## PURCHASER INFORMATION BOOKLET



Normandy Village

in the City of Shreveport, Louisiana

NORMANDY VILLAGE, INC.

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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 87, 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 \_\_\_\_\_\_\_\_. The By-Laws of Normandy Village Homes Association, Inc. were recorded in the Records of Caddo Parish, Louisiana on \_\_\_\_\_\_\_\_. 1978 in Book \_\_\_\_\_\_\_. 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 O 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. <u>PERSON</u>. Any natural individual, firm, corporation, partnership, association, trust or other legal entity capable of holding title to immovable property, including the Developer.

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

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

5. <u>Common Assessment</u>. 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 "1", 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. <u>Building(s)</u>. 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. <u>Common Elements</u>. 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. <u>Common Expenses</u>. 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 sociation, 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. <u>Common Surplus</u>. 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. <u>Condominium Documents</u>. 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. <u>Developer</u>. Normandy Village, Inc., its assigns and/or successors.

13. <u>Property</u>. 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. <u>Covenant Against Partition</u>. 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. <u>Rules and Regulations Promulgated by Association</u>. 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.

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3. <u>Maintenance</u>. 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. <u>Expense of Maintenance</u>. 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.

Alterations and Improvements. The Association shall 6. 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 "1" 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. <u>Common Elements Appurtenant</u>. 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. <u>The Association</u>. 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. <u>Individual Unit Owners</u>. 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. <u>No Contractual Obligation</u>. 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 indivudual 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. <u>Appurtenances</u>. 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 "1";

(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) <u>Ingress and Egress</u>. 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) <u>Maintenance, Repair and Replacement</u>. 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) <u>Structural Support</u>. 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 maintenence of the market value of the Condominium Parcels, the use of the Property shall be restricted in accordance with the following provisions:

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

2. <u>Common Elements</u>. 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. <u>Nuisances</u>. 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. <u>Rules and Regulations</u>. 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. <u>Developer's Use</u>. 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.

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#### 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) <u>Casualty</u>. 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

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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. <u>Premiums</u>: 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. <u>Distribution of Proceeds</u>. 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 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. <u>Responsibility</u>: 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. <u>Assessments</u>: 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. <u>Insurance Adjustments</u>: 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) <u>Determination of Value</u>: 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) <u>Allocation of Assessments to Units</u>: 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.

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#### 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. <u>Share of Expenses</u>: 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) <u>Common Expense Account</u> - 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) <u>Alterations and Improvement Account</u> - to which shall be credited all sums collected for alteration and improvement assessments;

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

(d) <u>Reserve Account</u> - 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. <u>Assessments for Non-Recurring Capital Expenditures</u>: 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. <u>Assessment Roll</u>: 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 <u>purchaser of</u> a Unit, at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of forclosure 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.

Lien for Delinquent Common Expenses: The unpaid portion 8. 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) <u>Suit</u>: 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) <u>No Waiver of Rights</u>: 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) <u>Notice</u>: 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) <u>Resolution</u>: 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 not less than seventy-five percent (75%) in number of the Unit Owners.

(3) <u>Recording</u>: 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. <u>In General</u>. 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.

Shares of Unit Owners After Termination. After termination 3. 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

#### PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS

3

UNIT NO.	OWNERSHIP
101 🗸	.013963
201	.013963
102 /	.013963
2.02 -	.013963
103 -	
203	.010868
	.01.0868
104	.010868
204	.010868
105 -	.010699
205	.010699
106	.010699
206/ 9	.010699
107	.010699
207 🗸	.010699
108	.010699
208	.010699
109	.007885
209	.007885
110	.007885
210	.007885
111	.007885
211	.007885
112/17	
	.007885
212	,007885
114	.007885
214	.007885
115	.007885
215	.007885
116	.008053
216	.008053
117	.008053
217	.008053
118	·008053
218	.008053
11.9	.008053
, 219	.008053
- 120	.008053
220	.008053
1.2.1	.008053
221	.008053
122	.008053
222	.008053
123	.008053
223	.008053
1.24	.007590
224	.007590
125	.007590
225	.007590
126	.007590
226	.007590
127	.007590
227	.007590
128	.007590
228	.007590
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UNIT NO.	OWNERSHIP
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236 137	.005924
237	.005924 .005924
138	.005924
238	.005924
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239	.005924
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141 241	.005924
142	.005924 .005924
242	.005924
143	.005924
243	.005924
144	.004811
244	.004811
145	.004811
245	.004311
146 246	.004811 .004811
147	.004811
247	.004811
148	.004096
248	.004096
149	.004096
249	.004096
150	.004096
250 151	.004096
251	.004096 .004096
152	.007884
252	.007884
153	.007884
253	.007884
154	.007590
254	.007590
155	.007590
255 BLDG. 27	.007590 .007024
156	.004096
256	.004096
157	.004096
257	.004096
158	.004096
258	.004096
159	.004096
259 160	.004096 .004096
260	.004096
161	.004096
261	.004096
162	.004096
262	.004096
163	.004096
263	.004096
164 264	.004096 .004096
165	.013304
165	.013304
167	.013304
168	.013304
169	.013304
170	.012058
171	.012058
172	.010132

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TOTAL

100.00%

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SHEET I OF 19

Station 1

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2.











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### NORMANDY V 11 I AGF A CONDOMINIUM

#### BUILDING NO. 15 SCALE 1" = 20'

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ORD. NO. 115 OF 1970 AND AMENDMENTS THERETO.

er D. noch JAN MOHR SULTING CIVIL ENGINEER AND

REGISTERED LAND SURVEYOR



#### FIRST FLOOR PLAN

NO COMMON STAIRS RECORDED OWNER : NORMANDY VILLAGE, INC. SUITE 171 SUITE 170 Richard 2 Pour 777.6 30. MT. 68.80 CU.FT 777 5 30 PT 6220 CU.FT RICHARD T. POWELL, VICE PRESIDENT 36.3' 72.6' NOTE: SECOND FLOOR INTERIOR DIMENSIONS ARE SAME AS FIRST FLOOR. ACCEPTED BY CITY COUNCIL ORD. NO. OF SECOND FLOOR PLAN MAYOR CEILING 08  $\overline{\mathbf{Y}}$ L. 35' NOTE: BUILDING NO. 15 HAS NO COMMON AREA. LONGITUDINAL SECTION APPROVED: CITY ENGINEER METROPOLITAN PLANNING COMMISSION CROSS SECTION

SHEET 10 OF 19



# NORMANDY VILLAGE

BUILDING NO.S 20, 21, 8, 22



FIRST FLOOR PLAN

I HEREBY CEPTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ORD. NO. 115 OF 1970 AND AMENDMENTS THERETO.

11

A. A. S.





RECORDED OWNER :

NORMANDY VILLAGE, INC. and 2. ,p RICHARD T. POWELL,

RICHARD T. POWELL, VICE PRESIDENT



SECOND FLOOR PLAN



#### LONGITUDINAL SECTION



CEGENO COMMON AREA

CROSS SECTION

SECRI.TARY-TREASURER

ORD. NO.

MAYOR

APPROVED:



ACCEPTED BY CITY COUNCIL

OP

METROPOLITAN PLANNING COMMISSION






# DRMANDY VILLAGE

BUILDING NO. 27 SCALE ("= 20"

> STE 173

> > 1.7

/75 SUITE

<u>,</u> г.

A4'X 15.4' CAUNDRY

COMMON

FIRST FLOOR PLAN

5.15' SUITE 173 (ALL)

SECOND FLOOR PLAN

9177 CU. FT.

TAIRWELL

54.57

SUITE 173

// 47.1

I REREBY CERTIFY THAT THIS SUBDIVISION CONFORMS TO ORD. NO. 115 OF 1970 AND AMENDMENTS THERETO.

Ð. D. HR

CONSULTING CIVIL ENGINEER AND REGISTERED LAND SURVEYOR

> "OF LOUIS ni:0 . 714 · AL-0 RY

#### ACCEPTED BY CITY COUNCIL ORD. NO. 0

#### HAYOR •• <

# SECRETARY-TREASURER

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# LONGITUDINAL SECTION

LING

IN FL



RECORDED OWNER: NORMANDY VILLAGE, INC.

RICHARD T. POWELL. VICE PRESIDENT

AFPROVED:

CITY FNGINEER

METROPOLITAN PLANNING COMMISSION



SHEET 19 OF 19

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	CROSS	SECTIO	ł



SHEET 16 OF 19





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# BYLAWS

#### OF

#### NORMANDY VILLAGE HOMES ASSOCIATION, INC.

"Normandy Village Homes Association, Inc.", a Louisiana non-profit corporation referred to in the Condominium Declaration and hereinafter referred to as "Association" being the governing body of the Condominium project and Property submitted to the provisions of the Condominium Act of the State of Louisiana (hereinafter called "Act") for the purpose of establishing a Condominium Property Regime to be known as "Normandy Village" as more particularly defined, described and provided for in said Condominium Declaration, does hereby adopt the following initial Bylaws which shall govern administration of such Condominium project, as provided for in compliance with said Act.

All present or future owners, tenants, future tenants or their employees, or any other person who might use the facilities of this Condominium, in any manner, are subject to the regulations set forth in these Bylaws. The mere acquisition, rental or occupancy of any of said Units of the Condominium will signify and constitute a ratification and acceptance of these Bylaws by any such Unit Owner or other person.

# ARPICLE I

# NATE

This Condominium established under the foregoing and attached Condominium Declaration shall be known as "Normandy Village Homes Association, Inc." Condominium Regime.

# ARTICLE II

## MEMBERS

1. Association Members shall be the Owners of the Units. Each Unit Owner shall be entitled to one vote except where the Condominium Declaration or Bylaws specify otherwise. The Annual Member's meeting shall be held at the office of the corporation when established by the Board of Directors in Shreveport, Louisiana, for the purpose of Electing directors and of transacting any other business authorized to be transacted by the members.

2. Special member meetings shall be held whenever called by the President or by one member of the Board of Directors, and must be called by such officers upon receipt of a written request from fifty (50%) percent of the entire membership.

3. Notice of all member meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Secretary to all Unit Owners unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than five (5) days nor more than sixty (60) days prior ro the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving notice. Notice of meeting may be waived before, during, or after meetings.

4. A quorum of members' meetings shall consist of persons entitled to cast fifty-one (51%) percent of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

5. Vote required to transact business: When a quorum is present at any meeting, the holders of a majority of the voting rights present or represented by written proxy shall decide any questions brought before the meeting, unless the question is one upon which by expressed provision of the Louisiana Revised Statutes, the Condominium Declaration, or of the By-Laws a different vote or different method of voting is required, in which case such expressed provision shall govern and control the decision of such question. In this event of a tie vote, the President of the Association shall have the right to cast one additional vote, in addition to his voting right appurtenant to the ownership of his unit. 6. In any meeting of members each owner of a unit shall be entitled to one vote.

(a) If a unit is owned by one person his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease, the person entitled to vote for such unit shall be designated by a certificate of appointment signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked, or until superseded by a subsequent certificate, or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

(b) Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary before the appointed time of the meeting.

7. Approval or disapproval of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

8. Adjourned meetings: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by Proxy, may adjourn the meeting form time to time until a quorum is present.

9. The order of business at annual members' meetings, and, as far as practical at all other members' meetings, shall be:

- (1) Election of chairman of the meeting.
- (2) Calling of the roll and certifying proxies.
- (3) Proof of notice of meeting or waiver of notice.
- (4) Reading and disposal of any unapproved minutes.
- (5) Reports of officers.
- (6) Election of directors.
- (7) Unfinished business.
- (8) New business.
- (9) Adjournment.

#### ARTICLE III

### DIRECTORS

1. <u>Number of Directors</u>. The Board of Directors shall consist of not more than five (5) persons as determined from time to time by the directors. Each member of the Board of Directors shall be the owner of a unit, or in the event of corporate ownership, any officer or designated agent thereof.

2. Election of Directors.

(a) Election of directors shall be conducted by the annual members' meeting. Nominations for directorships and directors may be made from the floor. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(b) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(c) Any director may be removed by concurrence of seventy-five (75%) percent of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same . meeting.

(d) The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

# 3. Directors' Meetings.

(a) Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of meetings shall be given to each director, personally or by mail, telephone or telegraph at least three
(3) days prior to the day named for such meeting unless such notice is waived.

(b) Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one member of the board. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

(c) Waiver of notice: Any director may waive notice of a meeting before, during, or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

(d) A quorum at directors' meetings shall consist of the directors entitled to cast seventy-five (75%) percent of the votes of the entire board. The acts of the board approved by fifty-one (51%) percent of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Condiminium Declaration, Articles of Incorporation, or these By-Laws. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining quorum.

(e) The presiding officer of directors' meeting shall be the President. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

4. <u>Powers and duties of the Board of Directors</u>. All of the powers and duties of the Association shall be exercised by the Board of Directors including those existing under law and statutes, and the documents establishing the Condominium. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Condominium Declaration which governs the use of the Property and shall include but shall not be limited to the following. (a) To make and collect assessments against members to defray the costs of the Condominium.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) The maintenance, repair, replacement and operation of the property.

(d) The reconstruction of improvements after casualty and the further improvement of the Property.

(e) To make and amend Rules and Regulations respecting the use of the property.

(f) To enforce by legal means the provisions of the Condominium Declaration, the Bylaws of the Association, and the Rules and Regulations for the use of the property.

(g) To designate personnel necessary for the maintenance of the property and to dismiss same provided said contract for the management and performance of all such services terminates at the next annual meeting of the Association; however, said contract may be for a longer term with the approval of fifty-one (51%) percent of the Association membership.

 (h) To carry insurance for the protection of unit owners and the Association against casualty and liabilities.

(i) To emply personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

# ARTICLE IV

#### OFFICERS

1. The executive officers of the Association shall be a President, Secretary, and a Treasurer, all of whom shall be directors, and all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the directors at any meeting.

The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually

vested in the office of president of an association, including but not limited to the power in certain circumstances to break tie votes, the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association and to preside over the member meetings.

3. The Secretary shall keep the minute book wherein the resolutions of all proceedings of the directors and the members shall be recorded. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall keep the records of the Association, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President. The Treasurer shall have custody of all property of the Association including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practice; and he shall perform all other duties incident to the office of Treasurer.

4. The compensation of all employees of the Association shall be fixed by the directors, with the exception of the officers who shall be noncompensated for their duties.

#### ARTICLE V

# FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Condominium Declaration shall be supplemented by the following provisions.

1. Assessment Roll.

The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

2. Budget.

(a) The Board of Directors shall adopt a budget for each calendar year which shall contain the estimated funds required to defray common expenses of the Association (which may include such reserve accounts as the Board of Directors may in their discretion establish) including but not limited to the following items:

- 1. Common expense budget:
  - (i) Maintenance and operation of common elements
  - (ii) Landscaping
  - (iii) Street and walkways
  - (iv) Utility services
  - (v) Casualty insurance
  - (vi) Liability insurance
  - (vii) Administration
  - (viii) All taxes, other than those assessed against an individual Unit
    - (ix) Reserves
- 2. Proposed assessments against each member.

(b) Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before December 1st of the year preceding the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be immediately furnished to each member concerned.

3. Assessments.

(a) Assessments against the unit owners for their respective percentage shares of the annual budget shall be made on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) monthly installments on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior annual assessment installment. In the event the annual assessment proves to be insufficient, the budget and assessment installments may be amended at any time by the Board of Directors and a supplemental or additional assessment made.

(b) Assessments for common expenses to defray the cost of emergencies which cannot be paid from the annual assessments for common expenses shall be made only after notice of the need therefore to the unit owners. After such notice and upon approval in writing by persons entitled to cast more than seventy-five (75%) percent of the votes of the unit owners, the assessment shall become effective, and it shall be due after thirty (30) days notice thereof in such manner as the Board of Directors may require.

(c) The Board of Directors is empowered to assess unit owners initially purchasing one or more units from the Developer an amount determined within their discretion to defray the cost of non-recurring capital expenditures necessary to commence operation of the Property. Such assessment is due in two (2) equal payments within thirty (30) and sixty (60) days following the purchase of the unit.

4. The depository of the Association shall be such banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only checks signed by such persons as are authorized by the directors.

# ARTICLE VI

# PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Condominium Declaration or these By-Laws or with the statutes of the State of Louisiana.

# ARTICLE VII

#### AMENDMENTS

Amendments to the By-Laws shall be proposed and adopted in the following manner.

 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution adopting a proposed amendment must receive approval by a vote of the owners of units representing seventy-five (75%) percent, in number of the unit owners. Members not present at the meetings considering the amendment may express their approval in writing thereafter. No such amendment may be operative until it is embodied is a recorded instrument which shall be recorded in the same office and in the same manner as was the Condominium Declaration and original By-Laws of the Condominium Property Regime involved. 3. Initiation: An amendment may be proposed by either the Board of Directors or by the membership of the Association.

4. Effective date: An amendment when adopted as set forth above shall become effective only after being recorded in the Conveyence Records of Caddo Parish, Louisiana.

5. These By-Laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Condominium Declaration.

6. No amendment shall discriminate against any unit owner or against any unit or class or group of units unless the unit owners so affected shall consent. No amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share on the common expenses, nor change the voting rights of members, unless the record of the unit concerned and all record owners of liens thereon shall join in the execution of the amendment.

#### ARTICLE VIII

# ARBITRATION

Any dispute among or between the unit owners concerning the By-Laws and Rules and Regulations of the Association shall be submitted to arbitration. Any such arbitration shall be conducted procedurally in accordance with the rules adopted by the American Arbitration Association.

The foregoing were adopted as the By-Laws of Normandy Village Homes Association, Inc., a corporation not for profit under the laws of the State of Louisiana at the first meeting of the Board of Directors.

Dated this day of , 1978.

SECRETARY

APPROVED:

## PRESIDENT

# ARTICLES OF INCORPORATION

OF

#### NORMARDY VILLAGE HOMES ASSOCIATION, INC.

The undersigned hereby associate themselves for the purpose of forming a corporation not-for-profit under Chapter 9, Sections 1121-1142, Laws of the State of Louisiana, and certify as follows:

#### ARTICLE I

#### NAME

The name of the corporation shall be Normandy Village Homes Association, Inc., hereinafter, for convenience, referred to as the "Association".

#### ARTICLE II

#### PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, Chapter 9, Sections 1121-1142, Laws of the State of Louisiana, hereinafter referred to as the "Condominium Act", for the operation and administration of "Normandy Village Homes Association, Inc." a Condominium located on the following lands:

> 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 O 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-Wayline 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.

#### ARTICLE III

#### DOMICILE

The domicile of this corporation shall be Caddo Parish, State of Louisiana, and the location and post office address of its registered office shall be \_\_\_\_\_\_ Shreveport, Louisiana.

#### ARTICLE IV

#### POWERS

The Association's powers shall include and be governed by the following provisions:

A. The Association shall have all the common law and statutory powers of a corporation not-for-profit except those which conflict with the provisions of these Articles.

B. The Association shall have all the powers and duties set forth in the Condominium Act except to the extent that they are limited by these Articles and the Condominium Declaration Creating and Establishing A Condominium Property Regime hereinafter referred to as the "Condominium Declaration" and all the powers and duties reasonably necessary to operate the Condominium as set forth in the Condominium Declaration and as it may be amended from time to time. Said powers shall include but are not limited to the following powers:

(1) To make and collect assessments against members in order to defray the Condominium's costs, expenses, and losses. (2) To use the proceeds of assessments in the exercise of its powers and duties.

(3) To repair, replace, maintain and operate the Condominium property.

(4) To purchase insurance on the Condominium property and insurance for the protection of the Association and . its members.

(5) To reconstruct improvements after casualty and to further improve the property.

(6) To make and amend reasonable regulations as to the use of property in the Condominium subject to the approval of not less than \_\_\_\_\_\_ of the votes of the entire membership of the Association with each residential unit having one vote, before such regulations or amendments shall become effective.

(7) To enforce, by legal means, the provisions of the Condominium Act, the Condominium Declaration, these Articles, the Bylaws of the Association, and the regulations for the use of the Condominium property.

(8) To contract for the management of the Condominium and to delegate to the contractor all the powers and duties of the Association except those powers and duties which were specifically required by the Condominium Declaration to be approved by the Board of Directors or the members of the Association.

(9) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

(10) To employ personnel to perform the services required for the proper operation of the Condominium.

C. The Association shall have no power to purchase a unit in the Condominium. This provision cannot be changed without the members' unanimous approval. D. The titles of all properties and all funds acquired by the Association and the proceeds thereof shall be held in trust for the Condominium members according to the provisions of the Condominium Declaration, these Articles, and the Bylaws of the Association.

E. The powers of the Association shall be subject, and shall be exercised according, to the provisions of the Condominium Declaration and of the Bylaws.

#### ARTICLE V

#### MEMBERS

This corporation is to be organized on a non-stock basis. There shall be only one class of membership. The members of the Association shall consist of all the record owners of units in the Condominium. Membership in the Association shall be established by recordation in the conveyance records of Caddo Parish, State of Louisiana, of a deed or other instrument translative of title establishing a record title to a unit in the Condominium and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby automatically becoming a member of the Association. The percentile share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his unit. The exact number of votes to be cast by record owners of units and the manner of exercising voting rights, shall be according to the Bylaws of the Association.

# ARTICLE VI

#### DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of such number of directors as shall be determined by the Bylaws, but not less than three (3)

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directors. In the absence of such a determination, the Board shall consist of three (3) directors. Directors shall be elected at the annual members' meeting in the manner provided by the Bylaws. Directors may be removed and vacancies on the Board shall be filled as provided by the Bylaws.

The first election of Directors shall not be held until after all the Condominium units have been sold by the developer, or until after the 31st day of December, 1979. The Directors named herein shall serve until the first election of Directors, and the remaining Directors shall fill vacancies occurring before the first election. The names and addresses of the members of the first Board of Directors are as follows:

> Sidney L. McNiece 5520 South State Ann Arbor, Michigan 48104

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Jeffrey R. Jones 5520 South State Ann Arbor, Michigan 48104

Vicki L. Mikkola 5520 South State Ann Arbor, Michigan 48104

The above named Directors shall hold office until their successors are elected and have qualified or until removed fr. : office.

#### ARTICLE VII

#### OFFICERS

The Association's affairs shall be administered by officers elected at the first meeting of the Board of Directors following the annual members' meeting. Such officers shall serve at the pleasure of the Board of Directors. The officers' names and addresses are:

President:	Sidney L. McNiece 5520 South State Ann Arbor, Michigan	48104
Secretary:	Jeffrey R. Jones 5520 South State Ann Arbor, Michigan	48104
Treasurer:	Vicki L. Mikkola 5520 South State	

The above named officers shall hold office and serve until their successors are designated by the Board of Directors and have qualified or until removed from office.

# ARTICLE VIII

Ann Arbor, Michigan

48104

#### INDEMNIFICATION

Each director and each officer of the Association shall be indemnified by the Association against all liabilities and expenses, including counsel fees reasonably incurred or imposed on him in connection with any proceeding in which he may be a party, or in which he may become involved, by reason of his being or having been an officer or director of the Association, or any settlement thereof, regardless of whether he is an officer or director at the time such expenses are incurred, unless the officer or director is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties. In case of a settlement, the indemnification provided for herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the Association's best interest. The above described right of indemnification shall not be exclusive of all other rights to which such director or officer may be entitled but shall be in addition to such other rights.

#### ARTICLE IX

# BY-LARS

The Board of Directors shall adopt the first By-Laws of the Association. The said By-Laws may be amended, changed, repealed in the manner provided in the said By-Laws.

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#### ARTICLE X

#### AMENDMENTS TO ARTICLES OF INCORPORATION

The Articles of Incorporation shall be amended in the following manner:

The notice of any meeting at which a proposed amendment is considered shall include notice of the subject matter of the proposed amendment. Either the Board of Directors or the members of the Association may propose a resolution approving a proposed amendment. Members and directors who are not present either in person or by proxy at the meeting at which the proposed amendment is under consideration may express their approval in writing provided their approval is delivered to the secretary at or before the meeting.

An amendment must be approved by not less that 66% of the entire membership of the Board of Directors and by not less than 75.0% of the votes of the entire membership of the Association, or by not less than 80% of the votes of the entire membership of the Association. For the purpose of amending these Articles, each unit shall be assigned one vote. No amendment shall make any changes in the qualifications for membership nor in the voting rights of the members, nor any change in Part C of Article IV without the unanimous approval in writing by all the members. A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Caddo Parish, State of Louisiana.

# ARTICLE XI

#### ACCOUNTING RECORDS

The Association shall maintain accounting records according to good accounting practices. Such records shall be available for inspection by unit owners at reasonable times designated by the Association. Such records shall include:

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- An itemized record of all receipts and expenditures; and
- (2) A separate account for each unit which shall indicate the name and address of the unit owner, the amount of each assessment for common expenses, the date on which the assessment becomes due, amounts paid on the account and any balance due thereon.

# ARTICLE XII

## TERM OF ASSOCIATION

The association shall continue to exist for the life of the Condominium unless the members terminate the Association sooner by their unanimous consent. The termination of this Condominium in accordance with the provisions of the Master Deed shall terminate the Association.

#### ARTICLE XIII

# REGISTERED AGENT

The full name and post office address of the Corporations' registered agent is:

#### ARTICLE XIV

# INCORPORATOR

The name and post office address of the incorporator of this corporation is:

IN WITNESS WHEREOF, I have hereunto set my hand

this day of , 197 .

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# ACKNOWLEDGMENT

STATE OF LOUISIANA

#### PARISH OF CADDO

BEFORE ME, the undersigned Notary Public, in and for the Parish aforesaid, on this day of , 1978, personally came and appeared , who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the identical person who executed the foregoing instrument in writing, that his signature hereof is his own true and genuine signature and that he executed said instrument of his own free will and accord, and for the uses, purposes and consideration therein expressed.

THUS DONE AND PASSED on the day and date hereinabove written, in the presence of the before named and undersigned competent witnesses, who have hereunto subscribed their names, together with said appearer, and before me, Notary, after reading of the whole.

WITNESSES:

NOTARY PUBLIC

The following statements are made by and on behalf of Normandy Village, Inc. as developer in compliance with the Louisiana Condominium Act.

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- There are no are leases or sub-leases relating to the condominium property.
- The Developer has not entered into nor does it intend to enter into a contract for the management of the condominium property.
- 3. Such recreational facilities and parking facilities as are contained within the condominium are shown on the plat duly recorded and made a part of this Purchaser's Information Booklet. All such recreational and parking facilities will be owned by the unit owners as general common elements.
- 4. Any condominium units remaining unsold subsequent to the filing of the Condominium Declaration will not be exempted from the payment of all or any portion of the common expenses normally accruing to those unsold units.