1. **Front:** The limited common element shall extend from the front of each unit to the street right of way identified in the Master Site Plan.
 2. **Rear:** The limited common element shall extend from the rear of each unit to the following boundary as may be applicable for each unit based upon its location: (a) to the "Buffer Planting Area" identified in the Master Site Plan and located to the rear of units 1 through 22, inclusive, and units 25 through 46, inclusive; (b) to the northern boundary line of the "Drainage & Access Easement" identified in the Master Site Plan and located to the rear of units 54 through 66, inclusive; (c) for units 23 and 24, to a point midway between the rear edge of the patio and the adjacent exterior wall of unit 25 ; (d) for units 47 through 50, inclusive, to the western edge of the rear patio for each unit.
 3. **Side:** Unless otherwise provided hereinafter, the limited common element shall extend from each side of the unit to a line extending from the front to the rear boundaries of the limited common element for each unit and located at the midpoint between the exterior wall of each unit and the exterior wall of the adjacent unit (located immediately on the side of the unit and not separated by a street right of way or the Drainage & Access Easement). Notwithstanding the foregoing, the limited common element shall extend to the side of the following units as set forth hereinafter:
 - (a) For unit 1, the limited common element shall extend to the south side of the unit to the northern edge of the Street Planting Area as further depicted in the Master Site Plan;
 - (b) For units 6 and 38, the limited common element shall extend to the south side of each unit to the northern line of the Drainage Easement identified in the Master Site Plan;
 - (c) For unit 50, the limited common element shall extend on the north side of the unit for a distance of three and one-half (3 ½) feet;
 - (d) For unit 5, the limited common element shall extend to the north side of the unit to the southern line of the adjacent Drainage Easement identified in the Master Site Plan;
 - (e) For units 24, 54, 66 the limited common element shall extend to the street right of way on the side of the unit adjacent to the street right of way as identified in the Master Site Plan;

- (f) For unit 46, the limited common element shall extend on the south side of the unit to the building set back line identified in the Master Site Plan;
- (g) For unit 39, the limited common element shall extend to the north side of the unit for a distance of three and one-tenth (3 1/10) feet; and
- (h) For unit 47, the limited common element shall extend to the south side of the unit for a distance of three and one-half (3 ½) feet.

Said limited common elements form a part of the common elements, and whenever the phrase "common elements" is used herein, said phrase includes the limited common elements.

* * *

- E. "Unit" shall mean a part of the condominium property subject to individual ownership, more specifically identified as the individual parcels of land designated by individual land configurations numbered 1 through 12, inclusive, 14 through 50, inclusive, and 54 through 66, inclusive, on the Master Site Plan, and any current or future improvements (i.e., garden home) constructed thereon. A unit includes such accessory rights and obligations as are stipulated in this declaration.

* * *

- G. The following are attached hereto and made a part hereof and shall serve as Exhibits to this agreement:

1. Exhibit "A" -- "Emerald Oaks Condominium Master Site Plan (Revision 2)" prepared by Scalfano Engineering, Inc., Job. No. 204479, dated January 17, 2005, and last revised on January 31, 2007, (sometimes referred to hereinafter as the "Master Site Plan"), which amends and shall replace the original "Emerald Oaks Condominium Master Site Plan" prepared by Scalfano Engineering, Inc., Job. No. 204479, dated January 17, 2005 and recorded at Map File No. 3787 with the St. Tammany Parish Clerk of Court and shall amend and replace "Emerald Oaks Master Site Plan (Revision 1); Job No. 204479, dated April 28, 2005 and recorded at Map File No. 3923 with the St. Tammany Parish Clerk of Court. All references in this Second Amendment to the Condominium Declaration and all references in the Condominium Declaration to the "Master Site Plan" shall mean and refer to the Master Site Plan, as last revised on January 31, 2007 attached hereto.
2. Exhibit "B" -- Unit Designations for Emerald Oaks Condominium (Sometimes referred to hereinafter as the "Unit Designations").

III.

Article VII, Servitudes, is hereby amended to include a new Paragraph F providing as

follows:

- F. **Emerald Oaks Phase Two Units**. The Declarant does hereby confirm, grant and establish an irrevocable, perpetual and non-exclusive predial servitude of passage and use over the streets, swimming pool, club house, and club house parking area (collectively, the "Servient Estate") in favor of the units located in Emerald Oaks Condominium, Phase Two (collectively, "Dominant Estate"), created by the "Condominium Declaration of Emerald Oaks Condominium, Phase Two" executed and recorded this same date, for use in accordance with the terms of this Condominium Declaration and in consideration of the payment by the owners in Emerald Oaks Condominium, Phase Two of their proportionate share (collectively, 25%) of the expenses to maintain, repair and replace these specified common elements. This predial servitude of passage and use shall specifically run in favor of the Dominant Estate and shall not be considered a personal servitude.

IV.

Article X, **Voting**, Paragraph C is hereby amended to provide as follows:

- C. The votes authorized herein shall be used at any and all Association meetings of the unit owners. Each class A membership and class B membership, respectively, is entitled to one, equal vote on all matters submitted to the Association for a vote. The phrase "total authorized votes" as used in this Declaration means the total of all votes, class A and class B (if outstanding). While class B shares are outstanding, the "total authorized votes" are one hundred and eighty-two (182), consisting of one hundred and twenty (120) class B votes and sixty-two (62) class A votes. Any vote requiring an approval of 60% of the total authorized votes therefore requires a total number of votes of at least 107, while the class B shares are outstanding.

V.

Article XII, **Fraction of Ownership**, is hereby amended to provide as follows:

The owner(s) of each unit shall have a 1/62nd fraction of ownership in the common elements per unit owned (as an incident thereof). Each owner shall likewise have a 1/62nd share (per unit owned) of the common expenses and common surplus of the condominium, i.e., "common interest."

VI.

Article XV, **Ownership**, is hereby amended to provide as follows:

Ownership of a unit includes the following:

- A. An undivided 1/62nd fractional interest in the common elements;
- B. An obligation to pay 1/62nd of the common expenses of the Association;
- C. An undivided share of 1/62nd in the common surplus;
- D. All rights, privileges and obligations of membership (including one vote per unit) in the Association;

E. An undivided 1/62nd fractional interest in any other assets of the condominium.


In all other respects the Condominium Declaration for Emerald Oaks Condominium, except as amended and added to herein, shall remain the same.


THUS DONE AND SIGNED in the presence of the undersigned competent witnesses after due reading of the whole.

WITNESSES:

FIRST CONSTRUCTION CORPORATION


Rita K. LeBlanc

By: 
MICHAEL H. FITZPATRICK,
President


LINDA C. KALL

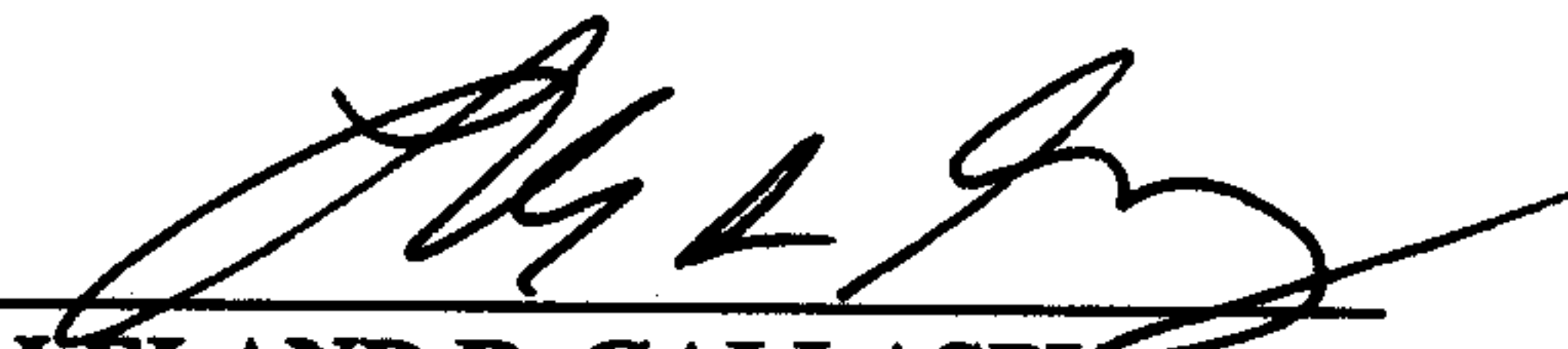

LELAND R. GALLASPY
NOTARY PUBLIC
BAR ROLL NO. 11809

EXHIBIT "B"

**UNIT DESIGNATIONS FOR
EMERALD OAKS CONDOMINIUM**

<u>UNIT DESIGNATION</u>	<u>PERCENTAGE APPLICABLE TO EACH UNIT</u>
1	1/62 (1.6129%)
2	1/62 (1.6129%)
3	1/62 (1.6129%)
4	1/62 (1.6129%)
5	1/62 (1.6129%)
6	1/62 (1.6129%)
7	1/62 (1.6129%)
8	1/62 (1.6129%)
9	1/62 (1.6129%)
10	1/62 (1.6129%)
11	1/62 (1.6129%)
12	1/62 (1.6129%)
14	1/62 (1.6129%)
15	1/62 (1.6129%)
16	1/62 (1.6129%)
17	1/62 (1.6129%)
18	1/62 (1.6129%)
19	1/62 (1.6129%)
20	1/62 (1.6129%)
21	1/62 (1.6129%)
22	1/62 (1.6129%)
23	1/62 (1.6129%)
24	1/62 (1.6129%)
25	1/62 (1.6129%)
26	1/62 (1.6129%)
27	1/62 (1.6129%)



<u>UNIT DESIGNATION</u>	<u>PERCENTAGE APPLICABLE TO EACH UNIT</u>
28	1/62 (1.6129%)
29	1/62 (1.6129%)
30	1/62 (1.6129%)
31	1/62 (1.6129%)
32	1/62 (1.6129%)
33	1/62 (1.6129%)
34	1/62 (1.6129%)
35	1/62 (1.6129%)
36	1/62 (1.6129%)
37	1/62 (1.6129%)
38	1/62 (1.6129%)
39	1/62 (1.6129%)
40	1/62 (1.6129%)
41	1/62 (1.6129%)
42	1/62 (1.6129%)
43	1/62 (1.6129%)
44	1/62 (1.6129%)
45	1/62 (1.6129%)
46	1/62 (1.6129%)
47	1/62 (1.6129%)
48	1/62 (1.6129%)
49	1/62 (1.6129%)
50	1/62 (1.6129%)
51	1/62 (1.6129%)
52	1/62 (1.6129%)
53	1/62 (1.6129%)
54	1/62 (1.6129%)
55	1/62 (1.6129%)
56	1/62 (1.6129%)
57	1/62 (1.6129%)
58	1/62 (1.6129%)
59	1/62 (1.6129%)
60	1/62 (1.6129%)
61	1/62 (1.6129%)
62	1/62 (1.6129%)

UNIT DESIGNATION	PERCENTAGE APPLICABLE TO EACH UNIT
63	1/62 (1.6129%)
64	1/62 (1.6129%)
65	1/62 (1.6129%)
66	1/62 (1.6129%)

NOTES

1. The units designated in the first column are shown on the "Emerald Oaks Condominium Master Site Plan (Revision 2)" prepared by Scalfano Engineering, Inc., Job. No. 204479, dated January 17, 2005, last revised on January __, 2007.
2. The percentage shown in the second column are applicable to each unit, constitute each unit's percentage share of common expenses (referred to as "common expenses"), the percentage share of common profits or surplus, the percentage voting rights and the percentage share of ownership in the common elements (referred to as "common interest") as these terms are used in the Condominium Declaration. These percentages were mathematically obtained and carried to four decimal places by dividing one unit by the total sum of all units (66), consisting of units 1 through 12, units 14 through 50, and units 54 through 66 (there being no unit 13).

SEE MAP FILE # 4398
INSTRUMENT # 1604075
ORIGINALLY FILED DATE 2-6-07
MAP FILED DATE 2-6-07
St. Tammany Parish Clerk of Court
Deputy Clerk Sharon H. Cali