

The Condominium Declaration duly executed, was recorded on \_\_\_\_\_, 1978 in the Records of Caddo Parish, Louisiana in Book \_\_\_\_\_, Page \_\_\_\_\_. The Condominium Plat was recorded on June 29th, 1978 in the Records of Caddo Parish, Louisiana in Book 1700, pages 51 through 67, inclusive. The Articles on Incorporation of Normandy Village Homes Association, Inc. were filed with the Secretary of State of the State of Louisiana on \_\_\_\_\_, 1978 and were recorded in the Records of Caddo Parish, Louisiana on \_\_\_\_\_ 1978 in Book \_\_\_\_\_, page \_\_\_\_\_. The By-Laws of Normandy Village Homes Association, Inc. were recorded in the Records of Caddo Parish, Louisiana on \_\_\_\_\_ 1978 in Book \_\_\_\_\_, page \_\_\_\_\_.

STATE OF LOUISIANA  
PARISH OF CADDO

CONDOMINIUM DECLARATION  
CREATING AND ESTABLISHING  
CONDOMINIUM PROPERTY REGIME

NORMANDY VILLAGE, INC., a Louisiana corporation, (hereinafter sometimes referred to as "Developer"), expressly declares its desire to submit the property and improvements hereinafter described to a Condominium Property Regime established by the Condominium Act of the State of Louisiana, LSA-R.S. 9:1121, et seq.

RECITALS, INTENT AND PURPOSES

WHEREAS, Developer is the owner of the fee simple title to that certain immovable property situated and being in the Parish of Caddo, State of Louisiana, described as follows:

A tract of land lying in the Southwest Quarter of Southeast Quarter, Section 12, Township 17 North, Range 14 West, in the City of Shreveport, Caddo Parish, Louisiana and bounded by Fairfield Avenue, Dudley Drive, Ratcliff Street and the property of the Fairfield Manor Apartments, being more particularly described as follows: BEGINNING at a point 30 feet West of and 491.0 feet at N 0 deg. 33 min. East of the Southeast corner of said Southwest Quarter of said Southeast Quarter (point of beginning being the Northwest Corner of the intersection of the Streets Dudley Drive and Fairfield Avenue) proceed West a distance of 499.6 feet along the North right-of-way line of said Dudley Drive to the East line of the property of Fairfield Manor Apartments: THENCE North 0 deg. 33 min. East along said East line of said Fairfield Manor property a distance of 497.34 feet: THENCE North 2 deg. 30 min. East a distance of 221.3 feet; Thence South 66 deg. 27 min. East a distance of 81.95 feet to the point of tangent of the South Right-of-Way line of Ratcliff Street; THENCE Easterly along a curve to the left a distance of 274.17 feet (said curve having a radius of 766.27 feet and a central angle of 20 deg. 30 min.); THENCE South 0 deg. 33 min. West a distance of 140.0 feet; THENCE South 89 deg. 34 min. East a distance of 150.0 feet to the West Right-of-Way line of said Fairfield Avenue; THENCE South 0 deg. 33 min. West along said Right-of-Way line of Fairfield Avenue a distance of 494.3 feet to the Point of Beginning.

WHEREAS, by this Condominium Declaration, it is intended to subdivide the Property into separate parcels of immovable or real property which, in accordance with the provisions herein contained, shall be subjected to the benefits and burdens of a Condominium Property Regime (said Condominium Property Regime sometimes hereinafter referred to as "Condominium"); and

WHEREAS, a condominium is a method of ownership which, when applied to these multi-unit buildings, provides for a separate title to each residential unit and a portion of the underlying land, which title additionally consists of an undivided interest in and to all of the Property that remains other than the units (hereinafter sometimes collectively referred to as a "condominium parcel"), and

WHEREAS, notwithstanding such separation of title, however, the Developer by placing the condominium plan into effect will establish a plan of ownership in indivision of common elements of said Property (as shown on Plat of Survey of Land and Building Plans, attached hereto as Exhibits "B" and "A" respectively), among the owners of the individual units, which common elements will be used and controlled in a manner consistent both with the needs and desires of the unit owners and the community in which the Property is located; and

WHEREAS, it is desirable, therefore, that this Condominium Declaration provide the basic requirements to effect such purposes and provide for proper use of the Property, and that within these basic requirements, an Association, hereinafter referred to, and its Board of Directors shall have the right and duty to effect and carry out the purposes of this Condominium;

NOW, THEREFORE,

STATEMENT OF DECLARATION. Developer hereby declares on behalf of himself, his successors, grantees and assigns as well as to any and all persons having, acquiring, or seeking to have or acquire any interest of any nature whatsoever in and to any part of the Property as follows:

The Property from and after the date of recordation of this Condominium Declaration in the Office of the Clerk of Court, in and for the Parish of Caddo, State of Louisiana, shall be and continue subject to each and all of the terms hereof until this Condominium Declaration is terminated or abandoned in accordance with provisions herein elsewhere contained.

I.

DEFINITIONS

As used herein or elsewhere in this Condominium Declaration and all exhibits thereto, unless otherwise provided, or unless the context requires otherwise, the following terms shall be defined as in this Article provided.

1. Unit. Any one of those parts of the condominium improvements, including one or more rooms and occupying one or more floors or a part or parts thereof and designated portions of the land underlying said improvements, as separately described on the attached Building Plans and Plat of Survey, (Exhibits "A" and "B" attached hereto) as "unit" followed by a number; provided, however, that no structural components, pipes, drains, wires, conduits, ducts, flues, shafts contained within a multi-unit building or public utility lines situated within a unit and forming part of any system serving one or more other units or the Common Elements shall be deemed to be part of said Unit.

2. PERSON. Any natural individual, firm, corporation, partnership, association, trust or other legal entity capable of holding title to immovable property, including the Developer.

3. Unit Owner. The person or persons who own a unit in the Condominium.

4. Condominium Parcel. An individual unit plus its appurtenant percentage undivided ownership interest in the Common Elements of the Condominium.

5. Common Assessment. Those funds required for the payment of common expenses of the Condominium such as the costs of maintaining, operating, repairing and managing certain designated portions of the Property, which from time to time, are assessed by the Association to and Paid by the Unit Owners. Each Unit Owner's percentile share of the common expenses is set forth in Schedule "I", unless specifically otherwise provided.

6. Association. "The Normandy Village Homes Association, Inc.", a Louisiana non-profit corporation, or any successor entity, is the governing body composed of all the Unit Owners and the entity responsible for the administration and operation of the property.

7. Building(s). The immovable property located at Fairfield Avenue, Shreveport, Louisiana, and forming part of the Property and containing the units, as described on the attached Building Plans (Exhibit "A").

8. Common Elements. All that part of the Property (movable or immovable property) which is not within or a part of units as the units are shown on the attached Building Plans (Exhibit "A") and Plat of Survey (Exhibit "B"), or which exist within units by virtue of a servitude created herein. Each unit's undivided percentage ownership interest in the Common Elements of the Condominium shall be as set forth in Schedule "I", attached hereto.

9. Common Expenses. The expenses for which the Unit Owners will be assessed by the Association, which expenses shall include, but are not limited to, the actual or estimated costs of:

(a) ad valorem taxes and other taxes of all kinds which are levied against the Property and which are not levied against an individual Unit or Unit Owner;

(b) maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace;

(c) utilities incurred in operation of the Common Elements not otherwise paid by any individual Unit Owner or Owners;

(d) management and administration of the Association, including, without limiting the same, to any compensation paid by the Association to a managing agent, accountants, attorneys, and other employees;

(e) liability and casualty insurance carried with respect to the Property;

(f) any other item held by or in accordance with this Condominium Declaration or recorded amendment thereto to be a Common Expense.

10. Common Surplus. The excess of all receipts of the Association including but not limited to common assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses. Each unit's percentage interest in the Association's common surplus shall be the same as such unit's percentage obligation for the payment of the Common Expenses assessed by the Association (See Schedule "1", attached hereto).

11. Condominium Documents. The Condominium Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said Exhibits are as follows:

Exhibit A - Building Plans

Exhibit B - Plat of Survey

Schedule 1 - Percentage obligations for Common Expense Assessments of individual units and the percentages of undivided ownership of the Common Elements appurtenant to each unit.

Schedule 2 - Percentage obligations for payment of casualty and public liability insurance carried on the Property.

12. Developer. Normandy Village, Inc., its assigns and/or successors.

13. Property. The land in the Condominium, whether or not contiguous, and all improvements thereon and all servitudes and rights appurtenant thereto for use in connection with the Condominium.

## II.

### USE OF COMMON ELEMENTS

The Common Elements shall be used in accordance with and subject to the following provisions.

1. Covenant Against Partition. In order to effectuate the intent hereof and to preserve the Condominium and the Condominium method of ownership, the Common Elements shall remain undivided and no person, irrespective of the nature of his interest in the Common Elements, shall bring any action or proceeding for partition or division of the Common Elements or any part hereof until the termination of the Condominium Regime established by this Condominium Declaration in accordance with provisions herein elsewhere contained or until the Property is no longer tenatable, whichever first occurs.

2. Rules and Regulations Promulgated by Association. No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate rules and regulations limiting the the use of the Common Elements to members of the Association and their respective families, guests, invitees and servants.

3. Maintenance. Maintenance, repair, management and operation of the Common Elements shall be the responsibility of the Association, but nothing herein contained shall be construed so as to preclude the Association from delegating to persons or firms of its choice such duties as may be imposed upon the Association by the Board of Directors of the Association.

4. Expense of Maintenance. Expenses incurred or to be incurred for the maintenance, repairs, management and operation of the Common Elements shall be collected from Unit Owners as assessed, in accordance with provisions contained in Article X hereof.

5. Use of Common Elements. Subject to the Rules and Regulations from time to time pertaining thereto, all Unit Owners may use the Common Elements in such manner as will not restrict, interfere with or impede the use thereof by other Unit Owners.

6. Alterations and Improvements. The Association shall have the right to make or cause to be made such alterations and improvements to the Common Elements (which do not prejudice the rights and property of any Unit Owner unless his written consent has been obtained), provided the making of such alterations and improvements are first approved by the affirmative vote of seventy-five (75%) percent of the Unit Owners, in number. The costs of such alterations and improvements shall be assessed as Common Expenses, unless in the judgment of not less than eighty (80%) percent of the Board of Directors, the same are exclusively or substantially exclusively for the benefit of less than all of the units, in which case the benefited Unit Owner(s) shall be assessed therefore in such proportions as they approve jointly and failing such approval, in such proportions as may be determined by the Board of Directors of the Association. Notwithstanding anything above to the contrary, the Association shall have the authority to effect improvements to the Condominium Property having a cost greater than ten (10%) percent of the Unit Owners approve the said proposed improvements.

7. Undivided Shares of Unit Owners in Common Elements. The percentage undivided shares of the Unit Owners in the Common Elements shall be in the respective percentages set forth in Schedule "I" annexed hereto and may be altered only by amendment executed in form for recording by one hundred (100%) percent of the Unit Owners. No such alteration shall affect the lien of prior recorded mortgages unless written consent of the holder of such mortgage is obtained and recorded.

8. Common Elements Appurtenant. The undivided share of a Unit Owner in the Common Elements is appurtenant to the Unit owned by him, and inseparable from ownership of the Unit, and shall not be the object of an action for partition or division of the common ownership established by this Condominium Declaration.

### III.

#### MAINTENANCE AND REPAIR OF UNITS AND COMMON ELEMENTS

1. The Association. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of:

(a) all portions of the Units which contribute to the support of the Building(s), excluding, however, interior walls and floor surfaces, and including, without intending to limit the same, outside walls and windows, structural slabs, roofs and load-bearing columns and load-bearing walls;

(b) all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be contained in a Unit but excluding therefrom appliances and plumbing fixtures;

(c) all incidental damage caused to a Unit and its contents by such work as may be done or caused to be done by the Association in accordance herewith.

(d) all land within the Condominium Regime, whether classified as part of an individual Unit or as a Common Element.

2. Individual Unit Owners. The responsibilities of the respective Unit Owners with respect to the Property shall be as follows:

(a) to maintain, repair and replace at his expense all portions of his respective Unit except the portions of each Unit specifically designated to be maintained, repaired and replaced by the Association; including, but not to be limited to the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, lighting fixtures, refrigerators, air conditioning equipment, dishwashers, disposals or ranges, that may be in or connect with his Unit.

(b) to perform his responsibilities in such manner as not unreasonable to disturb other persons residing within the Building(s);

(c) not to paint or otherwise decorate or change the appearance of any portion of the Building(s) not within the walls of the respective unit, unless the written consent of the Association is obtained;

(d) to promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association;

(e) not to make any alterations in the portions of a Unit or the Building(s) which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness or appearance of the Building(s) without first obtaining the written consent of the Board of Directors of the Association. Nor shall any Unit Owner or Owners for whose benefit such servitude exists.

3. No Contractual Obligation. Nothing herein contained shall be construed to impose a contractual liability upon the Association for maintenance, repair and replacement and the Association's liability shall be limited to damages resulting from the negligence of the Association or its agents.

#### IV.

##### UNITS SHALL BE CONSTITUTED AS FOLLOWS:

1. Immovable Property. Each Unit as shown on the Plat of Survey, and the Building Plans (Exhibits "B" and "A" attached hereto) and together with all appurtenances thereto, and particularly its appurtenant undivided percentage ownership interest in the Common Elements shall, for all purposes, constitute a separate parcel of immovable property which may be owned in complete ownership in the same manner as any other parcel of immovable property, independently of all other parts of the Property, subject only to the provisions of this Condominium Declaration.

2. Unit Boundaries. Each Unit shall be bounded as to both horizontal and vertical boundaries as shown on the Building Plans subject to such encroachments as are contained in the Buildings whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. It is intended that all Units shall be bounded on their vertical planes by the midpoint of the common wall or walls separating one Unit from another.

In those instances where a Unit is not bounded vertically on one side by another Unit, said Unit shall be constituted to include the entirety of its boundary wall. All Units shall be constituted to include their respective roofs and foundations. A servitude of support is expressly created hereby for all common walls separating individual Units.

Each Unit shall additionally include those portions of the immovable property described on page 1 hereof as is shown and described on the Plat of Survey, attached hereto.

In interpreting deeds and the Building Plans the existing physical boundaries of a Unit or of a Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed or Building Plans, regardless of settling or lateral movement of any building or Unit and regardless of minor variance between boundaries shown on the Plans or in the deed and those of such Building.

The Developer reserves the right to change the interior design and arrangement of all Units and to alter the boundaries between Units, so long as the Developer owns the Units so altered. Any such change shall be reflected by an amendment of this Declaration through amendment of the Building Plans and Specifications, which amendment may be executed by the Developer alone, notwithstanding the procedures for effecting amendments to this Declaration described in Article XII of this Declaration. However, no such change shall increase the number of Units nor alter the boundaries of the Common Elements and the other individual Units without amendment of this Declaration in the manner described in Article XII of this Declaration. If more than one Unit is altered the Developer shall, if appropriate, reapportion the undivided ownership shares in the Common Elements and percentage obligations for the Common Expenses among the altered Units.

3. Appurtenances. Each Unit shall include and the same shall be transferred with each Unit as an inseparable appurtenance thereto, whether or not separately described, conveyed, or encumbered, all of the rights, title and interest and obligation of a Unit Owner in and to the Property, which shall include but not be limited to:

(a) Common Elements: an undivided percentage share of the ownership of the Common Elements, such undivided share to be that percentage set forth in Schedule "I";

(b) Servitudes for the benefit of the Unit;

(c) Association membership and a proportionate amount of any Common Surplus or other assets held by the Association for the benefit of the Unit Owners;

(d) The following servitudes shall exist from each Unit Owner to every other Unit Owner and to the Association;

(i) Ingress and Egress. Servitudes through the Common Elements and those portions of the land comprising part of an individual unit which are paved for use as walkways or sidewalks for ingress and egress for all persons making use of such Common Elements and for ingress and egress to the individual Units in accordance with the terms of this Condominium Declaration.

(ii) Maintenance, Repair and Replacement. Servitudes through the Units and Common Elements for maintenance, repair and replacement by the Association of portions of the Units and Common Elements. Use of



these servitudes, however, for access to the individual units shall be limited to reasonable hours, except that access may be had by agents of the Association at any time in case of emergency.

(iii) Structural Support. Every tangible portion of a Unit which contributes to the Structural support of the Building(s) or other Units shall be burdened with a servitude of structural support for the benefit of the Common Elements and the other Units.

(iv) Utilities. Servitudes through the Units and Common Elements for all facilities for the furnishing of utility services within the Building(s), which facilities shall include but not be limited to conduits, ducts, plumbing and wiring.

V.

#### USE RESTRICTIONS AND CONDITIONS

In order to provide for a congenial occupation of the Building(s) and Property and to provide for the protection and maintenance of the market value of the Condominium Parcels, the use of the Property shall be restricted in accordance with the following provisions:

1. Single Family - Residential. The Units shall generally be used for single-family residences. A Unit may not be used for commercial purposes.

2. Common Elements. The Common Elements shall be used for the furnishing of services and facilities for which the same are reasonably intended and for the enjoyment of the Unit Owners and their invitees.

3. Nuisances. No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents. All Parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or of the Common Elements which will increase the premium rate of casualty or liability insurance upon the Condominium Property, except with the express approval of the Association.

4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of Unit Owners and the Association of employing with the requirements of governmental bodies which require maintenance, modification or repair of the Property shall be the same as hereinabove provided for the maintenance and repair of that portion of the Property subject to such requirements.

5. Interpretation. In interpreting deeds, mortgages and Building Plans, the existing physical boundaries of a Unit or of a Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage or Building Plans, regardless of settling or lateral movement of the Building(s) and regardless of minor variance between boundaries shown on the Building Plans or in the deed and those of the Building(s).

6. Rules and Regulations. Rules and Regulations concerning use of the Property may be promulgated by the Association as hereinabove set forth; provided, however, that copies of such Rules and Regulations are furnished to each Unit Owner prior to the time that the same become effective.

7. Developer's Use. Until the Developer has sold all of the Units, neither the Unit Owners nor the Association nor the use by the Association of the Property shall interfere with the sale of the Units remaining unsold. The Developer may make such use of the unsold Units and Common Elements as may facilitate such sale, including but not limited to, showing of the Property and the display of signs advertising the Units for sale.

## VI.

### ADMINISTRATION

The Administration of the Property, including, but not limited to, the acts required of the Association, shall be governed by the following provisions:

1. The Association shall be organized as a non-profit corporation, the members of which are the Unit Owners of Units with a Board of Directors elected by said Unit Owners.

2. The duties and powers of the Association shall be those set forth in this Condominium Declaration and in the Bylaws of the Association, together with those reasonably implied to effect the purposes of the Association and this Condominium Declaration; provided, however, that if there are conflicts or inconsistencies between this Condominium Declaration and the Bylaws, the terms and provisions of this Condominium Declaration shall prevail and the Unit Owners hereby covenant to vote in favor of such amendments in the By-Laws as will remove any such conflicts or inconsistencies. The powers and duties of the Association shall be exercised in the manner provided by the By-Laws, and any duties or rights of the Association which are granted by or to be exercised in accordance with the provisions of this Condominium Declaration shall be so exercised except that wherever this Condominium Declaration requires the act or approval of the Board of Directors of the Association, such act or approval must be that of the Board done or given in accordance with the procedures provided in the By-Laws.

3. Notice or demands, for any purpose, shall be given by the Association to Unit Owners and by any Unit Owner to the Association and other Unit Owners in the manner provided for notices to members of the Association contained in the By-Laws of the Association.

4. All income received by the Association may, within the discretion of the Board of Directors, be used for the purpose of reducing prospective Common Expenses (prior to establishing the annual assessment for Common Expenses), or to establish such reserves as the Board of Directors may in its discretion determine.

VII.

INSURANCE

The insurance which shall be carried upon the Property shall be governed by the following provisions:

1. Authority to Purchase: All casualty and public liability insurance policies upon the Property (except as hereinafter allowed) shall be purchased by the Association for the benefit of the Unit Owners and their respective mortgagees as their respective interests may appear and shall provide for the issuance of certificates of mortgage insurance endorsements to the holders of mortgages on the Units or any of them, and shall provide that the insurer waives its rights of subrogation as to any claims against individual Unit Owners, the Association and their respective servants, agents, and guests. Such policies and endorsements shall be deposited with the Association.

2. Unit Owners: Each Unit Owner may obtain insurance, at his own expense, affording additional coverage upon his Condominium Parcel and upon his personal property and for his personal liability and as may be required by law, but all such insurance shall contain the same waiver of subrogation as that referred to in subsection 1. Unit Owners shall be required to file copies of any such individual unit owners policies with the Association within thirty (30) days following purchase of any such policy.

3. Coverage:

(a) Casualty. The Building(s) and all other insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually through an appraisal by the insurance company affording such coverage. Such coverage shall afford protection against:

(i) Loss or damage by fire and other hazards covered by the standard extended coverage endorsements;

(ii) Such other risks as from time to time customarily shall be covered with respect to properties similar in construction, location and use as the Property, including, but not limited to, vandalism, malicious mischief, windstorm and water damages.

(b) Public Liability Insurance in such form and in such amounts as shall be required by the Association. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to another Unit Owner;

(c) Workmen's Compensation insurance sufficient to meet the requirements of law;

(d) Casualty insurance coverage of Units by the Association shall include to the extent obtainable;

(i) Endorsements insuring the bathroom and kitchen equipment (but not including furniture, furnishings, special paneling, wall coverings, carpeting, paintings, or other personal property supplied or installed by Unit Owners), together with all air conditioning equipment and other service machinery contained therein, covering the interest of the Condominium Association, the Board of Directors and all Unit Owners

and their mortgagees, as their interests may appear, in an amount equal to full replacement value, without deduction for depreciation; each of such policies shall contain a Louisiana Standard Mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Directors, hereinafter set forth;

- (ii) Boiler and machinery insurance;
- (iii) Glass insurance;
- (iv) Water damage insurance; and
- (v) Such other insurance as the Board of Directors may determine.

4. Premiums: Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the individual Unit Owners as a Special Common Expense, in the percentages set forth in Schedule 2 hereof.

5. All other insurance which the Association is obligated by this Condominium Declaration to obtain, shall be written in the name of the Association or any person designated by the Board of Directors of the Association as its insurance trustee insuring each Unit Owner, and his mortgagee, if any, both of whom shall be a beneficiary, even though not expressly named, in the percentages or fractions established in Schedule 2 of this Declaration. In the event of loss the Association is irrevocably designated as trustee of each of the Unit Owners for the purpose of adjusting losses with the carrier on any master policy, and shall have full control of the proceeds received for casualty loss for the purpose of reconstruction of the Property.

The Association shall be required to make every effort to secure insurance policies providing:

- (a) Waiver of subrogation by any insurer as to any claims against the Association, Manager and Owners, their respective families, servants, agents and guests;
- (b) That any Master Policy not be cancellable, invalidated or suspended on account of the conduct of the individual Unit Owners, or their respective families, servants, agents and guests;
- (c) That the Master Policy not be cancellable, invalidated or suspended on account of the conduct of the Association or its agents without prior written demand that the Association cure the defect;
- (d) That the "no other insurance" clause in the Master Policy exclude Unit Owners' Policies from consideration;
- (e) That any Master Policy not be called into proration or contribution with any insurance policies taken out by any individual Unit Owner.

In the event a Unit Owner may carry property or liability insurance individually upon his interest in the project, which, in case of loss, results in proration of insurance proceeds between the Master Policy carried by the Association and the individual Unit

Owner's policy shall be payable to the Association, who is irrevocably designated as trustee of each insuring Unit Owner for the purpose of reconstruction. Any over-plus remaining upon completion of reconstruction directly affecting any such Unit Owner shall thereupon be paid by the Association to such Unit Owner.

6. Proceeds on account of damage to Units shall be held in the following undivided shares:

(1) When the Building(s) is to be restored - for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be reasonably determined by the Association.

(2) When the Building(s) is not to be restored - an undivided share for each Unit Owner, such share being the same as the undivided percentage share listed in Schedule 2 hereof.

Proceeds on account of damage to Common Elements shall be held in undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

7. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee of the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trustee. All expenses of any Insurance Trustee shall be first paid or provision made therefore.

(b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to the Association to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. The foregoing is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(c) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. The foregoing is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(d) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee, if any, may rely upon a certificate of the Association as to the names of the Unit Owners and their respective percentage shares of the distribution (Schedule 2).

VIII.

RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE:

If any part of the Property shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

1. Partial destruction shall be deemed to mean destruction or damage to an extent of not more than one-fourth (1/4) of the then appraised value of the improvements. In the event the Property is partially destroyed, it shall be reconstructed or repaired unless at a meeting of the members of the Association which shall be called prior to commencement of such reconstruction or repair, this Condominium Declaration is terminated.

2. Total destruction shall be deemed to mean destruction or damage to an extent of more than one-fourth (1/4) of the then appraised value of the improvements. In the event the Property is totally destroyed it shall not be reconstructed or repaired unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty or if by such date the insurance loss has not been finally adjusted, then within 30 days thereafter, the Unit Owners unanimously vote in favor of such reconstruction or repair.

3. Any such reconstruction or repair shall be substantially in accordance with the Building Plans and Specifications (Exhibit "A" attached hereto).

4. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by a Unit Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the Building Plans and Specifications or as the Buildings were originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Building stands.

5. Responsibility: If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

6. Estimate of Costs: Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such Bonds as the Board of Directors desires.

7. Assessments: If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction (including the aforesaid fees and premiums, if any) assessments shall be made against the Unit Owners in sufficient amounts to provide funds to pay the estimated costs. If any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs.

8. Insurance Adjustments: Each Unit Owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the damage is restricted to one Unit, subject to the rights of mortgagees of such Unit Owners.

IX.

TAXES AND SPECIAL ASSESSMENTS

1. The assessment of each of the Units for taxes and special assessments by governmental bodies may be done in the following manner:

(a) Determination of Value: The total value for the tax or assessment roll for the Property shall be determined without regard to the Units against which individual taxes and assessments may be levied.

(b) Allocation of Assessments to Units: The assessments for each Unit shall be in an amount equal to the owner's share in the Common Elements.

2. During the period of time the taxes and special assessments upon the Property or any portion thereof are not assessed to Units as aforesaid, the taxes and assessments not separately assessed to Units shall be included in the budget of the Association and shall be paid by the Association. The Association shall assess each Unit Owner in accordance with the manner hereinabove set forth for allocation of taxes and special assessments by Tax Assessors.

X.

ASSESSMENTS

Assessments against the Unit Owners shall be made by the Board of Directors of the Association and paid by the Unit Owners to the Association in accordance with the following provisions:

1. Share of Expenses: Common Expenses - Each Unit Owner shall be liable for his Share of the Common Expenses (Schedule No. 1 attached hereto) and any Common Surplus shall be owned by each Unit Owner in a like share.

2. Assessments other than Common Expenses: Any assessments, other than Assessments for Common Expenses, the authority to levy which is granted to the Association or its Board of Directors by the Condominium Declaration, shall be paid by the Unit Owners to the Association in the proportions set forth in the provision of the Condominium Declaration authorizing such extraordinary assessment.

3. Accounts: All sums collected by the Association from Assessments (for common expenses or otherwise) may be comingled in a single fund but they shall be held for the Unit Owners in the respective shares in which they are paid and shall be credited to individual accounts. Such accounts shall be as follows:

(a) Common Expense Account - to which shall be credited all collections of assessments for all Common Expenses as well as payments received for defraying costs for the use of Common Elements, if any;

(b) Alterations and Improvement Account - to which shall be credited all sums collected for alteration and improvement assessments;

(c) Reconstruction and Repair Account - to which shall be credited all sums collected for reconstruction and repair assessments;

(d) Reserve Account - to which shall be credited all sums collected as a reserve for replacement of portions of the Building(s) subject to periodic depreciation.

4. Assessments for Common Expenses: Assessments for common expenses shall be made for the calendar year annually in advance on or before the second Monday in December of the year preceding that year for which the assessments are made and at such other and additional times as in the judgment of the Board of Directors additional Common Expense assessments are required for the proper management, maintenance, and operation of the Property. Such annual assessments shall be due and payable in twelve (12) equal consecutive monthly payments, in advance, on the first day of each month, beginning with January of the year for which the assessments are made. The total of the assessments shall be in the amount of the estimated Common Expenses for the year including a reasonable allowance for contingencies and reserves less the amounts of unneeded Common Expense Account balances and less the estimated payments to the Association for defraying the costs of the use of Common Elements. If an annual assessment is not made as required, a payment in the amount required by the last prior monthly Common Expense assessment shall be due upon each monthly assessment payment date until changed by a new annual assessment.

Other assessments shall be made in accordance with the provisions of the Condominium Documents and if the time of payment is not set forth in the Condominium Documents, the same shall be determined by the Board of Directors of the Association.

5. Assessments for Non-Recurring Capital Expenditures: The Board of Directors shall be empowered to initially assess all owners purchasing one or more Units from the Developer, an amount set forth in the Property's Estimated Operating Budget, to defray capital expenditures and expenses required to commence operation and maintenance of the Property. Such assessment is payable in full within sixty (60) days after the date when due and the failure of a Unit Owner to pay within the prescribed period is subject to the penalties and remedies prescribed herein for enforcement of Common Expense assessments.

6. Assessment Roll: The assessments against all Unit Owners shall be set forth upon a roll of the Units which shall be available in the Office of the Association for inspection at all reasonable times by the Unit Owners. Such roll shall indicate for each Unit the name and address of the Owner of Owners, the assessments for all purposes and the amounts of the assessments paid and unpaid.

7. Liability for Assessments: Liability for common expense assessments may not be avoided by a waiver of the use or enjoyment of any Common Element or by abandonment of the Unit to which the assessments are made. A purchaser of a Unit, at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable only for assessments coming due after such sale and for that portion of delinquent assessments re-assessed to the owners of Units after the date of any such sale. Such a purchaser as aforesaid shall be entitled to the benefit of all prepaid assessments paid beyond the date such purchaser acquires title.



8. Lien for Delinquent Common Expenses: The unpaid portion of a Common Expense assessment which is delinquent shall be secured by a lien upon the condominium parcel of the delinquent Unit Owner after filing for record of a claim of lien by the Association in the office of the Recorder of Mortgages for Caddo Parish. The Association shall not, however, record such a claim of lien until the Common Expense assessment is unpaid for not less than sixty (60) days after it is delinquent. At least seven (7) days prior to filing such a claim of lien, the Association shall deliver, by registered mail, to the delinquent Unit Owner, a statement setting forth the amount of delinquent common expenses, the date such expenses became delinquent, and a statement indicating the Association's intent to file a claim of lien upon his Condominium Parcel. Such a claim of lien shall include only Common Expense assessments which are delinquent for the requisite time period prior to the date the claim of lien is filed for record.

9. Collections:

(a) Delinquent Date; Interest; Application of Payments: Assessments or installments thereof (other than assessments for Emergencies which cannot be paid from the Common Expense Account) must be paid within ten (10) days after the date when due and become immediately delinquent thereafter. Assessments for Emergencies must be paid within thirty (30) days after the date when due. All assessments not paid within the prescribed ten (10) or thirty (30) day periods, whichever is applicable, may bear a penalty as determined by the Board of Directors. All payments upon account shall be applied first to penalty and then to the assessment payment first due. All penalties so collected shall be credited to the Common Expense Account.

(b) Suit: The Association at its option may enforce collection of delinquent assessments by suit at law or by any other competent proceeding and in either event, the Association shall be entitled to recover in the same action, suit or proceeding all assessments plus penalties which are delinquent at the same time of judgment or decree together with interest thereon at the rate of eight (8%) percent per annum, and all costs incident to the collection and the action, suit or proceedings, including, without limiting the same to reasonable attorney's fees.

XI.

COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Condominium Declaration and all exhibits thereto, and as they may be amended from time to time. A default shall entitle the Association or other Unit Owners to the following relief:

(a) Legal Proceeding: Failure to comply with any of the terms of the Condominium Declaration and Exhibits thereto shall be ground for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association or if appropriate, by an aggrieved Unit Owner.

(b) A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, as determined by the Board of Directors of the Association within its discretion, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

(c) Costs and Attorneys' Fees: In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

(d) No Waiver of Rights: The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Declaration shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

(d) All rights, remedies and privileges granted to the Association or a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Declaration shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

## XII.

### AMENDMENT

The Condominium Declaration and all exhibits thereto may be amended in the following manner:

(1) Notice: Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the notice of any meeting at which a proposed amendment is considered.

(2) Resolution: A Resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the Unit Owners meeting as members of the Association and after being proposed by either of such bodies must be approved by the Unit Owners. Owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approvals must be by not less than seventy-five percent (75%) in number of the Unit Owners.

(3) Recording: A copy of each amendment shall be certified by at least two (2) officers of the Association as having been duly adopted and shall be effective when filed for record in the Conveyance Records of Caddo Parish, Louisiana. Copies of same shall be sent to each Unit Owner in the manner elsewhere provided for the giving of notices but the same shall not constitute a condition precedent to the effectiveness of such amendment.

XIII.

TERMINATION

The Condominium shall be terminated, if at all, in the following manner:

1. In General. The termination of the Condominium may be effected by the agreement of eighty (80) percent of all Unit Owners, voting in accordance with their percentage ownership interests in the Common Elements, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such instrument has been filed for record in the Conveyance Records of Caddo Parish, Louisiana.

2. Destruction. If it is determined in the manner elsewhere provided, that all or a portion of the Property will not be reconstructed after casualty, the Condominium Regime will be terminated and the Condominium Declaration revoked as to that portion of the Property not reconstructed. The determination not to reconstruct after casualty shall be evidenced by a Certificate of the Association certifying as to the facts effecting the termination, which Certificates shall become effective upon being filed for record in the Conveyance Records of Caddo Parish, Louisiana.

3. Shares of Unit Owners After Termination. After termination of the condominium regime as to all or a portion of the Property, the terminating Unit Owners shall own that portion of the Property withdrawn from the Condominium Regime as owners in indivision and the holders of mortgages and liens against the condominium parcels formerly owned by such Unit Owners shall have mortgages and liens upon the respective undivided shares in the property of the former Unit Owners. Each such Unit Owner shall own, following termination, an undivided interest in the Property equal to his former proportionate (by comparison to other terminating Unit Owners) ownership in the Common Elements (Schedule 1). All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the Unit Owners in proportion to the relative amount of the assessments paid by each Unit Owner, and the proportionate amount of insurance on each respective Unit. The cost incurred by the Association in connection with any termination shall be assessed to such former Unit Owners in the same manner as a Common Expense.

4. Following termination, that portion of the Property (or all) removed from the Condominium Regime may be partitioned and sold upon the application of a withdrawing Unit Owner.

5. The members of the Board of Directors acting collectively as agents for all Unit Owners, shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

XIV

COVENANTS RUNNING WITH THE LAND

All provisions of this Condominium Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein including, but not limited to, every Condominium Parcel and the

appurtenances thereto; and every Unit Owner, and claimant of the Property, or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of this Condominium Declaration.

XV.

SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any article, section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium shall not affect the validity of the remaining portions thereof.

XVI.

CONDEMNATION

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium Association acting through its Board of Directors. In the event of a partial taking, the award therefore shall be allocated to the respective Unit Owners according to their undivided interest in the Common Elements, except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by a particular unit, which shall be payable to the owner of such units or their mortgagees, as their interests may appear. Where, as a result of a partial taking if any Unit is decreased in size or where the number of Units is decreased by a partial taking, the Board of Directors of the Condominium Association shall make such provision for realignment of the percentage interest in the Common Elements, percentage obligations for payment of Common Expenses and percentage voting rights as shall be just and equitable. In the case of a total taking of all Units in the Common Elements, the entire award shall be payable to the Board of Directors of the Condominium Association to be distributed to the Unit Owners or their mortgagees, as their interest may appear, in accordance with their respective percentage interest in the Common Elements.

IN WITNESS WHEREOF, the Developer has executed this Condominium Declaration the day and year first above written.

WITNESSES:

PRODUCTS, INCORPORATED

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Notary Public