

First Amendment to Condominium Declaration

Beau Chêne Office Park II, a Condominium

Before me the undersigned Notary Public, duly qualified in and for the parish of St. Tammany, personally came and appeared:

East Gate Commercial, LLC, a Louisiana limited liability company, authorized to do and doing business in the state of Louisiana, represented herein by duly authorized representative, Mark E. Inman, with its registered office in St. Tammany Parish, Louisiana, whose Articles of Organization were recorded with the Secretary of State on September 24, 2003, having a principal address of 105 Beau Chêne Blvd., Mandeville, LA 70471 and a taxpayer identification number of 20-0246518;

Who declared as follows:

Recitals

1. East Gate Commercial, LLC, as declarant, executed a Condominium Declaration for Beau Chêne Office Park II Owners Association, Inc., a Condominium, on July 11, 2014. The Declaration was filed with the Clerk of Court for St. Tammany Parish on July 15, 2014, Instrument #1948167.
2. The Declarant reserved the right in Paragraph 16.08 of the Declaration to amend the Declaration without the consent of any other Unit Owner or Mortgagee, provided that the amendment materially alters or changes any Unit Owner's right of use and enjoyment of its Unit or the Common Elements, or any amendment materially alters or changes any Mortgagee's security interest, to make such changes only with the consent of the majority of the Unit Owners or Mortgagees so affected.
3. The Declarant wishes to amend the Declaration to replace the plat therein with the plat attached hereto as Exhibit D.
4. The Declarant wishes to amend the Declaration to add the elevations and floor plan attached hereto as Exhibit E.
5. The Declarant wishes to amend the Declaration to replace the Ownership Interests therein with the Ownership Interests attached hereto as Exhibit F.
6. Further, the Declarant wishes to amend certain paragraphs of the Declarations as expressed below.

First Amendment for Constitutional Protection

First Amendment for Constitutional Protection

whereas the undersigned Malise Prieto, Clerk of Court for the Parish of St. Tammany, Louisiana, has received and reviewed the foregoing instrument and the same appears to be in conformity with the laws of the State of Louisiana and the Constitution of the United States;

and whereas the undersigned Malise Prieto, Clerk of Court for the Parish of St. Tammany, Louisiana, has received and reviewed the foregoing instrument and the same appears to be in conformity with the laws of the State of Louisiana and the Constitution of the United States;

was declared as follows:

Witness

I, Malise Prieto, Clerk of Court for the Parish of St. Tammany, Louisiana, do hereby certify that the foregoing instrument was filed and recorded in the official records of the Parish of St. Tammany, Louisiana, on this 11th day of February, 2016.

The Clerk of Court for the Parish of St. Tammany, Louisiana, is Malise Prieto, who is duly qualified and sworn to perform the duties of her office. She is the only person authorized to perform the duties of her office and to receive the fees therefor.

The Clerk of Court for the Parish of St. Tammany, Louisiana, is Malise Prieto, who is duly qualified and sworn to perform the duties of her office. She is the only person authorized to perform the duties of her office and to receive the fees therefor.

The Clerk of Court for the Parish of St. Tammany, Louisiana, is Malise Prieto, who is duly qualified and sworn to perform the duties of her office. She is the only person authorized to perform the duties of her office and to receive the fees therefor.

STATE OF LOUISIANA PARISH OF ST. TAMMANY
MALISE PRIETO CLERK OF COURT
I certify that this instrument was filed and recorded
February 11, 2016 at 4:05 PM
INST. # 201265 for the official records.
Malise Prieto
DEPUTY CLERK



Agreement

1. Exhibit D of the Declaration is amended to replace the plat therein with the plats attached hereto as Exhibit D. The first plat showing the location of the buildings and the second plat showing the location of the telephone and cable servitudes.
2. Exhibit E is amended to add the elevations and floor plans attached hereto as Exhibit E.
3. Exhibit F of the Declaration is amended to replace the Ownership Interests attached thereto as Exhibit F with the Ownership Interests attached hereto as Exhibit F.
4. Paragraph 4.2 on Unit Boundaries is hereby deleted in its entirety, except for its caption, and the following language inserted in its place: "The limits of ownership are measured as follows: Vertically from the top of the foundation through the backside of the ceiling drywall, and horizontally from the backside of the interior drywall on the side of the Unit as depicted on the Condominium Site Plan, to the backside of the interior drywall on the opposite side wall of the Unit and, if applicable, to the backside of the drywall attached to the wall common to the adjacent Unit. The limit of ownership shall also include the heating and air conditioning system servicing each Unit, and the utility lines contained within the limits of ownership as heretofore defined in this part. It is the intent of this Declaration that the limits of ownership for each Unit shall not include the exterior walls (including exterior doors, windows, and stud walls), any stud wall common to two units, including side and ceiling stud walls, the roof, foundation, and real estate located beneath the foundation of the respective Unit."
5. Paragraph 4.6 states that each Unit Owner shall pay the BCHOA fee directly to the BCHOA. The sentence "Each Unit Owner shall pay that fee directly to the BCHOA." is hereby deleted and in its place the following language inserted: "BCHOA fees will be paid by the Association and the Association shall pay such bills as Limited Common Expense."
6. Paragraph 9.1 (a). The existing paragraph contains a sentence that begins "In the event The Board elects to furnish this insurance it shall be in an amount covering at least 90% of the actual cash value and ...". The words "actual cash value" will hereby be replaced with "replacement cost on a special form".
7. Paragraph 9.1 (b). The paragraph begins: "Comprehensive general liability insurance, including medical payment insurance, in an amount determined by the Association covering occurrences...". The words "but in no event less than \$1,000,000" is hereby inserted immediately after the word "Association".
8. Paragraphs 9.1 (c), (d), and (e) are hereby deleted in their entirety.
9. Paragraph 9.3(a). The existing language is hereby deleted and the following language is inserted in its place: "Insurance for his Unit and the contents of his Unit in the Condominium Property insuring against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for not less than 90% of the replacement cost on a special form and against

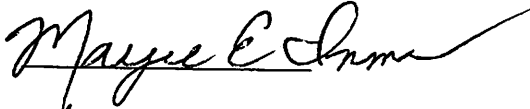
such other hazards and for such amounts as the Unit Owner may deem advisable. Such policies of insurance should also, to the extent possible, contain a waiver of subrogation rights by the insurer against the Association and shall include coverage for the interior of the structure.”

10. Paragraph 8.5 states “Effective April 1, 2013, Assessments on each Unit shall equal \$1.14 per square foot per year and shall be paid on each building as outlined above. Furthermore each unit owner shall be responsible for paying the Beau Chêne Homeowners Association for its monthly assessment for the services of water, sewer, garbage removal and any other services provided to the Homeowners by their association.” This language is hereby deleted and in its place the following is inserted: “Effective April 1, 2016, Assessments on each unit shall equal \$2.50 per square foot per year and shall be paid on each building as outlined above.”
11. Paragraph 14.19 concerns architectural standards. The following changes are hereby made:
 - a. Number 7. The existing language is hereby deleted and the following language inserted as its replacement: “Solid Vinyl windows by Kroft, or equivalent, shall be required on all building elevations. Metal or aluminum frames are not permitted. Window design and manufacturer shall be shown on the drawings for approval by the Architectural Control Committee.”
 - b. Number 8. The existing language is hereby deleted and the following language inserted in its place: “Window coverings shall be either 2" blinds or plantation shutters, color shall be either white or Graber Antique White, # 1026, Traditions, unless a variance is granted by the Architectural Control Committee.”
 - c. Number 9. The existing language is hereby deleted and the following language is inserted in its place: “Where exterior shutters are deemed appropriate, only operable shutters will be allowed. Shutter width must be proportionate to the window (1/2 the window width) and shall be provided with decorative shutter dogs. All shutters must be approved by the Architectural Control Committee.”
 - d. Number 10. The existing language is hereby deleted and the following language is inserted in its place: “Fascia and eaves shall be constructed of wood grained aluminum matching the window frame color. Soffits shall be constructed of premium vinyl matching the window frame color and compatible with the board used on the underside of the front building awning. Materials and Details shall be shown on the drawings for approval by the Architectural Control Committee.
 - e. Number 27. The existing language is hereby deleted and the following language is inserted in its place: “Pole lighting is allowed in the parking lot in conformance to the St. Tammany Parish Building Code.”
12. Paragraph 16.7 states: “...(but not beyond five (5) years from the recordation date of this Declaration).” This section will be deleted and the following language will be inserted in its place: “...(but not beyond June 30, 2021).”
13. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Declaration.

14. All other provisions of the Declarations shall remain in full force and effect except as modified herein.

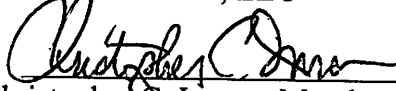
This Done, Read, and Signed in the Parish of St. Tammany, Louisiana on the 22nd day of February in the year 2016 in the presence of the undersigned competent witnesses and Notary after a due reading of the whole.

Witnesses:

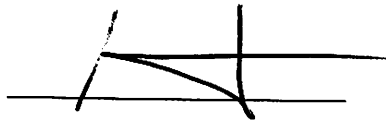




East Gate Commercial, LLC

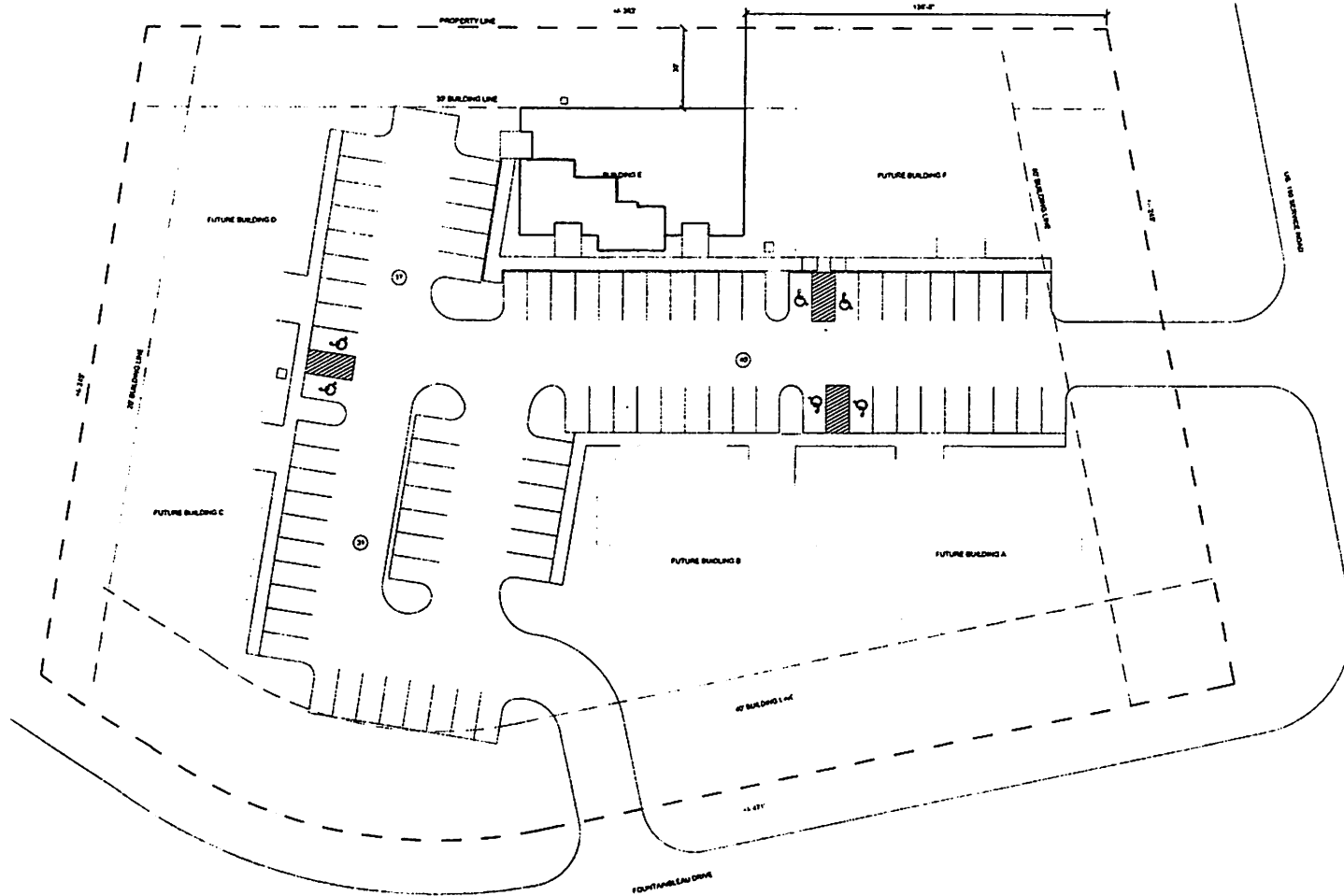


By: Christopher S. Inman, Member



Notary Public
Kenneth S. Moran
Attorney at Law/Notary Public
State of Louisiana
LSBA No. 25801

EXHIBIT D
PLAT



OVERALL SITE PLAN
SCALE: 1" = 20'

BITTNER MAKER
ARCHITECTURE - LAND PLANNING
1408 N. WILSON BLVD. SUITE 100
MONROE, LA 70132
P. 504.233.1271 F. 504.233.1272

This plat is subject to all applicable laws, ordinances, rules and regulations of the State of Louisiana, and all applicable laws, ordinances, rules and regulations of the local government having jurisdiction over the land shown hereon. The land shown hereon is not to be used for any purpose other than that for which it is zoned. The land shown hereon is not to be used for any purpose other than that for which it is zoned. The land shown hereon is not to be used for any purpose other than that for which it is zoned.

Beau Chere Office Park
Building "E"
Mandeville, LA



NO.	DATE	REVISIONS
01	11/10/10	PRELIMINARY
02	11/10/10	CONSTRUCTION
03	11/10/10	AS BUILT

PROJECT NO. 15.003
DATE: 11/10/10
SHEET NO. 1 OF 1

A1.0

Exhibit F
Ownership Interests

The title and interest of each Unit Owner in and to the Common Elements, his proportionate share in the Surplus and his proportionate share in the responsibility for payment of the Common Expenses is based upon each Unit Owner's "Ownership Interest" as defined in the Declaration and is expressed herein as a percentage, as defined below. Notwithstanding the following percentage Ownership Interests, each Unit Owner shall be entitled to the number of votes for each Unit in matters decided by the Association or Unit Owners as scheduled in the following table:

Building Number	Square Footage	Ownership Interest	Allocated Number of Votes
A	4,500	17.28%	173
B	5,600	21.51%	215
C	4,000	15.37%	154
D	4,000	15.37%	154
E Suite 1	1,250	4.80%	48
E Suite 2	2,683	10.30%	103
F	4,000	15.37%	154
Totals	26,033	100%	1,001

Multiple Owners of a Unit shall collectively be entitled to the number of votes scheduled in the above table to be cast as provided in the By-Laws.

The percentage (based upon a total of 100%) Ownership Interest allocated to each Unit, and its corresponding proportionate share and responsibility in and to the Common Elements and Common Expenses is declared to be as scheduled on the above table.