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**Grantor 1: EAGLES LANDING SUBDIVISION HOMEOWNERS
ASSOCIATION INC**

**Grantee 1: EAGLES LANDING SUBDIVISION HOMEOWNERS
ASSOCIATION INC**

COB: 1102713

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Kesslie Carbo
Kesslie Carbo

**SIXTH AMENDMENT TO
DECLARATION OF COVENANTS & RESTRICTIONS FOR
EAGLE'S LANDING SUBDIVISION
ASCENSION PARISH, LOUISIANA**

BE IT KNOWN, that on the date set forth below, before me the undersigned Notary Public and competent witnesses, personally came and appeared:

Eagles Landing Homeowners Association, a nonprofit corporation whose address is 17649 Golden Eagle Dr, Prairieville, LA 70769 4306, appearing herein through its undersigned duly authorized representative (hereinafter referred to as "**The Board**"), who did declare as follows:

WHEREAS (i) **LOTS 1 THROUGH 96 & TRACTS CA-1 THROUGH CA-6, EAGLES LANDING SUBDIVISION, FIRST FILING**, located in Sections 20 and 37, T8S-R3E, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, as shown on "Final Plat of Eagles Landing Subdivision First Filing - Lots 1-96 & Tracts CA-1 thru CA-6" prepared by Baton Rouge Land Surveying dated April 3, 2013, recorded August 1, 2013 at Conveyance Instrument No. 00831674 and August 16, 2013, at Conveyance Instrument No. 00832829 in the records of Ascension Parish, Louisiana, (ii) **LOTS 97 THROUGH 126, 153 THROUGH 174, 224 THROUGH 235 & TRACT CA-7, EAGLES LANDING SUBDIVISION, SECOND FILING-PHASE 2A AND THIRD FILING-PHASE 3A**, located in Sections 20 and 37, T8S-R3E, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, as shown on "Final Plat of Eagles Landing Subdivision Second Filing-Phase 2A and Tract CA-7 & Third Filing-Phase 3A" prepared by Baton Rouge Land Surveying dated June 15, 2016, recorded July 14, 2016, at Conveyance Instrument #00902275, records of Ascension Parish, Louisiana, and (iii) **LOTS 127 THROUGH 152, 175 THROUGH 223, TRACT EL-2B & TRACT EL-3B, EAGLES LANDING SUBDIVISION, SECOND FILING-PHASE 2B AND THIRD FILING-PHASE 3B**, located in Sections 20 and 37, T8S-R3E, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, as shown on "Final Plat of Eagles Landing Subdivision Second Filing-Phase 2B, Third Filing-Phase 3B, & Tracts EL-2B and EL-3B" prepared by Baton Rouge Land Surveying dated January 25, 2018, recorded February 2, 2018, at Conveyance Instrument #00941267, records of Ascension Parish, Louisiana are subject to that certain Declaration of Covenants & Restrictions for Eagle's Landing Subdivision Ascension Parish, Louisiana, made by D.R. Horton, Inc. -Gulf Coast, dated August 19, 2013 and recorded as Instrument No. 00833467 in the records of Ascension Parish, Louisiana, as amended by that certain First Amendment to Declaration of Covenants & Restrictions for Eagle's Landing Subdivision Ascension Parish, Louisiana, dated March 25, 2014 and recorded April 2, 2014 at Instrument No. 00847352 in the records of Ascension Parish, Louisiana, by that certain Second Amendment to Declaration of Covenants & Restrictions for Eagle's Landing Subdivision Ascension Parish, Louisiana, dated July 22, 2016 and recorded July 25, 2016 at Instrument No. 00903101 in the records of Ascension Parish, Louisiana, by that certain Third Amendment to Declaration of Covenants & Restrictions for Eagle's Landing Subdivision Ascension Parish, Louisiana, dated October 6, 2017 and recorded October 12, 2017 at Instrument No. 00934552 in the records of Ascension Parish, Louisiana, and by that certain Fourth Amendment to Declaration of Covenants & Restrictions for Eagle's Landing Subdivision Ascension Parish, Louisiana, dated March 12, 2018 and recorded March 20, 2018 at Instrument No. 00944144 in the records of Ascension Parish, Louisiana and by that certain Fifth Amendment to Declaration of Covenants & Restrictions for Eagle's Landing Subdivision Ascension Parish, Louisiana, dated October 8, 2019 and recorded October 14, 2019 at Instrument No. 00980359 in the records of Ascension Parish, Louisiana (collectively, the "**Declaration**"); and

WHEREAS, pursuant to Article 13.1 of the Declaration, As permitted by this Declaration, certain amendments of this Declaration may be approved by Declarant alone, or by the Board alone. The Board has the right to amend the Declaration collectively for any reason except where amendments must be approved of at least a majority of the Lots; and

WHEREAS this Sixth Amendment is being made after the Development Period and the Board desires to hereby amend the Declaration as hereinafter provided.

NOW THEREFORE, the Board does hereby amend the Declaration as follows:

"Sixth Amendment To Declaration Of Covenants & Restrictions"

Section 7.2. of the Declaration is hereby amended and restated in its entirety as follows:

Section 7.2. The Association is governed by the Board of Directors. Unless the Community Documents expressly reserve a right, action, or decision to the Owners, Declarant, or another party, the Board acts in all instances on behalf of the Association. Unless the context indicates otherwise, references in the Community Documents to the "Association" may be construed to mean "the Association acting through its Board." After the Development Period, the Board will consist of six persons. Each building phase of the development shall elect two representatives to the board. Upon election, each director will serve a term of two years. The exception is outlined in section 7.2.1 to establish "Staggered Terms." An Owner having completed their term will not qualify to run for a director seat in the immediate cycle following the completion of their term. An Owner having completed their term will only qualify to fill a seat in the immediate cycle following their term completion if a seat remains vacant that the owner would otherwise qualify to fill. An Owner having been removed from the Board in will not qualify to run for a director seat for two election cycles following their removal.

7.2.1 STAGGERED TERMS. To establish staggered terms, each phase will elect two representatives to the board at the first election after the adoption of the "Sixth Amendment To Declaration Of Covenants & Restrictions." The elected terms shall follow two election cycles. The candidate receiving the highest number of votes representing a majority in interest in a given phase will be the "A" representative for the phase. The candidate receiving the second highest number of votes representing a majority in interest in a given phase will be the "B" representative for the phase. Following the initial election to begin staggered terms, Cycle 1 shall be a two-year term elected in even-numbered years, and Cycle 2 shall be a two-year term elected in odd-numbered years.

7.2.3 QUALIFICATION. The following qualifications apply to the election or appointment of persons to the Board:

A. Owners. The directors must be Owners in the Association and shall only represent a phase in which they are an Owner.

B. Entity Owner. If a Lot is owned by a legal entity, such as a partnership or corporation, any officer, partner, agent, or employee of that entity Owner is eligible to serve as a director and is deemed to be an Owner for the purposes of this Section.

C. Delinquency. No person may be elected or appointed as a director or serve on committees if any assessment, violation fees, interest payments, legal fees, or any outstanding debt to the HOA against the person or their Lot is more than 30 days delinquent at the time of the Record Date for the meeting set for election or appointment, provided they have been given notice of the delinquency and a reasonable opportunity to cure it.

D. Violations. No person may be elected or appointed as a director if the person or their Lot - at the time of the Record Date for the meeting set for election or appointment - has not cured a violation of the Community Documents for which the Association has given notice and a reasonable opportunity to cure.

E. Litigation. No person may be elected, appointed, or serve as a director if the person is a party adverse to the Association, the Board, or a committee of the Association in pending litigation to which the Association, Board, or committee is a party.

Section 7.4. of the Declaration is hereby amended and restated in its entirety as follows:

7.4 DECISION-MAKING. The Board may do all acts and things without a community vote except include new community amenities requiring ongoing maintenance, remove community amenities, levy special assessments beyond the allowability expressed in the Declaration, raise regular assessments beyond the allowability expressed in the Declaration or those actions which, by applicable law or the Community Documents, are reserved to the Owners and may not be delegated to the Board. Any action requiring approval of the members may be approved (1) at a meeting by Owners of at least a majority of the Lots that are represented at the meeting, provided notice of the meeting was given to an Owner of each Lot, or (2) in writing by Owners of at least a majority of all Lots, provided the opportunity to approve or disapprove was given to an Owner of each Lot.

Section 7 .6. of the Declaration is hereby amended and restated in its entirety as follows:

7.6 VOTING. One indivisible vote is appurtenant to each Lot. The total number of votes equals the total number of Lots in the Property. If additional property is made subject to this Declaration, the total number of votes will be increased automatically by the number of additional Lots. Each vote is uniform and equal to the vote appurtenant to every other Lot, except during the Development Period as permitted in Article 15. Cumulative voting is not allowed. Votes may be cast by written proxy, according to the requirements of the Association's Bylaws.

7.6.1 ELECTION. Directors will be elected by the Owners of the Association. The election of directors will be conducted at the annual meeting of the Association, at any special meeting called for that purpose, or by any method permitted by applicable law. The annual meeting of the Association will be held in March of each year.

7.6.2 VACANCIES. Subject to the exceptions below, vacancies on the Board caused by any reason are filled by a vote of the majority of the remaining directors, even though less than a quorum, at any special meeting of the Board called for such a purpose. Each Acting Director so elected serves until the next Annual Meeting of the Association, at which time the owners of the corresponding phase from which the vacancy occurred may vote to approve the appointment of the Acting Director to complete the term cycle or open the floor for a phase election where a successor will be elected to complete the term cycle that was vacated. The exceptions to Board-elected replacements are:

A. A vacancy occurring in the Presidency. The vice-president acts in place of the president in event of the presidential vacancy until a special meeting can be called for the Owners to elect a new President.

B. The removal of a director by a vote of the Owners, who will elect a replacement, and

C. A vacancy occurring because of an increase in the number of directors

In each of these circumstances, the vacancy will be filled by an election of the Owners for the corresponding phase.

7.6.3 The President. The President shall be elected at the annual meeting by the Owners immediately following the election of new phase representatives. The President shall hold office at the pleasure of the Owners. Except for resignation or removal, the President shall hold office until the Owners have designated their respective successor.

7.6.4 Other Principal Officers. The other principal officers are elected from amongst the elected directors at the annual meeting by the directors immediately following the election of the President and hold office at the pleasure of the Board. Except for resignation or removal, the President shall hold office until the Owners have designated their respective successor.

7.6.5 REMOVAL AND RESIGNATION OF THE PRESIDENT. A majority vote of the Owners present may remove the President, with or without cause. A Vice President selected by the Board shall immediately assume the role of President. Upon a vacancy for President, the Board shall immediately elect a new interim Vice President either by unanimous consent or majority vote and immediately set a Special Board Meeting for the purpose of electing a new President.

Section 8.1 of the Declaration is hereby amended and restated in its entirety as follows:

8.1 PURPOSE OF ASSESSMENTS. The Association will use assessments for the purposes of preserving and enhancing the Property, and for the common benefit of Owners and residents, including but not limited to maintenance of immovable and movable property, management and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the Board's decision with respect to the use of assessments is final. Compensation paid to a Director, Officer, or Owner must be announced to the Association upon Board approval and itemized separately in all publications addressing community financials.

Section 8.2 of the Declaration is hereby amended and restated in its entirety as follows:

8.2 PERSONAL OBLIGATION. An Owner is obligated to pay assessments levied by the Board against the Owner or their Lot. An Owner makes payment to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other person or entity regarding any matter to which this Declaration pertains. No Owner may exempt themselves from their assessment liability by waiver of the use or enjoyment of the Common Area or by the abandonment of their lot. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot. The Board may not abate (waive or reduce) assessments, correctly calculated interest, or legal fees. The Board may only abate violation fees within 6 months (180 days) of the issuance of the violation.

Section 8.3.1 of the Declaration is hereby amended and restated in its entirety as follows:

8.3.1. Regular Assessments. Regular assessments are based on the annual budget. Each Lot is liable for its equal share of the annual budget. If the Board fails to determine new regular assessments for any year, Owners will continue to pay the regular assessment as last determined. If during the course of a year the Board determines that regular assessments are insufficient to cover the estimated common expenses for the remainder of the year, the Board may increase regular assessments for the remainder of the fiscal year in an amount not to exceed \$50.00 per lot. Any increase of more than \$50.00 must be approved by a vote of the owners.

Section 8.3.3 of the Declaration is hereby amended and restated in its entirety as follows:

8.3.3 Special Assessments. In addition to regular assessments, the Board may levy one or more special assessments against all Lots for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserve funds. Special assessments require the approval of the Owners.

Section 8.4 of the Declaration is hereby amended and restated in its entirety as follows:

8.4 BASIS & RATE OF ASSESSMENTS. The share of liability for common expenses allocated to each Lot is uniform for all Lots; to an exception for, at Board discretion a premium maintenance charge for lots located on the lakes not to exceed \$50 in a calendar year.

Section 13.1 of the Declaration is hereby amended and restated in its entirety as follows:

13.1. CONSENTS REQUIRED. As permitted by this Declaration, amendments to this Declaration must be approved by Owners of at least a majority of the Lots. Approval of Owners does not require that the amendment be signed by the consenting Owners, or that consents be executed and acknowledged by the approving Owners.

Section 16.6. of the Declaration is hereby amended and restated in its entirety as follows:

16.6. Commitment to Fair Housing. The Eagles Landing Homeowners Association (HOA) is committed to upholding the principles of equal housing opportunity and will not discriminate against any homeowner or prospective homeowner based on race, color, religion, sex, national origin, familial status, disability, or any other protected characteristic as outlined by federal and state fair housing laws.

[SIGNATURE PAGE TO FOLLOW]

The Declaration, as amended hereby, is hereby ratified and confirmed.



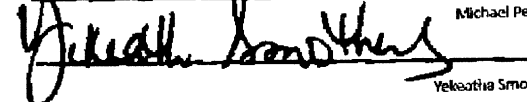
THUS, DONE AND SIGNED by the Board at Prairieville, LA, on the 8th day of December 2024,
in the presence of the undersigned Notary Public and competent witnesses.

Witnesses:


Hernando Gee

Benjamin Baker


Board of Directors


Nichole Gee

Michael Perdue

Yeketha Smothers

Notary Public

Printed Name:

LABA or Notary No:


Sarah Lynn Perdue Jones
131833

Sarah Lynn Perdue Jones
Notary Public ID# 131833
State of Louisiana
Commissioned For Life