

**CONDOMINIUM DECLARATION
CREATING AND ESTABLISHING
CEDARPARK VILLAGE CONDMINIUMS**

TABLE OF CONTENTS

	<u>PAGE NO.</u>
<u>RECITALS, INTENTS AND PURPOSES</u>	
I. <u>DEFINITIONS</u>	3
II. <u>UNITS</u>	5
1. Immovable Property	5
2. Unit Designation	6
3. Unit Ownership	7
4. Unit Description and Boundaries	7
III. <u>COMMON ELEMENTS</u>	8
1. Description	8
2. Limited Common Elements	8
3. Ownership and Use of Common Elements	9
4. Servitudes for Utility Services	9
IV. <u>GENERAL PROVISIONS AS TO USE AND MAINTENANCE OF COMMON ELEMENTS</u>	10
1. Covenant Against Partition	10
2. Rules and Regulations Promulgated by Association	10
3. Maintenance of Common Elements	10
4. Repairs to Common Elements Necessitated by Owner's Act	10
5. Expense of Maintenance	11
6. Use of Common Elements	11
7. Alterations and Improvements	11
8. Shares of Unit Owners	11
V. <u>MAINTENANCE AND REPAIR OF UNITS</u>	12
1. The Association	12
2. The Unit Owner	12
3. No Contractual Obligation	13
VI. <u>USE OF RESTRICTIONS</u>	13
1. Residence	14
2. Common Elements	14
3. Limited Common Elements	14
4. Nuisances	14
5. Lawful Use	14
6. Rules and Regulations	14
7. Declarant's Use	15
VII. <u>LEASES AND CONVEYANCES</u>	15
1. Leases	15
2. Resale of Units	15
3. Assessments	16

<u>TABLE OF CONTENTS (Continued)</u>	<u>PAGE NO.</u>
VIII. <u>ADMINISTRATION</u>	16
1. Administration	16
2. The Association	16
3. Association By-Laws	17
4. Duties and Powers of the Association	17
5. Notices	17
6. Application of Income and Common Surplus	17
IX. <u>INSURANCE</u>	18
1. Authority to Purchase	18
2. Coverage	18
3. Premiums	19
4. Insurance Policies	19
5. Association as Insurance Trustee	20
6. Insurance Obtained by Unit Owners	20
7. Application of Insurance Proceeds	21
X. <u>RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE</u>	22
1. Common Elements	22
2. The Units	23
XI. <u>ASSESSMENTS, COMMON EXPENSES AND COMMON SURPLUS</u>	23
1. General	23
2. Share of Common Expenses and Common Surplus	24
3. Annual Assessments for Common Expenses	24
4. Assessments for Emergencies	24
5. Assessments for Non-Recurring Capital Expenditures	24
6. Special Assessments	24
7. Liability for Assessments	25
8. Interest, Penalties and Liens	25
9. Records and Certificates	26
XII. <u>COMPLIANCE AND DEFAULT</u>	26
1. Legal Proceedings	26
2. Liability for Damages	26
3. Costs and Attorney's Fees	27
4. No Waiver of Rights	27
5. Cumulation of Rights	27
XIII. <u>AMENDMENT</u>	27
1. Condominium Declaration	27
2. Association - Articles of Incorporation and By-Laws	28
3. Amendments by Developer Alone	28
XIV. <u>WITHDRAWAL OF PROPERTY AND TERMINATION OF THE CONDOMINIUM</u>	28
1. Voluntary Withdrawal	28
2. Destruction	29
3. Status of Property after Withdrawal	29
4. Partition of Property	29
5. Disposition of Assets	29
XV. <u>COVENANTS RUNNING WITH THE LAND</u>	29
XVI. <u>SEVERABILITY</u>	30
XVII. <u>CAPTIONS</u>	30
XVIII. <u>GENDER, SINGULAR, PLURAL</u>	30
XIX. <u>ADDITIONAL PROVISIONS</u>	31

CONDOMINIUM DECLARATION

UNITED STATES OF AMERICA

CREATING AND ESTABLISHING

STATE OF LOUISIANA

CEDARPARK VILLAGE CONDOMINIUMS

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 5th day of February, 1999,

BEFORE ME, ROBERT L. BAILEY, III, a Notary Public, duly commissioned and qualified in and for the Parish of St. Tammany, State of Louisiana, in the presence of the undersigned witnesses, PERSONALLY CAME AND APPEARED:

DONNA PEIRSOL KOHLER, WIFE OF/AND JOHN V. KOHLER, both persons of the full age of majority and residents of St. Tammany Parish, Louisiana, represented herein by Philip H. Gagnon, their Representative and Attorney-in-Fact, duly authorized by Procuration, a copy of which is annexed hereto, whose Representative and Attorney-in-Fact declared unto me, Notary, that his Principals have each been married but once and then to each other, and that they presently live and reside together, their mailing address being 5001 Highway 190, Suite C-3, Covington, Louisiana 70433; and further that their social security numbers are as follows:

Hers: --- --1841

His: --- --0988

(Hereinafter referred to as "Declarant"),

WHEREAS, Declarant is the owner of certain land and premises located in the City of Mandeville, St. Tammany Parish, Louisiana; and

WHEREAS, by this Condominium Declaration, Declarant desires to submit the said land and premises to a condominium regime to be known as CEDARPARK VILLAGE CONDOMINIUMS, pursuant to and in accordance with the Louisiana Condominium Act;

NOW THEREFORE, Declarant, as owner of the immovable property described hereinbelow and all improvements thereon (public utilities excepted), existing or proposed, and for the purposes set forth, hereby declares on behalf of itself, its successors and assigns and its grantees and their respective heirs, successors 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 subjected to the declaration as follows:

DECLARATION

Declarant is the owner of certain immovable property and premises referred to hereinafter as the "Condominium Property", described as follows:

ONE CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Tammany, State of Louisiana, in that part thereof known as CEDARWOOD VILLAGE SUBDIVISION, in Section 54, Township 7 South, Range 11 East, designated as LOT 10-A on the survey made by Ivan M. Borgen, Land Surveyor, dated April 8, 1983, redated June 2, 1983 and further dated July 19, 1983, according to which said lot measures 154.84 feet front on Cedarwood Drive, the same width in the rear, by a depth on the sideline adjoining Lot 12-A of 175.26 feet, by a depth on the opposite sideline, adjoining Lot 9 of 175.73 feet.

ONE CERTAIN LOT OF GROUND, together with all the buildings and improvements thereof, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Tammany, State of Louisiana, in that part thereof known as CEDARWOOD VILLAGE SUBDIVISION, in Section 54, Township 7 South, Range 11 East, being more fully described as follows, to-wit:

LOT 12-A, CEDARWOOD VILLAGE SUBDIVISION, CITY OF MANDEVILLE, St. Tammany Parish, Louisiana. All as more fully shown on map and plat of survey by Kelly J. McHugh & Associates, Inc., Civil Engineers and Land Surveyors, dated April 26, 1994, Job No. 94-181, a copy of which is attached to deed filed May 5, 1994 as Instrument #904942.

Said property bears the Municipal Nos. 601, 603, 605, 607, and 609 Cedarwood Drive, Mandeville, Louisiana 70471.

ONE CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Tammany, State of Louisiana, in that part thereof known as CEDARWOOD VILLAGE SUBDIVISION, in Section 54, Township 7 South, Range 11 East, designated as LOT 15-A on the survey made by Ivan M. Borgen, Land Surveyor, dated April 8, 1983, redated July 8, 1983 and redated September 23, 1983, according to which said lot measures 74.01 feet front on Cedarwood Drive, a width in the rear of 220.27 feet, by a depth on the sideline adjoining Lot 14-A of 249.18 feet, by a depth on the opposite sideline of 386.4 feet.

ONE CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Tammany, State of Louisiana, in that part thereof known as CEDARWOOD VILLAGE SUBDIVISION, in Section 54, Township 7 South, Range 11 East, designated as LOT 14-A on the survey made by Ivan M. Borgen, Land Surveyor, dated April 8, 1983, redated June 2, 1983, and further redated August 18, 1983, according to which said lot measures 95.3 feet front on Cedarwood Drive, a width in the rear of 181.37 feet, by a depth on the sideline adjoining Lot 12-A of 179.64 feet, by a depth on the opposite sideline adjoining Lot 15-A of 249.18 feet.

The above property acquired as follows: Lots 12-A, 14-A and 15-A from RTC as Receiver for French Market Homestead, F.S.A, recorded 2/6/92, COB 1494 folio 248, and Act of Correction recorded as COI No. 1121913; Lot 12-A from Keystone Management, Inc. recorded 10/1/97 as COI No. 1065860.

The Condominium Property (excepting the publicly and/or quasi-publicly owned portions of utility systems, such as the water distribution system, sewerage collection system, cable television, telephone and electrical lines) is hereby submitted to a Condominium Regime, with the name CEDARPARK VILLAGE CONDOMINIUMS, and from and after the date of the recording of this Condominium Declaration with the Clerk of Court in and for the Parish of St. Tammany, State of Louisiana, the Condominium Property shall be and continue to be subject to the Louisiana Condominium Act (La. R.S. (9:1121.101-1124.115) as amended and as it may be hereafter amended from time to time, and to each and all of the terms hereof, until this Condominium Declaration is terminated and the Condominium Property withdrawn in accordance with provisions herein elsewhere contained.

The project consists of seven (7) multi-family structures containing a total of thirty-six (36) units located in Cedarwood Village Subdivision, Mandeville, Louisiana. These structures are depicted on the enclosed plats and plans. Each of the thirty-six (36) Units is given a numerical designation for identification.

I.

DEFINITIONS

As used herein or elsewhere in the Condominium Documents, unless otherwise provided, or unless the context requires otherwise, the following terms shall be defined as provided in the Louisiana Condominium Act and is more particularly provided in this Article.

1. Unit. Those parts of the Condominium Property which are intended for independent use and occupancy as residences and are subject to individual ownership. The Units are separately indicated on the plat plan (Exhibit "A") by the designation "Unit" followed by a number and are more specifically described in Article II hereinafter. A Unit shall also include such accessory rights and obligations as are hereinafter stipulated.

2. Person. Natural individual, firm, corporation, partnership, association, trust or other legal entity capable of holding title to immovable property, including any combination thereof.

3. Owner. The record owner of a Unit, whether or or more persons (hereinafter sometimes referred to as "Unit Owner").

4. Occupant. Person or persons, other than an Owner, in possession of a Unit.

5. Assessment. That portion of funds required for the payment of expenses, such as the cost of maintaining, operating, repairing and managing the Condominium Property, which from time to time is assessed against and paid by each Unit Owner as hereinafter provided.

6. Association. The Cedarpark Village Homeowners Association, Inc., a Louisiana nonprofit corporation and its successors as the governing body of all the Unit Owners and the entity responsible for the administration and operating of the Condominium Property, the Articles of Incorporation and By-Laws of which are annexed hereto and made part hereof as Exhibits "B" and "C", respectively.

7. Common Elements. All that portion of the Condominium Property, whether movable or immovable, which is not a part of any of the thirty-six (36) individual Units, or which exists within the Units by virtue of

servitudes created herein. The Common Elements are more particularly described in Article III hereinafter.

8. Limited Common Elements. Those portions of the Common Elements reserved, as hereinafter provided, for the exclusive use of a certain Unit or Units and the Owners thereof. The Limited Common Elements are identified and indicated on Exhibit "A".

9. Common Expenses. The expenses for which the Unit Owners are liable to the Association for the management and maintenance of the Condominium Property, which shall include, but are not limited to, the actual and estimated cost of:

(a) Taxes of all kinds which are levied against the Association, but not those levied against any individual Unit or Unit Owner;

(b) the cost of insurance, maintenance, management, operation, administration, repair and replacement of the Common Elements, and those parts of the Units and Limited Common Elements 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 individual Unit Owners;

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

(e) any other items held by or in accordance with the Condominium Documents or the Louisiana Condominium Act to be Common Expenses.

10. Condominium Documents. This Condominium Declaration and the exhibits hereto annexed, as the same from time to time may be amended. Said exhibits are as follows:

Exhibit "A": Survey and plat plan of all improvements, identifying and showing the location and dimensions of the Common Elements, Limited Common Elements and each Unit; and detailed plans graphically describing each Unit and also showing horizontal and vertical dimensions.

Exhibit "B": Articles of Incorporation of Cedarpark Village Homeowners Association, Inc.

Exhibit "C": By-Laws of Cedarpark Village Homeowners Association, Inc.

11. Declarant. John V. Kohler and Wife, Donna Peirsol Kohler, their heirs, successors, and/or assigns.

12. Condominium Property. All interest in the land hereinabove described, and the improvements thereon, including the Units, and all servi-

tudes and rights subject to the Condominium by the Condominium Declaration.

13. Share. The proportion or percentage attributed to each Unit, as hereinafter provided, for purposes of computing the interest in the Common Elements, the liability for Common Expenses, rights to Common Surplus and the voting rights of the Unit Owners of the Association.

14. Condominium Parcel. A Unit together with an undivided interest in the Common Elements, which is an inseparable component of the Unit.

15. Dividing Wall. A dividing wall is a wall which separates two adjacent Units. All dividing walls shall be common elements (excluding finished surfaces) which are reserved for the exclusive use and enjoyment of the adjacent Units separated by the dividing walls.

16. Exterior Wall. An exterior wall is a wall forming part of a Unit one side of which has an outdoor exposure. Exterior walls shall be individually owned by the owner of the Unit of which the exterior walls forms a part.

II.

UNITS

1. Immovable Property. Each Unit, together with the space within it and together with all appurtenances thereto, which has been constructed substantially in accordance with the plans therefor, attached hereto as Exhibit "A", shall for all purposes constitute a separate parcel of immovable property which may be owned and conveyed, transferred and encumbered in the same manner as any other parcel of immovable property, independently of all other parts of the Condominium Property and subject only to the provisions of this Condominium Declaration.

2. Unit Designation. All Units situated on the Condominium Property are delineated on the plat plan attached as Exhibit "A" hereto and made a part of this Condominium Declaration, and the Unit Designations which shall be used to legally describe and identify each of the Units are as follows:

Unit No. 531	531 Cedarwood Drive	Mandeville, Louisiana 70471
Unit No. 533	533 Cedarwood Drive	Mandeville, Louisiana 70471
Unit No. 535	535 Cedarwood Drive	Mandeville, Louisiana 70471
Unit No. 537	537 Cedarwood Drive	Mandeville, Louisiana 70471
Unit No. 539	539 Cedarwood Drive	Mandeville, Louisiana 70471
Unit No. 541	541 Cedarwood Drive	Mandeville, Louisiana 70471
Unit No. 543	543 Cedarwood Drive	Mandeville, Louisiana 70471
Unit No. 545	545 Cedarwood Drive	Mandeville, Louisiana 70471
Unit No. 547	547 Cedarwood Drive	Mandeville, Louisiana 70471
Unit No. 601	601 Cedarwood Drive	Mandeville, Louisiana 70471
Unit No. 603	603 Cedarwood Drive	Mandeville, Louisiana 70471
Unit No. 605	605 Cedarwood Drive	Mandeville, Louisiana 70471
Unit No. 607	607 Cedarwood Drive	Mandeville, Louisiana 70471
Unit No. 609	609 Cedarwood Drive	Mandeville, Louisiana 70471
Unit No. 611	611 Cedarwood Drive	Mandeville, Louisiana 70471
Unit No. 613	613 Cedarwood Drive	Mandeville, Louisiana 70471
Unit No. 615	615 Cedarwood Drive	Mandeville, Louisiana 70471
Unit No. 617	617 Cedarwood Drive	Mandeville, Louisiana 70471

Unit 619	619 Cedarwood Drive	Mandeville, Louisiana 70471
Unit 621	621 Cedarwood Drive	Mandeville, Louisiana 70471
Unit 623	623 Cedarwood Drive	Mandeville, Louisiana 70471
Unit 625	625 Cedarwood Drive	Mandeville, Louisiana 70471
Unit 627	627 Cedarwood Drive	Mandeville, Louisiana 70471
Unit 629	629 Cedarwood Drive	Mandeville, Louisiana 70471
Unit 631	631 Cedarwood Drive	Mandeville, Louisiana 70471
Unit 633	633 Cedarwood Drive	Mandeville, Louisiana 70471
Unit 635	635 Cedarwood Drive	Mandeville, Louisiana 70471
Unit 637	637 Cedarwood Drive	Mandeville, Louisiana 70471
Unit 639	639 Cedarwood Drive	Mandeville, Louisiana 70471
Unit 641	641 Cedarwood Drive	Mandeville, Louisiana 70471
Unit 643	643 Cedarwood Drive	Mandeville, Louisiana 70471
Unit 645	645 Cedarwood Drive	Mandeville, Louisiana 70471
Unit 647	647 Cedarwood Drive	Mandeville, Louisiana 70471
Unit 649	649 Cedarwood Drive	Mandeville, Louisiana 70471
Unit 651	651 Cedarwood Drive	Mandeville, Louisiana 70471
Unit 653	653 Cedarwood Drive	Mandeville, Louisiana 70471

The Unit designations set forth above, and as more particularly set forth in Exhibit "A" attached hereto, shall be considered the legal designation of the Units for the purposes of describing any Unit and shall be included in any sale, mortgage or other instrument or Act conveying or transferring or effecting a conveyance or transfer of an interest in a Unit.

3. Unit Ownership. Ownership of a Unit shall include, and the same shall pass with each Unit as an inseparable component part of Unit Ownership, whether or not separately described, conveyed, transferred or encumbered, the following:

(a) An undivided percentage interest in the Common Elements, as hereinafter provided;

(b) The exclusive right to use certain Limited Common Elements, as hereinafter provided;

(c) An obligation to pay a portion of the Common Expenses of the Association, as hereinafter provided;

(d) An undivided share in the Common Surplus, as hereinafter provided;

(e) Association membership, as hereinafter provided;

(f) All servitudes established for the benefit of the Unit;

(g) The following servitudes from each Unit Owner to each other

Unit Owner and to the Association:

i. Ingress and Egress. Servitudes through the Common Elements for ingress and egress for all persons making use of such Common Elements in accordance with the terms of the Condominium Documents.

ii. Maintenance, Repair, and Replacement. Irrevocable servitudes and rights of access through the Units, Common Elements, and limited Common Elements in favor of the Association for maintenance, repair and replacement of the Common Elements and Limited Common Elements. Use of these servitudes and rights, however, for access to the Units shall be limited to reasonable hours and may be further provided in the Condominium Documents, except that access may be had at any time in case of emergency or where repairs are necessary to prevent damage to the Common Elements or another Unit or Units.

iii. Structural Support. A servitude of structural support for the benefit of the Units, with regard to any portion of a Unit and/or Common Elements which contribute to the structural support of any adjacent Unit and which shall prohibit the Unit Owner from making any work or doing anything which would impair such servitudes;

(h) All rights, privileges and obligations of the prior Owner of the Unit in the Association; and

(i) Such other interests, rights and obligations as are provided in the Condominium Documents or by the Louisiana Condominium Act.

No Unit Owner shall subdivide or in any other manner cause his Unit to be separated or divided into two or more separate Units, tracts, parcels or residential living quarters.

4. Unit Descriptions and Boundaries. The description and location of the particular Units and the appurtenances thereto are determined with aid of the plans therefor (see Exhibit "A" attached hereto). The boundaries of a Unit are the principal structural parts of the Unit, including the exterior walls, the inside finished surface of the dividing wall, the concrete slab foundation or pier foundation under the Unit including that portion of the foundation extending to the center line of the dividing wall or walls. (In the event the Unit is constructed on a pier foundation with a wood floor joist and girder system, the boundary of the Unit includes the floor joist girder system and the piers on which floor joist and girder system are constructed.) the roof over the Unit including that portion of the roof extending to the center line of the dividing wall or walls, windows, doors, chimneys, and the Unit includes the roofed entrance, balconies, enclosed garages, and the air space encompassed by the boundaries as hereinabove described.

Each Unit shall include all electrical, water, sewerage, telephone, air conditioning, heating (including fireplace and flues) and other utility systems and service equipment serving the particular Unit, whether situated within or outside of the Unit boundaries as described above, and the Unit shall include the water and sewerage lines connecting the Unit to the water distribution system and the sewerage collection system, respectively.

If any portion of the Common Elements now encroaches upon any Unit or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the construction or repair of any of the Units, or if any such encroachment shall occur hereafter as a result of settlement or shifting of any Unit, or otherwise, a valid servitude for the encroachment and for the maintenance of the same so long as the Unit stands, shall exist. In the event any Unit, any adjoining Unit or any adjoining Common Element, shall be partially or totally destroyed as a result of fire

or other casualty or as a result of condemnation or eminent domain proceedings and then reconstructed, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such reconstruction, shall be permitted, and valid servitudes for such encroachments and the maintenance thereto shall exist for so long as the Unit shall stand.

In interpreting deeds, mortgages and plans, the existing physical boundaries of a Unit reconstructed substantially in accordance with the original plans thereof shall be conclusively presumed to be its boundaries, regardless of settling or lateral movement and regardless of minor variances between boundaries shown on the Survey or Plat Plans or in the deed and the actual boundaries of the particular Unit, and in accordance with the mutual servitudes for encroachments granted hereinabove.

III.

COMMON ELEMENTS

1. Description. Except as otherwise provided in this Condominium Declaration, the Common Elements shall consist of all portions of the Condominium Property not a part of the individual Units. Without in any way limited the generality of the foregoing, the Common Elements shall include:

- (a) All land, whether lying under a Unit or other structure;
- (b) All roadways, outdoor parking areas, driveways, walkways, patios, decks, fences, fenced areas and open areas;
- (c) All trees and landscaped areas of the Condominium Property;
- (d) All dividing walls (excluding finished surfaces).

2. Limited Common Elements. Certain portions of the Common Elements are reserved for the exclusive use and enjoyment of respective Units and the Owners or Occupants thereof. These areas include the dividing walls (excluding finished surfaces), outdoor parking areas, walkways, portions of driveways, patios, decks, fences, fenced areas and open areas adjacent to a Unit and shown as Limited Common Elements on Exhibit "A", annexed hereto. Each Unit and the Owner or Occupant thereof shall have the exclusive use of those such areas which are specifically delineated on the Plat Plan (Exhibit "A" annexed hereto) and which bear the same designation on such Plat Plan as the Unit Designation of the particular Unit.

The Association shall always have the right of access to any portion of the Common Elements, including the Limited Common Elements for purposes of maintenance or repair of such Common Elements.

3. Ownership and Use of Common Elements. Ownership of each Unit shall also include a part of the Condominium Parcel comprising the Unit, ownership of an undivided percentage interest in the Common Elements. The share or percentage of ownership interest for each Unit in the Common Elements is as follows:

Unit No. 531 - 2.7777%	Unit No. 607 - 2.7777%	Unit No. 631 - 2.7777%
Unit No. 533 - 2.7777%	Unit No. 609 - 2.7777%	Unit No. 633 - 2.7777%
Unit No. 535 - 2.7777%	Unit No. 611 - 2.7777%	Unit No. 635 - 2.7777%
Unit No. 537 - 2.7777%	Unit No. 613 - 2.7777%	Unit No. 637 - 2.7777%
Unit No. 539 - 2.7777%	Unit No. 615 - 2.7777%	Unit No. 639 - 2.7777%
Unit No. 541 - 2.7777%	Unit No. 617 - 2.7777%	Unit No. 641 - 2.7777%
Unit No. 543 - 2.7777%	Unit No. 619 - 2.7777%	Unit No. 643 - 2.7777%
Unit No. 545 - 2.7777%	Unit No. 621 - 2.7777%	Unit No. 645 - 2.7777%
Unit No. 547 - 2.7777%	Unit No. 623 - 2.7777%	Unit No. 647 - 2.7777%
Unit No. 601 - 2.7777%	Unit No. 625 - 2.7777%	Unit No. 649 - 2.7777%
Unit No. 603 - 2.7777%	Unit No. 627 - 2.7777%	Unit No. 651 - 2.7777%
Unit No. 605 - 2.7777%	Unit No. 629 - 2.7777%	Unit No. 653 - 2.7777%

The exclusive right to use those Limited Common Elements which are reserved to a particular Unit, as provided above, shall also form part of the Condominium Parcel comprising that Unit and shall be an inseparable, component part of the Unit and of ownership of the Unit. Any act effecting a transfer of a Unit shall also effect a transfer of the appurtenant rights to the designated Limited Common Elements reserved for the exclusive use of the Unit.

Except as otherwise limited by this Declaration or the Condominium Documents, each Owner shall have the right to use the Common Elements and the portion of the Limited Common Elements reserved for the exclusive use of his Unit for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses as may be permitted by the Condominium Documents, which right shall be appurtenant to and an inseparable part of the Unit and pass with transfer of ownership of the Unit. No Unit Owner, however, shall have the right to use any portion of the Common Elements forming a part of the Limited Common Elements reserved for the exclusive use of another Unit, except to the extent that access to any portion of the Common Elements, including Limited Common Elements, may be necessary to perform maintenance or repairs to any Unit, including underground utility services for any Unit.

4. Servitudes for Utility Services. Servitudes are hereby granted through the Common Elements (including Limited Common Elements) in favor of the Units to maintain, repair and replace any water lines and pipes, sewer lines, telephone wires and equipment; electrical conduits and wires, air conditioning and heating equipment and other utility services serving the

walls and structural parts of the Units and other parts of the Common Elements lying outside of the boundaries of the Units, as hereinabove described.

IV.

GENERAL PROVISIONS AS TO THE USE AND MAINTENANCE OF COMMON ELEMENTS

1. Covenant Against Partition. In order to effectuate the intent hereof and to preserve the Condominium and the condominium method of ownership the Common Elements, including the Limited Common Elements, shall remain undivided and no person, irrespective of the nature of his interest in the Common Elements, shall bring action or proceeding for partition or division of the Common Elements or any part thereof until the Condominium Property is withdrawn from the Condominium Regime in accordance with the Louisiana Condominium Act and the provisions of Article XV hereof.
2. Rules and Regulations Promulgated by Association. No person shall use the Common Elements or any part thereof, including the Limited Common Elements, 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.
3. Maintenance of Common Elements. Maintenance, repair, management and operation of the Common Elements shall be the responsibility of the Association, except for those portions of the Units which the Unit Owners are obligated to maintain as hereinafter provided. Nothing herein contained, however, shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice such duties as may be imposed upon the Association by the terms of this Condominium Declaration and as are approved by the Board of Directors of the Association.
4. Repairs to Common Elements Necessitated by Owner's Act. Any portion of the Common Elements which may be damaged or destroyed through the willful act or neglect of any Owner or his family, guests or invitees or by an Occupant of an Owner's Unit shall be repaired or replaced by such Owner; provided, however, at the sole option of the Board of Directors of the Association, the repairs or replacement may be made by the Association, and the costs thereof shall be added to and become a part of the assessment for Common Expenses applicable to the Unit of the responsible Owner. If any portion of the Common Elements is damaged, destroyed or disturbed as a result of repairs or maintenance performed or caused to be performed by any Unit Owner

to any portion of his or their Unit or Units, the Unit Owner or Owners responsible for such repairs or maintenance shall restore such Common Elements to the condition existing prior to such work, and shall pay the Association for any damages incurred as a result thereof.

5. Expenses of Maintenance. Expenses incurred or to be incurred for the maintenance, repair, management and operation of the Common Elements shall contained elsewhere herein.

6. 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. Use of certain Limited Common Elements are restricted under the provision of this Condominium Declaration to Units specifically designated herein and on the Plat Plan (Exhibit "A").

7. Alteration and Improvement. After the completion of the improvements included in the Common Elements which are contemplated by this Declaration, there shall be no alterations nor further improvements of the Common Elements without prior approval in writing of seventy-five (75%) percent of the votes of the Unit Owners, which such approval shall be binding on all Unit Owners and shall constitute consent on the part of all owners for the purposes of Louisiana R.S. 9:1124.109 (B) of the Louisiana Condominium Act which pertains to the line of those performing labor or furnishing services or materials. The cost of any such alterations or improvements shall be a common expense. Where the Board of Directors deems it necessary, any alterations or improvements so made shall be reflected in an Amendment to Exhibit "A" to this Condominium Declaration.

8. Shares of Unit Owners. The Shares of the Unit Owners in the Common Elements shall be the percentage of ownership as stated in Article III above and may be altered only by amendment hereof executed in form for recording by all of the Unit Owners. No such alteration shall affect the lien of any prior recorded mortgage unless written consent of the holder of such mortgage is obtained and recorded.

Such shares or values do not necessarily reflect or represent the selling price or actual value of any such Unit and no opinion, appraisal, market value, sale or transaction at a greater or lessor price than the assigned value recited herein shall be interpreted as requiring or permitting any change in the percentage of undivided interest assigned herein.

V.

MAINTENANCE AND REPAIRS

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

(a) The exterior of each Unit, including, without intending to limit the same thereto, paint, repair, replace and care for roofs, outside surfaces of exterior walls, exterior surfaces of chimneys and balconies; but specifically, excluding, however, all structural components of the units, pier or slab foundation, interior walls (gypsum board and paneling) and trim or paint or other finish thereon, all windows and window mullions and the interior of window frames, all doors (except for the painting of exterior surfaces thereof), all interior door frames, all doorbells, doortrackers, all door handles and locks, both exterior and interior, mailboxes, or decorative items on the exterior of Units;

(b) All water lines from water distribution system to individual Unit, sewerage lines from sewerage collection system to individual Unit, and specifically excluding all air conditioning and heating units and all fixtures and equipment related thereto, all ducts, pipes, conduits, wiring, outlets, meters, circuit breakers, fixtures, appliances and other equipment which provide service to the individual Units, whether located inside, outside or under any building or any other part of the Common Elements;

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

2. The Unit Owner. The responsibility of each Unit Owner shall be as follows:

(a) To maintain, repair and replace at his expense, all portions of his Unit, including, but not limited to: all structural components of the units, including slab or pier foundation, interior surfaces of exterior walls and interior surfaces of dividing walls, carpeting and flooring, windows, doors, locks, walls and ceilings and all internal installations of the Unit, such as fireplace units and flues, appliances, all plumbing, electrical, heating, and air conditioning fixtures or installations, and any portion of any other utility service facilities serving the Unit, whether located within or outside of the Unit boundaries as specified in Article II, but excluding those portions of the Condominium Property to be maintained, repaired and

replaced by the Association. Notwithstanding any other provision in this Act the responsibility and cost of maintenance, repair, and replacement of the structural components of the dividing walls separating two adjacent units shall be shared equally by the adjacent Unit Owners separated by the dividing wall;

(b) to perform his responsibility in such manner so as not unreasonably to disturb other persons residing within any of the Units;

(c) not to paint or otherwise decorate or change the appearance of any Common Elements, including Limited Common Elements and any portion of that Unit not within the walls of his Unit, without first obtaining the written consent of the Association, as provided for below in Article VI;

(d) to report promptly 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 the Unit 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 Unit without first obtaining the written consent of the Board of Directors of the Association, nor shall any Unit Owner perform any work upon the exterior surface of the dividing wall which might impair any servitude for structural support or other servitude without first obtaining the written consent of the Association and, where applicable, of the Unit Owner for whose benefit such servitude exists. The Board of Directors may require that a copy of plans for all of such work be prepared by an architect licensed to practice in this state and be filed with the Association prior to the commencement of the work.

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

VI.

USE RESTRICTIONS

In order to provide for a congenial occupation of the Units and to provide for the protection of the values of the Unit, the use of the Condominium Property shall be restricted to and be in accordance with the following provisions:

1. Residence. All dwellings shall be used for private residential purposes exclusively, except that a professional office may be maintained in a dwelling, provided that such maintenance and use is limited to the person actually residing in the dwelling and, provided further, that such maintenance and use is in strict conformity with the provisions of any relevant zoning law or ordinance.

As used herein, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and any other professional office, but not including medical and dental clinics.

2. Common Elements. The Common Elements shall be used for the furnishings of services and facilities for which the same are reasonably intended, for the enjoyment of the Units.

3. Limited Common Elements. The Limited Common Elements shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of only those Units specifically designated by the Plat Plan (Exhibit "A" attached hereto) and having the right to the exclusive use thereof.

4. Nuisances. No nuisances shall be allowed upon the Condominium 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 Condominium Property by its residents or increase the rate of insurance or costs of maintenance upon the Condominium Property.

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

6. Rules and Regulations. Rules and Regulations concerning use of the Condominium 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 the same become effective.

7. Declarant's Use. Until Declarant has completed and sold all of the Units, neither the Unit Owners nor the Association nor the use by the Association of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale or lease of the Units. The Declarant may make such use of the unsold Units and Common Elements as may facilitate such completion and sale or lease, including but not limited to the maintenance of a sales office, the showing of the property, and the display of signs, and leasing of said Units that remain under its ownership without prior approval of the Association.

VII.

LEASES AND CONVEYANCES

1. Leases. Any lease or sublease of a Unit shall include a provision that the Lessee agrees to abide by and comply with all of the terms and restrictions of the Condominium Declaration and the Rules and Regulations of the Association and the Association shall have the authority to act as the Owner's or Lessor's Agent in enforcing any compliance with either the terms of this Act or the terms of the lease or the Rules and Regulations of the Association. However, no Unit may be assigned, leased, subleased or used as a "Time Share" condominium, nor as a hotel or other similar transient use. Furthermore, written permission of the Unit Owner is required for any subleasing arrangements.

2. Resale of Units. Any resale of a Unit by a Unit Owner (excluding the original sales made by the developer) shall be subject to the requirements of the Louisiana Condominium Act (La. R.S. 9:1121.101-1124.117) and more precisely to the requirements of Section 9:1124.107 of that Act. The Unit Owner shall furnish to a purchaser before execution of any contract to purchase a Unit, or otherwise before conveyance, a copy of the declaration other than plats and plans, Articles of Incorporation or documents creating the Association, the ByLaws, and a certificate containing:

A. (1) A statement setting forth the amount of any current common expense assessments.

(2) A statement of any capital expenditures approved by the Association for the current and two next succeeding fiscal years.

(3) A statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the Association for any specified projects.

(4) The most recent balance sheet and income and expense statement of the Association, if any.

(5) The current operating budget of the Association, if any.

(6) A statement of any unsatisfied judgments against the Association and the status of any pending suits to which the Association is a party.

(7) A statement describing any insurance coverage provided by the Association, and

(8) A statement of the remaining term of any ground lease affecting the condominium and provisions governing any extension or renewal thereof.

B. The Association, within ten days after a request by a Unit Owner, shall furnish a certificate containing the information necessary to enable a Unit Owner to comply with this section. The Unit Owner providing a certificate pursuant to Subsection A is not liable to the purchaser for any erroneous information provided by the Association and included in the certificate.

C. A Unit Owner is not liable to a purchaser for the failure or delay of the Association to provide the certificate in a timely manner; however, the contract to purchase is voidable by the purchaser until a certificate has been provided and for five days thereafter, or until conveyance, whichever first occurs.

3. Assessments. No Unit Owner shall sell, convey, mortgage, or lease his Unit unless or until he shall have paid in full any charges assessed against his Unit and shall have satisfied all liens outstanding, except permitted mortgages. Except that this provision shall not apply to any judicial sale of any Unit or Units.

VIII.

ADMINISTRATION

1. Administration. The Condominium Property shall be administered by the Association in accordance with the following provisions.

2. The Association. The Cedarpark Village Homeowners Association, Inc. shall be a nonprofit corporation organized under the Louisiana Nonprofit Corporation Law and in accordance with its Articles of Incorporation, a copy of which is annexed hereto as Exhibit "B", the members of the Association shall be the Owners of the Units (including Declarant to the extent that it owns any Units) who shall have a vote for each Unit owned (the value of each

of said votes shall be equal to the proportions set forth in Article III above), and the Board of Directors of the Association shall be elected by the said Owners in accordance with the said Articles of Incorporation and the By-Laws of the Association.

3. Association By-Laws. The By-Laws of the Association shall be in the form attached as Exhibit "C", until such are amended in the manner therein provided.

4. Duties and Powers of the Association. The duties and powers of the Association shall be those set forth in this Condominium Declaration, the By-Laws and Articles of Incorporation, 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, By-Laws, and the Articles of Incorporation, the terms and provisions of this Condominium Declaration shall prevail and the Unit Owners covenant to vote in favor of such amendments to the By-Laws and Articles of Incorporation as will remove such conflicts or inconsistencies. The powers and duties of the Association shall be exercised in the manner provided by the By-Laws, Articles of Incorporation, 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 By-Laws and Articles of Incorporation.

5. Notices. All official written notices or demands, required by this Condominium Declaration or by Articles of Incorporation or By-Laws of the Association may be given by the Association to Unit Owners or by Unit Owners to the Association and other Unit Owners, by personal delivery or by registered or certified mail.

6. Application of Income and Common Surplus. All income received by the Association and all Common Surplus may, in 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 determine.

IX.

INSURANCE

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

1. Authority to Purchase. Except Builder Risk and other required insurance furnished by Declarant during construction, all insurance policies upon the Condominium Property (except as hereinafter required or allowed) shall be purchased by the Association for the benefit of the Unit Owners and their respective mortgagees, as their interests may appear, and shall provide for the issuance of certificates of insurance mortgage endorsements to the holders of mortgages on the Units or any of them, and if insurance companies will agree, shall provide that the insurer waives its rights to subrogation as to any claims against Unit Owners, the Association, and their respective servants, agents, and guests. Such policies and endorsements shall be deposited with the Association which must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms thereof. The Association shall give to each Unit Owner written notice of all insurance obtained, including details as to the coverage thereof and of any change therein or termination thereof.

2. Coverage. The Association shall at all times maintain the following insurance:

(a) The Condominium Property, including the Units and all other insurable improvements upon the land, and all personal property as may be owned by the Association shall be insured against casualty loss in an amount not less than eighty (80%) percent appraised replacement cost thereof (exclusive of excavation and foundations), without deduction for depreciation, as determined initially by an independent appraisal of all Units and improvements thereon and as revised as a result of subsequent independent appraisals of the Condominium Property made at least once every three (3) years thereafter or such other estimate of reproduction costs acceptable to the Board of Directors. The total value of insurance carried shall be such that at all times the coverage shall not be less than the amount required by any institutional mortgagee for any Unit. 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 structures similar in construction, location and use as the Units, including, but not limited to, vandalism, malicious mischief, and windstorm damages.

(b) Public liability and property damage insurance in such form and in such amounts as shall be required by the Association, including, but not limiting the same to, legal or contractual liability for personal injury and property damage. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a particular Unit Owner.

(c) Workmen's Compensation policy to meet the requirement of law.

(d) Insurance covering such other risks and hazards as the Board of Directors may from time to time determine to insure against.

Insurance for casualty loss from fire, and extended coverage applicable to Condominium Property shall include coverage for all parts of the Units, whether or not defined elsewhere herein as forming a part of the individual Units. Such coverage shall extend in addition to the structural elements of the Units to the walls, ceilings and carpeting of the Units and air conditioning and heating equipment, electrical and water facilities and other utility services of the Unit, appliances furnished by Declarant, but not to any appliances or movable property situated within the Units.

3. Premiums. All premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to Common Expenses.

4. Insurance Policies. All master or blanket policies on the Condominium and Condominium Property obtained and continued in effect by the Association for the benefit of the Owners, as hereinabove provided, shall be written in the name of the Association, which shall act as trustee for each individual Unit Owner and his mortgagee, if any. The Unit Owners and their mortgagees shall be beneficiaries, even though not expressly named in the policies, in the percentages or fractions in which the Unit Owners have an interest in the Common Elements, as provided in Article III hereinabove. Each policy shall contain a Louisiana Standard Mortgage clause in favor of each mortgagee of the Units and shall provide that any loss thereunder shall be payable to such mortgagees as their interest may appear, subject, however, to general "loss payment" provisions in favor of the Association, as herein provided.

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

(a) Waiver of subrogation by insurer as to any claims against the Association, Declarant, or its successors and assigns, Manager and Owners, their respective families, servants, agents and guests;

(b) That the Master Policy not be cancellable, invalidated, or suspended on account of the individual Unit Owners, or their respective families, servants, agents and guests without at least thirty (30) days' prior written demand that the Association cure or remedy any defect or condition which might cause such cancellation, invalidation or suspension;

(c) That the Master Policy not be cancellable, invalidated or suspended on account of the conduct of the Association or of any management agent employed by the Association without at least thirty (30) days' prior written demand that the Association cure the defect; and

(d) That the "no other insurance" clause in the Master Policy or policies exclude individual Unit Owners' policies from consideration.

5. Association as Insurance Trustee. The Association is irrevocably designated as trustee for each of the Unit Owners and their mortgagees, if any, for purposes of adjusting all claims for losses with the insurance carriers on all blanket or master policies obtained and continued in effect by the Association, and for purposes of granting and executing releases upon payment of claims, and the Association shall have full control of the proceeds of any such policies for purposes of repair and reconstruction, as hereinafter provided in Article X.

6. Insurance Obtained by Unit Owners. Except as expressly provided in this Article, no Owner shall obtain separate insurance on his Unit, or on any part of the Condominium Property, against loss by fire or other casualty which is covered by a blanket or master policy obtained and maintained in effect by the Association as hereinabove provided. Any Owner violating this provision shall be liable to reimburse the Association for any diminution or loss of insurance proceeds payable to the Association resulting from such unauthorized other insurance or from the proration of proceeds between any Master or blanket policy and such individual policy or policies.

Nothing contained herein, however, shall be construed to prohibit an individual Unit Owner from obtaining for his own benefit and at his own expense insurance coverage for personal liability in excess of that covered by

the blanket or master policies maintained by the Association and for casualty losses of any improvements made by an Owner to the immovable property within his Unit and the personal property of the Owner or Occupant situated within the Unit or other portions of the Condominium Property, and such insurance shall be of the type of coverage generally referred to as "contents insurance" or "tenants, improvements and betterments".

7. Application of Insurance Proceeds. Proceeds of insurance policies received by the Association, as trustee for the Owners, shall be distributed as follows:

(a) If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be expended as provided hereinafter in Article X. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This covenant is for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(b) If it is determined, as provided in Article X, that the damage for which the proceeds are paid shall not be reconstructed or repaired, or if there are excess proceeds remaining after reconstruction and repair, the remaining proceeds shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them. This covenant is for the benefit of any mortgagees of a Unit and may be enforced by such mortgagee.

(c) In the event that there are proceeds to be distributed to the beneficial owners as provided in (a) and (b) above, the proceeds shall be allocated in the following manner: An undivided share of such proceeds on account of damage to the Common Elements shall be allocated to the Unit Owners according to their fractional or percentage interest or share in the Common Elements as set forth hereinabove in Article III. Proceeds paid on account of damage to Units shall be held for the Owners of the damaged Units in proportion to the costs of repairing the damage suffered by each Unit Owner, which costs shall be determined by the Association. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owners shall be held in trust for the mortgagee and the Unit Owner as their interest may appear.

X.

RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

1. Common Elements In the event of destruction or damage to any part of the Common Elements, reconstruction and repairs shall be made as follows:

(a) If any part of the Common Elements other than the Units are destroyed or damaged they shall be reconstructed or repaired.

(b) Reconstruction or Repair After Casualty. If less than two-thirds of the total number of Units are substantially damaged or destroyed by fire or other casualty, they shall be reconstructed or repaired unless Unit Owners unanimously agree to terminate the Condominium Regime. In the event more than two-thirds (2/3) of the total number of Units are substantially damaged or destroyed by fire or other casualty and members entitled to cast at least seventy-five (75%) percent of the votes in the Association do not within sixty (60) days from the date of such casualty make request in writing to the Board of Directors of the Association to proceed with repair or reconstruction, then and in that event the Condominium Property shall be withdrawn from the Condominium Regime in accordance with Article XIV. Subject to the provisions of Article XV, no mortgagee of any Unit shall have the right to participate in the determination as to whether damaged property shall be reconstructed or repaired.

(c) Any reconstruction or repair shall be substantially in accordance with the plans and specifications for the original Units prepared by Developer (which plans and specifications shall be furnished by the Developer upon request by the Association in connection with such reconstruction or repair), or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is one or more of the Units, by not less than 75% of all Unit Owners, which approval shall not be unreasonably withheld. Repairs and restoration of any Unit as provided herein shall include, but not be limited to, the structural components of the Unit, the interior walls, ceilings, and carpeting of the Units, air conditioning and heating equipment, electrical and water facilities and other utility services of the Units, but shall not include any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed by the Unit Owners in the Units.

(d) Immediately after the occurrence of a casualty causing damage to any of the Common Elements, or the Units, for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost of repairs or replacements so as to place the damaged property in a condition as good as existing before the casualty. The Board of Directors of the Association, acting as trustee, shall disburse the proceeds of all insurance policies to contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of available insurance proceeds shall constitute a Common Expense, and the Board of Directors shall make assessments against the Unit Owners who own the damaged Units, and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds to pay the estimated costs of repairs and reconstruction. Additional assessments may be made at any time during or following the completion of construction. Any assessment may be made at any time during or following the completion of construction. Any assessments against the Unit Owners for damage to their individual Units shall be in proportion to each Unit Owner's fractional or percentage share of interest in the Common Elements as hereinabove provided.

2. The Units. If damage or destruction occurs only to those parts of one or more Units for which the responsibility of maintenance and repair is that of the individual Unit Owners, then the Unit Owner shall be responsible for reconstruction and repair or replacement after casualty. If any portion of the insurance proceeds payable to the Association upon occurrence of a casualty covered under the blanket or master policy is payable on account of damages the reconstruction and repair of which are the responsibility of the individual Unit Owner, then the Association shall pay over such portion of any insurance proceeds so allocated to the Unit Owner or if there is a mortgage endorsement, then to the Unit Owner and mortgagee jointly, who may use the proceeds as they may be advised.

XI.

ASSESSMENTS, COMMON EXPENSES AND COMMON SURPLUS

1. General. Assessments against the Units and the Unit Owners for Common Expenses and distributions of Common Surplus shall be made by the Board of Directors and approved by the membership of the Association pursuant to the provisions of the By-Laws.

2. Share of Common Expenses and Common Surplus. Each Unit Owner shall be liable for the Common Expenses and entitled to share in the Common Surplus in the proportions set forth in Article III above.

3. Annual Assessments for Common Expenses. Assessments for Common Expenses shall be made annually in advance by the Board of Directors of the Association based on estimated annual Common Expenses and adequate reserves for future Common Expenses, all as more particularly provided for in the By-Laws. Assessments shall be payable to the Association unless the Board of Directors designates that assessments shall be payable in twelve equal consecutive monthly installments, in advance, on the first day of each month beginning with the month immediately following the month in which the assessments are made and in accordance with the procedures set forth in the By-Laws.

4. Assessments for Emergencies. Assessments for Common Expenses for emergencies may be made by the Board of Directors in accordance with the provisions of the By-Laws and shall be due and payable at the time specially provided by the Board of Directors in making such emergency assessments, but shall otherwise be apportioned and collected in the same manner as annual assessments for Common Expenses.

5. Assessments for Non-Recurring Capital Expenditures. The Board of Directors shall be empowered to initially assess all Owners purchasing one or more Units from the Declarant an amount determined by the Board of Directors, within their discretion, to be necessary to defray capital expenditures and expenses required to commence operation and maintenance of the Condominium Property. Such assessments shall be deemed a Common Expense and shall be payable in full at the time of closing of the act of sale of the Unit from the Developer to the initial Owner or at such later time as may be prescribed by the Board of Directors and shall otherwise be collected in the same manner as assessments for Common Expenses.

6. Special Assessments. Any special assessments, the authority of which to levy is granted to the Association or its Board of Directors elsewhere in this Condominium Declaration or in any of the Condominium Documents, shall be made, apportioned and collected in the manner particularly set forth in those provisions of the Condominium Documents authorizing the assessment or in the action of the Board of Directors in making the assessment, and in lieu thereof in the same manner as annual assessments for Common Expenses.

7. Liability for Assessments. Each initial purchaser of a Unit from the Declarant shall be liable for all assessments accruing against his Unit on or subsequent to the date of closing of the act of transfer of such Unit from the Declarant. Any purchaser from an individual Unit Owner, except a purchaser at a judicial sale, shall be liable for all assessments made against such Unit prior to and subsequent to his acquisition. A purchaser at a judicial sale shall be liable for all assessments against the purchased Unit subsequent to the sale and for his share of Common Expenses, which shall include any unpaid Common Expenses or assessments chargeable to the purchased Unit. Each Unit Owner shall be personally liable to the Association for all sums assessed against his Unit for his share of the Common Expenses, and joint owners shall be liable in solido for such assessments. A Unit Owner may not relieve himself from liability of his assessed share of the Common Expenses or from other proper assessments by abandonment of his Unit. A Unit Owner shall not be liable for payment of any assessment for Common Expenses accruing subsequent to a bona fide sale or other transfer of his Unit (made in accordance with Article VII hereinabove) but shall remain liable in solido with the transferee of the Unit for payment of all previously accrued assessments which were due at the time of transfer of the Unit.

Subject to such terms and conditions as may be established by the Association, and provided that the Unit is free and clear of liens and encumbrances other than a permissible first mortgage and the statutory lien for assessments for Common Expenses, a Unit Owner may convey his Unit to the Association, or its designee, on behalf of all other Unit Owners, and said Unit Owner shall be exempt from Common Expenses thereafter accruing and assessments therefor.

8. Interest, Penalties and Liens. Assessments, and installments thereof, paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of ten (10%) percent per month from the date when due until paid, and a late charge of ten (10%) percent of the unpaid installment(s) shall be assessed against the delinquent Unit Owner monthly. All payments upon account shall be first applied to interest and penalties and then to the assessment payment first due. Failure to pay any monthly installment of any assessment shall, at the option of the Board of Directors of the Association, mature the entire annual assessment for Common Expenses and the same shall be due and payable immediately. The lien for unpaid

assessments provided by the Louisiana Condominium Act shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

9. Records and Certificates. The Association shall maintain accounting records according to good accounting practices and as provided in the By-Laws of the Association. Such records shall be available for inspection by the Unit Owners at reasonable times and shall include:

- (a) an itemized record of all receipts and expenditures; and
- (b) a separate account for each Unit which shall indicate:
 - (i) the name and address of the Unit Owner; (ii) the amount and due date of each assessment for Common Expenses pertaining to the Unit; (iii) amounts paid on the account; and (iv) any balance due. A Unit Owner and his mortgagee or purchaser of a Unit shall have the right to require from the Association a certificate showing the amount of unpaid assessments with respect to the Unit.

XII.

COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Condominium Documents and Rules and Regulations adopted pursuant thereto, as the same may be amended from time to time. A default shall entitle the Association or other Unit Owners to the following relief:

1. Legal Proceedings. Failure to comply with any of the terms of the Condominium Documents and Rules and Regulations adopted pursuant thereto shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due to 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.

2. Liability for Damages. A Unit Owner shall be liable for the expenses of any maintenance, repair or replacements of the Common Elements 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.

3. Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a Unit Owner, and if the Association should be the prevailing party, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

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

5. Cumulation of Rights. All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising such other and additional rights, remedies or privileges as may be granted to such party by the Condominium Documents or by law.

XIII.

AMENDMENT

The Condominium Documents may be amended in the following manner:

1. Condominium Declaration. Amendments to this Condominium Declaration shall be proposed and adopted as follows:

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

(b) A resolution for adoption of 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. Directors and Unit Owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approvals must be by not less than sixty-seven (67%) percent of the Unit Owners; provided that any amendment which would effect a change in the percentage or share of undivided interest of any Unit Owner in the Common Elements shall require approval of all Unit Owners and all mortgagees.

(c) 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 recorded with the Clerk of Court in and for St. Tammany Parish, Louisiana. Copies of same shall be sent to each Unit Owner, but the same shall not constitute a condition precedent to the effectiveness of such amendment.

2. Association - Articles of Incorporation and By-Laws. The Articles of Incorporation and the By-Laws of the Association shall be amended in the manner provided by such documents.

3. Amendment by Declarant Alone. Amendments to the Condominium Declaration and any exhibit thereto may be executed by the Declarant alone, in the following respect:

(a) to reflect changes in the interior design and arrangement of any Unit or Units which are owned by the Declarant at the time such changes are made;

(b) to reflect minor variances between the relative location and approximate dimensions of the Common Elements and each Unit as shown on Exhibit "A" and the actual location and dimensions of the Common Elements and of each Unit, once construction of these improvements are completed.

XIV.

WITHDRAWAL OF PROPERTY AND TERMINATION OF THE CONDOMINIUM

The Condominium Property or any part thereof may be withdrawn from the Condominium Property Regime and the Condominium terminated with respect thereto in the following manner:

1. Voluntary Withdrawal. The entire Condominium property or any part thereof may be withdrawn from the Condominium Regime by unanimous agreement of Unit Owners, which Agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of real property. The withdrawal of Condominium Property and termination of the Condominium Regime with respect thereto shall become effective when the aforesaid agreement authorizing such withdrawal has been recorded with the Clerk of Court in and for St. Tammany Parish, Louisiana. The consent of all mortgagees or other lien creditors of the Units shall be obtained before the Condominium Property may be withdrawn.

2. Destruction. If it is determined in the manner elsewhere provided that all or the requisite portion of the Condominium Property which has been destroyed or damaged as a result of casualty shall not be reconstructed, then the Condominium Property will be withdrawn from the Condominium Regime and the Condominium terminated. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Association certifying as to the facts affecting the termination, which certificate shall become effective upon being recorded with the Clerk of Court in and for St. Tammany Parish, Louisiana.

3. Status of Property After Withdrawal. Upon withdrawal of the Condominium Property from the Condominium Regime pursuant hereto, the Property shall be deemed to be owned in indivision by all the Owners of the Units in the Condominium Property. The percentage of undivided ownership of a Unit Owner in the Condominium Property shall be equal to his former percentage of ownership in the Common Elements. Liens upon individual Condominium parcels shall, following termination of the Condominium Regime, be upon the respective undivided shares of the owners in the said Condominium parcel.

4. Partition of Property. Following withdrawal of the Condominium Property or any part thereof, such withdrawn property shall be subject to partition by the Action of any owners of the Withdrawn Property.

5. Disposition of Assets. All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the former Unit Owners in proportion to the share of Common Expenses paid by each Unit Owner. All costs incurred by the Association in connection with the termination of the Condominium Regime and withdrawal of the Condominium Property shall be a part of the Common Expenses. Any surplus remaining after complete disposal of the withdrawn property shall be distributed to the former Unit Owners in accordance with their respective Shares of the Common Surplus as elsewhere provided.

XV.

COVENANTS RUNNING WITH THE LAND

All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part thereof and interest

therein, including, but not limited to, every Unit and 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 the Condominium Documents.

XVI.

SEVERABILITY

If any term, covenant, provision, phrase or other element of the Condominium Documents is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, covenant or element of the Condominium Documents. If any provision of this Condominium Declaration, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of Louisiana, then the said laws shall be deemed controlling and the validity of the remainder of this Condominium Declaration, and the application of any such provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

XVII.

CAPTIONS

Captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon or used on construing the effect or meaning of any part of the text of the Condominium Documents.

XVIII.

GENDER, SINGULAR, PLURAL

Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and any gender shall be deemed to include all genders.

XIX.

ADDITIONAL PROVISIONS

All provisions of the Condominium Declaration are in addition to the provisions of the Louisiana Condominium Act, Louisiana Revised Statutes 9:1121, et seq., as same may be from time to time amended, which said statute is made a part hereof as though copied herein in words and figures.

THUS DONE AND PASSED, in my office in St. Tammany Parish, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto signed their names with the said appearers, and me, Notary, after due reading of the whole.

WITNESSES:

Max Hogan

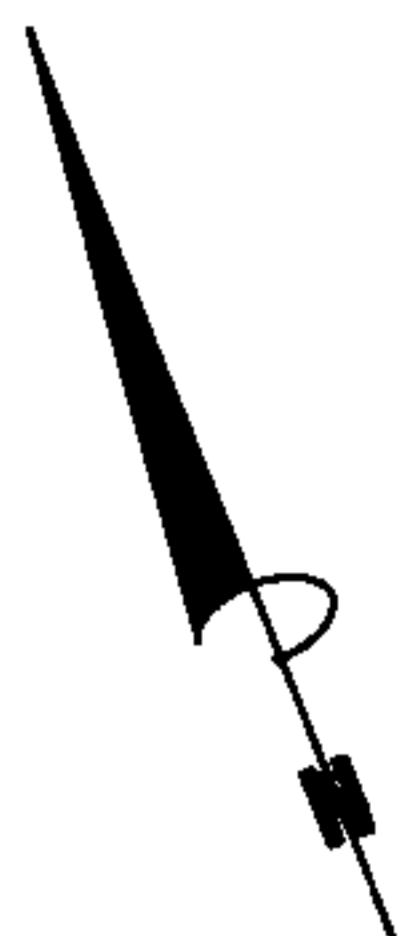
Irena J. Cairns

DONNA PEIRSOL KOHLER, WIFE OF/AND
JOHN V. KOHLER

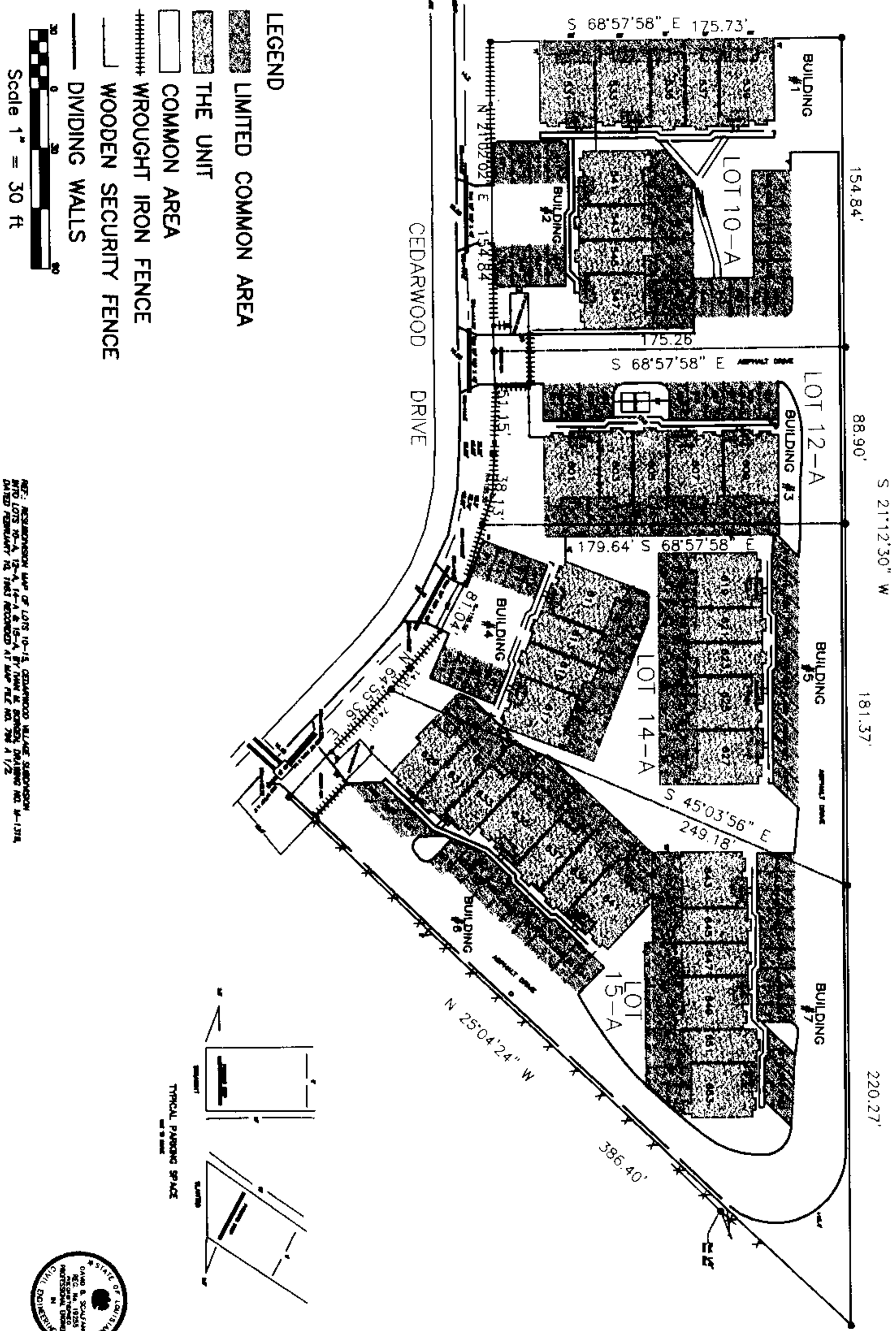
BY: *[Signature]*
PHILIP H. GAGNON, Representative
and Attorney-in-Fact

Robert L. Bailey, III
ROBERT L. BAILEY, III, Notary Public

SEE EXTRA MAP FILE # 3325
INSTRUMENT # 1134535
ORIGINALLY FILED DATE 2-5-99
EXTRA MAP FILED DATE 2-5-99
St. Tammany Parish Clerk of Court
Deputy Clerk Joseph Benoit



CEDARPARK VILLAGE CONDOMINIUMS
 MAP OF UNIT NO.s 531,533,535,537,539,541,543,545,547,
 601,603,605,607,609,611,613,615,617,619,621,623,625,627,
 629,631,633,635,637,639,641,643,645,647,649,651,653 AND
 LIMITED COMMON AREAS COMPOSED OF
 LOTS 10-A, 12-A, 14-A & 15-A
 CEDARPARK VILLAGE SUBDIVISION
 CITY OF MANDEVILLE,
 ST. TAMMANY PARISH, LOUISIANA
 FOR JOHN V. KOHLER



- LEGEND**
- LIMITED COMMON AREA
 - THE UNIT
 - COMMON AREA
 - WROUGHT IRON FENCE
 - WOODEN SECURITY FENCE
 - DIVIDING WALLS
- Scale 1" = 30 ft

REF: RESUBDIVISION MAP OF LOTS 10-15, CEDARPARK VILLAGE SUBDIVISION,
 INTO LOTS 10-A, 12-A, 14-A & 15-A BY JOHN V. KOHLER, DATED FEBRUARY 12, 1998, PLAT NO. 98-1318.

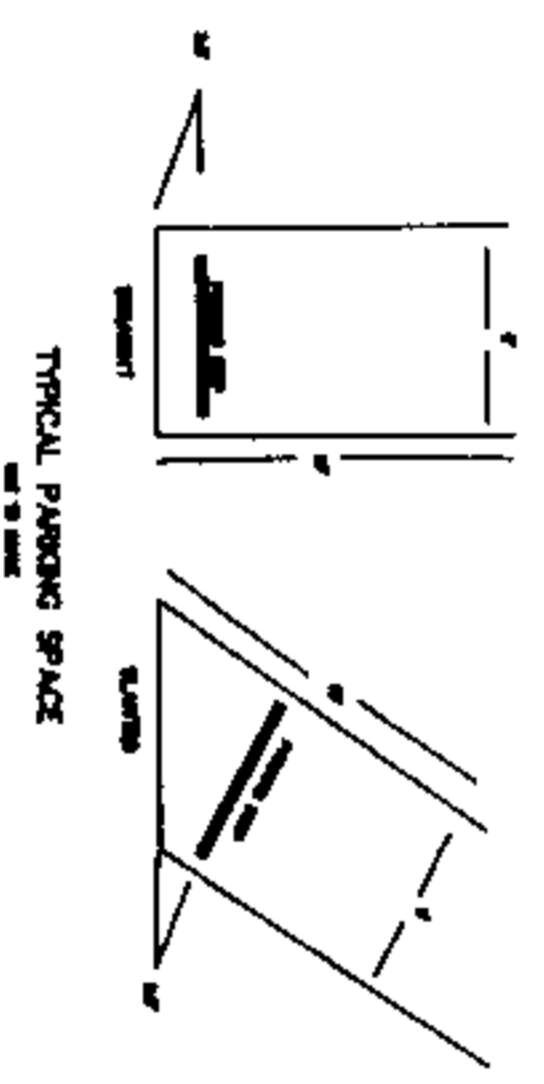


EXHIBIT "A"
 Sheet 1 of 19 sheets.
 (NOT TO SCALE)

NORTHLAKE ENGINEERS & SURVEYORS, INC.
 Professional Engineers and Surveyors

3711 N. CANTREWAY BOULEVARD - SUITE 300
 MANDEVILLE, LOUISIANA 70471
 (504) 833-0008 (504) 833-0087 FAX

SHEET NUMBER
 1 OF 1

JOHN V. KOHLER
 CEDARPARK VILLAGE CONDOMINIUMS

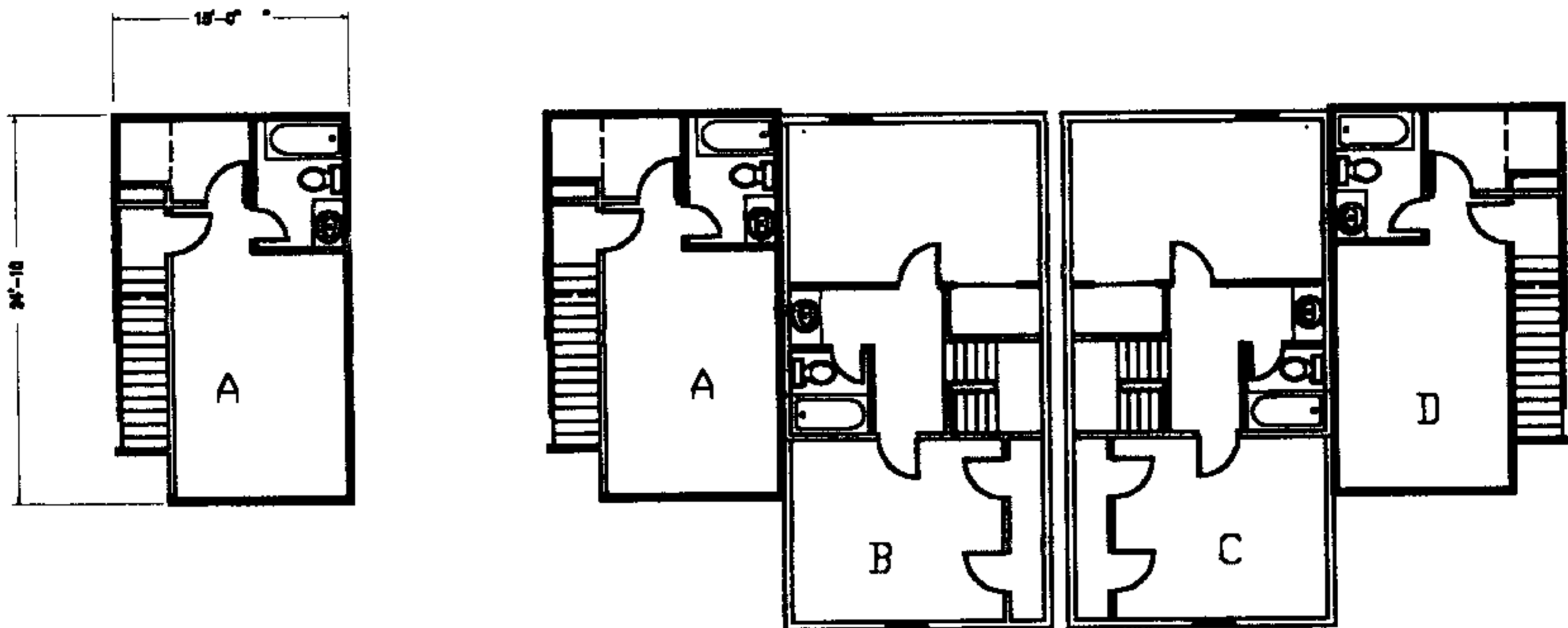
DRAWN BY: []
 SCALE: 1"=30'

CHECKED: []
 DATE: []
 JOB NO.: 870006

REVISION: []
 DATE: 10/18/99

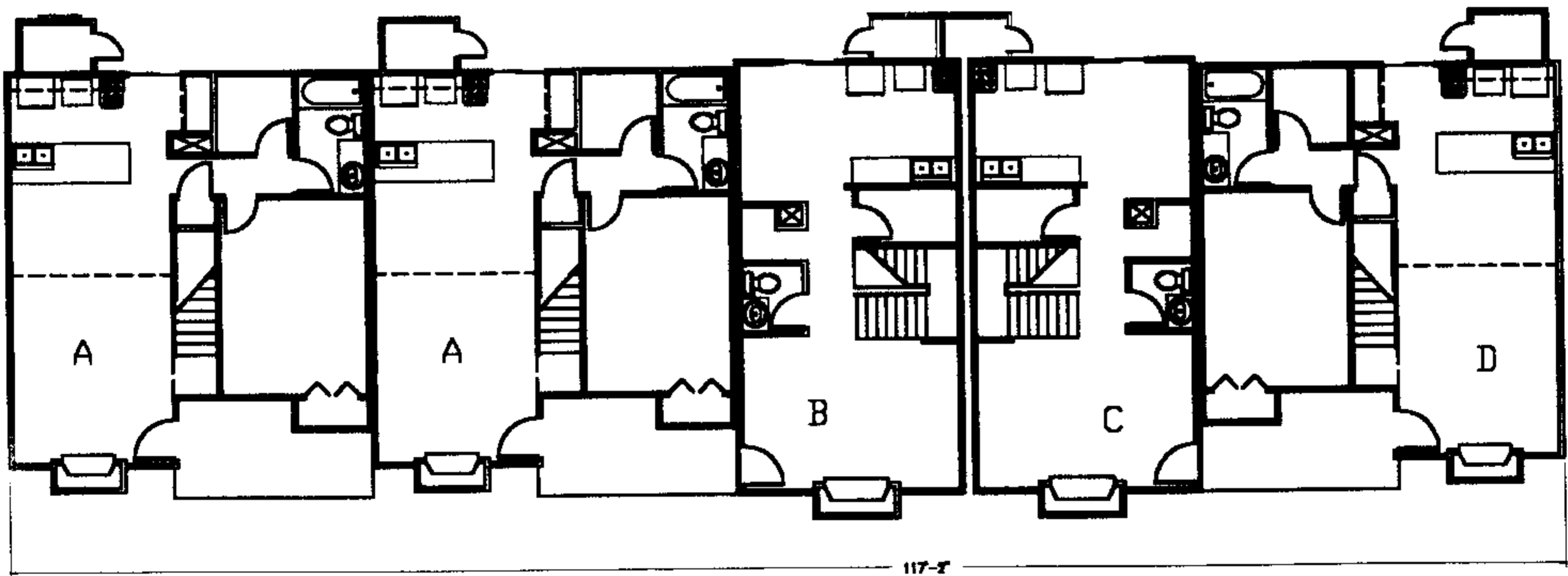
DRAWN BY: []
 DATE: 10/15/98

[]
 []



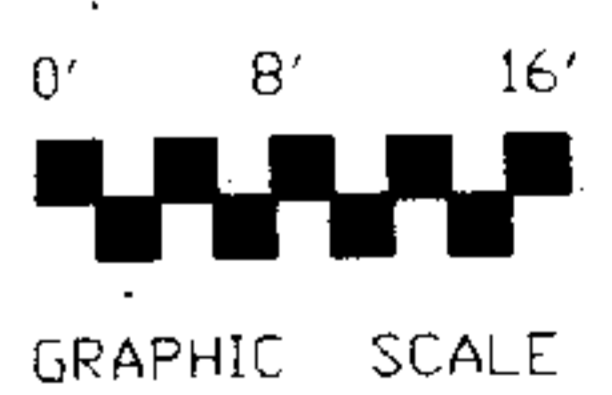
BLDG. #1, #3,#5 SECOND LEVEL FLOOR PLAN

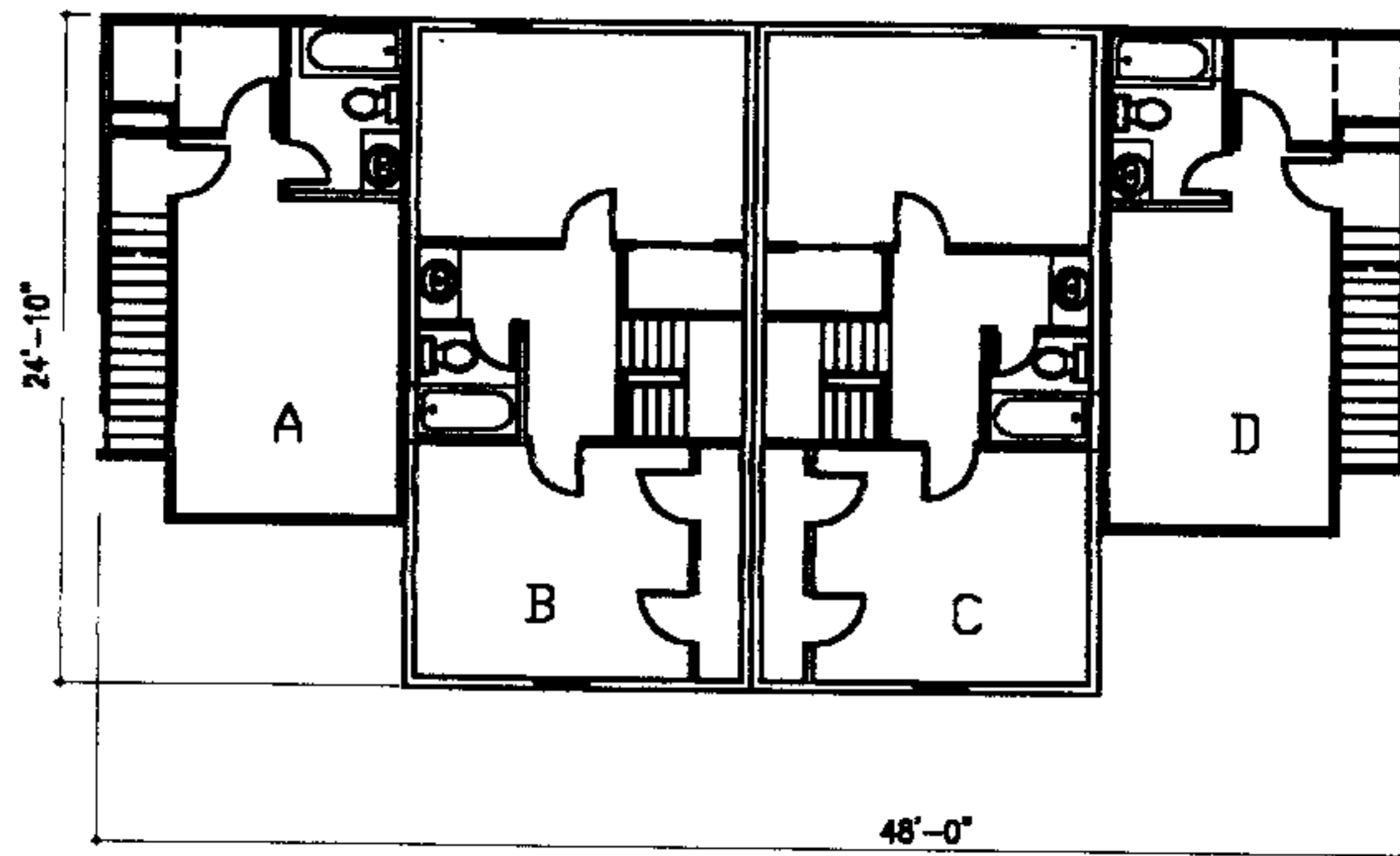
BLDG #1	UNITS (A)531, (A)533, (B)535, (C)537,(D) 539
BLDG #3	UNITS (D)601, (C)603,(B) 605, (A)607,(A) 609
BLDG #5	UNITS (D) 619, (C)621,(B) 623,(A) 625,(A) 627



BLDG. #1, #3, #5 FIRST LEVEL FLOOR PLAN

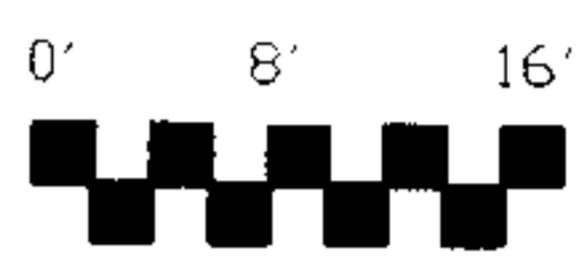
BLDG #1	UNITS (A)531, (A)533, (B)535, (C)537,(D) 539
BLDG #3	UNITS (D)601, (C)603,(B) 605, (A)607,(A) 609
BLDG #5	UNITS (D) 619, (C)621,(B) 623,(A) 625,(A) 627





BLDG. # 2 SCOND LEVEL FLOOR PLAN

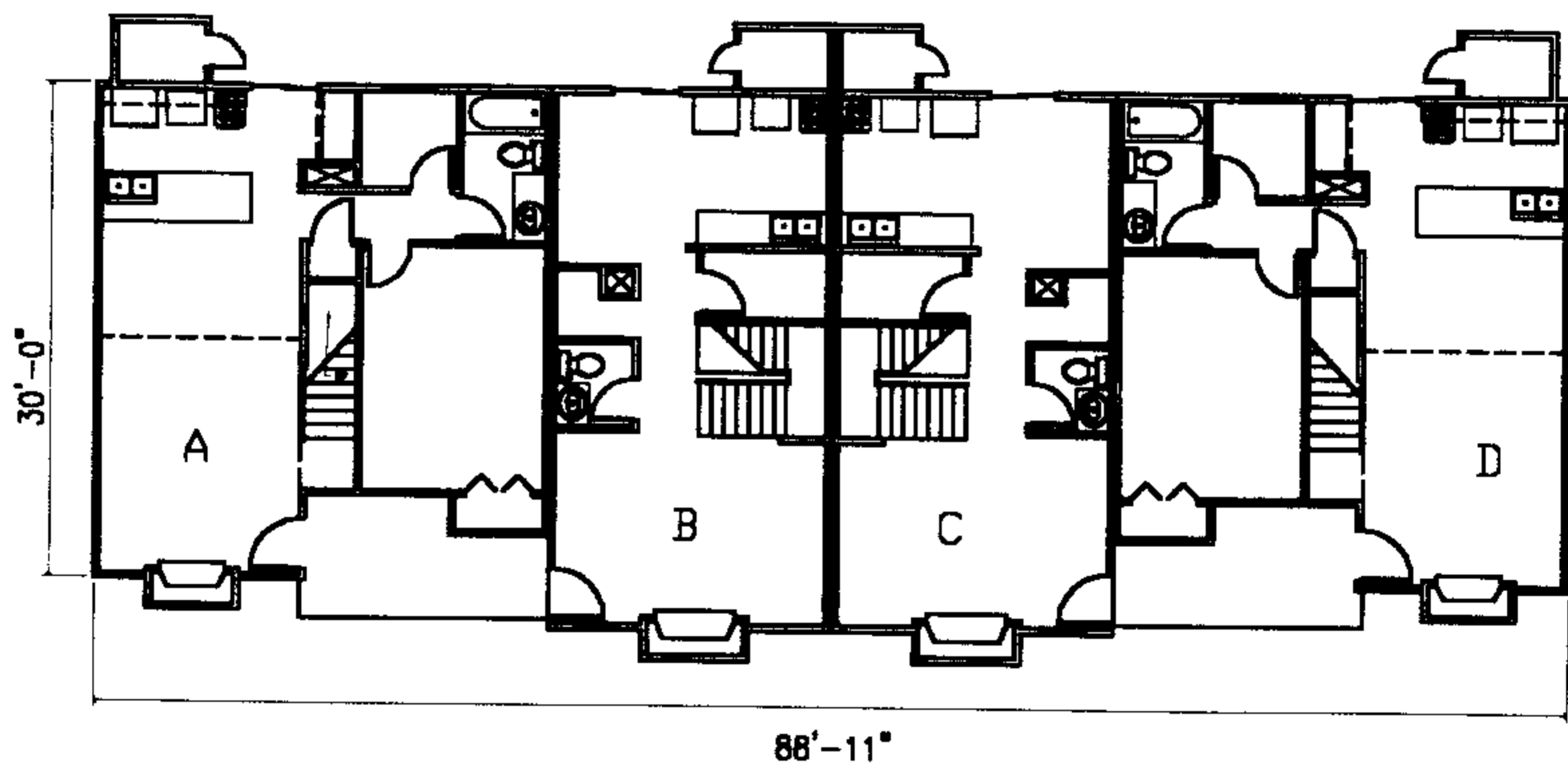
UNITS (A) 541, (B) 543, (C) 545, (D) 547



BLDG. # 4 SECOND LEVEL FLOOR PLAN

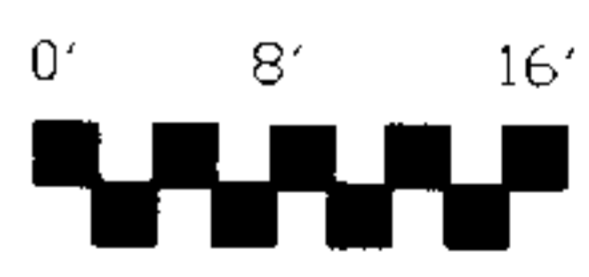
UNITS (A) 611, (B) 613, (C) 615, (D) 617

GRAPHIC SCALE



BLDG. # 2 FIRST LEVEL FLOOR PLAN

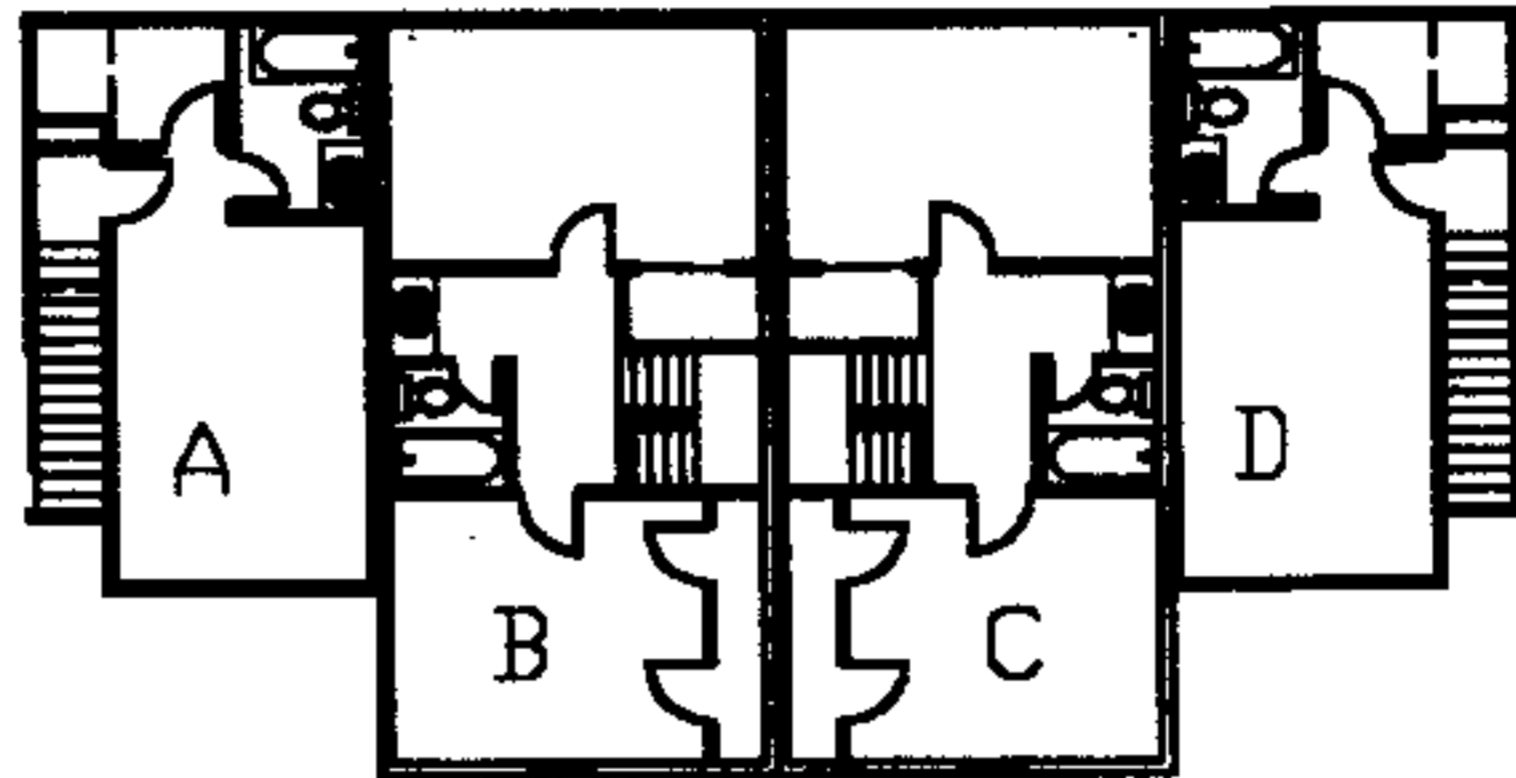
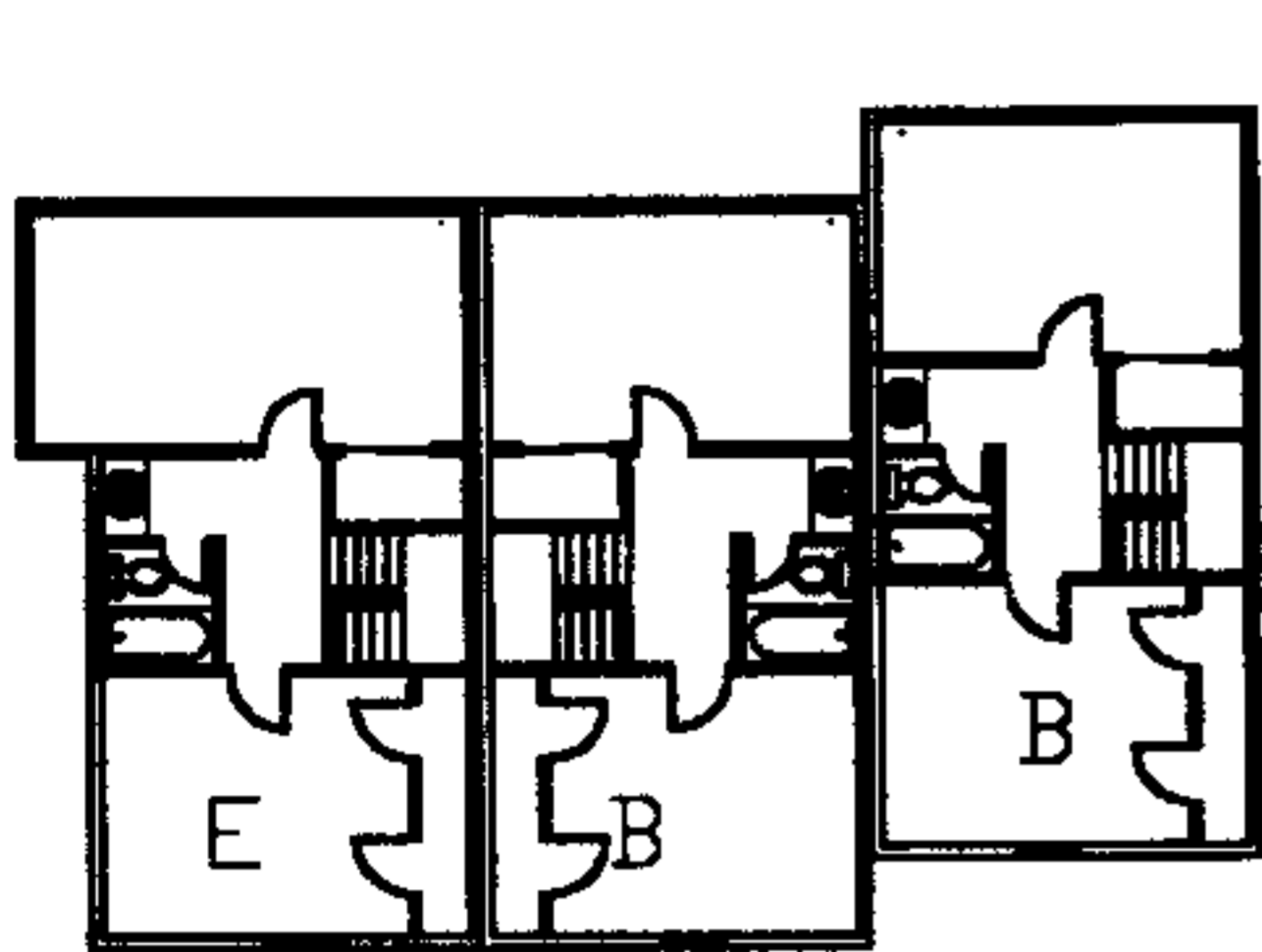
UNITS (A) 541, (B) 543, (C) 545, (D) 547



BLDG. # 4 FIRST LEVEL FLOOR PLAN

UNITS (A) 611, (B) 613, (C) 615, (D) 617

GRAPHIC SCALE

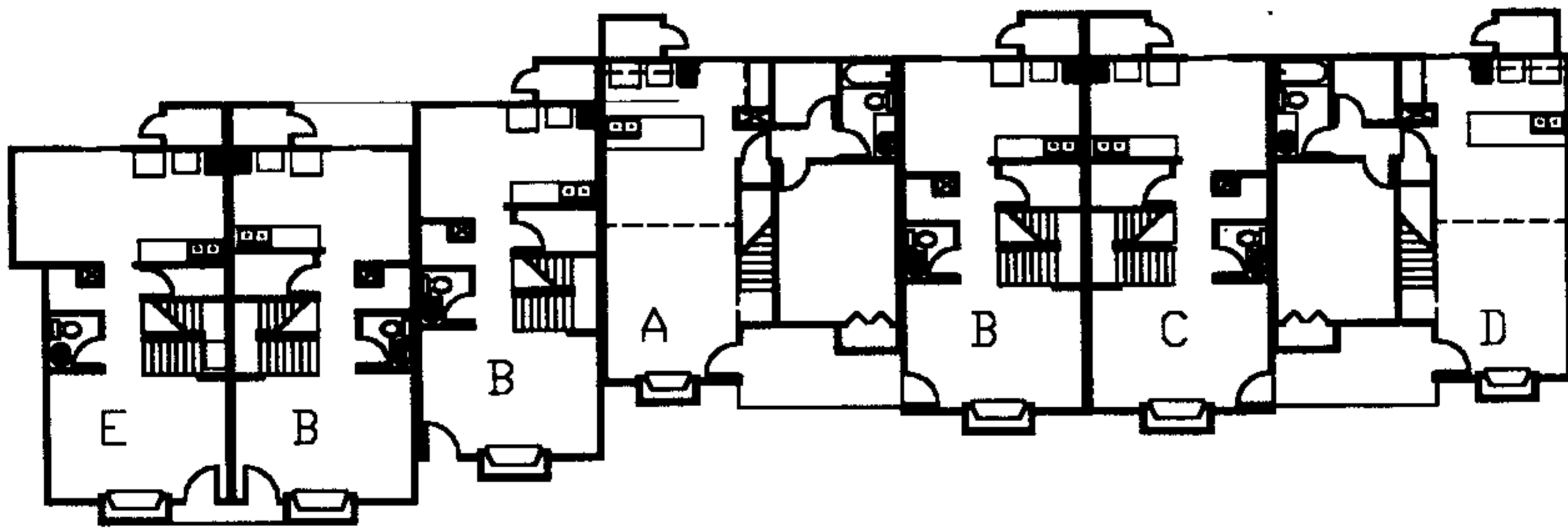


BLDG. # 6 SECOND LEVEL FLOOR PLAN

UNITS (E) 629, (B) 631, (B) 633, (A) 635, (B) 637, (C) 639, (D) 641



GRAPHIC SCALE



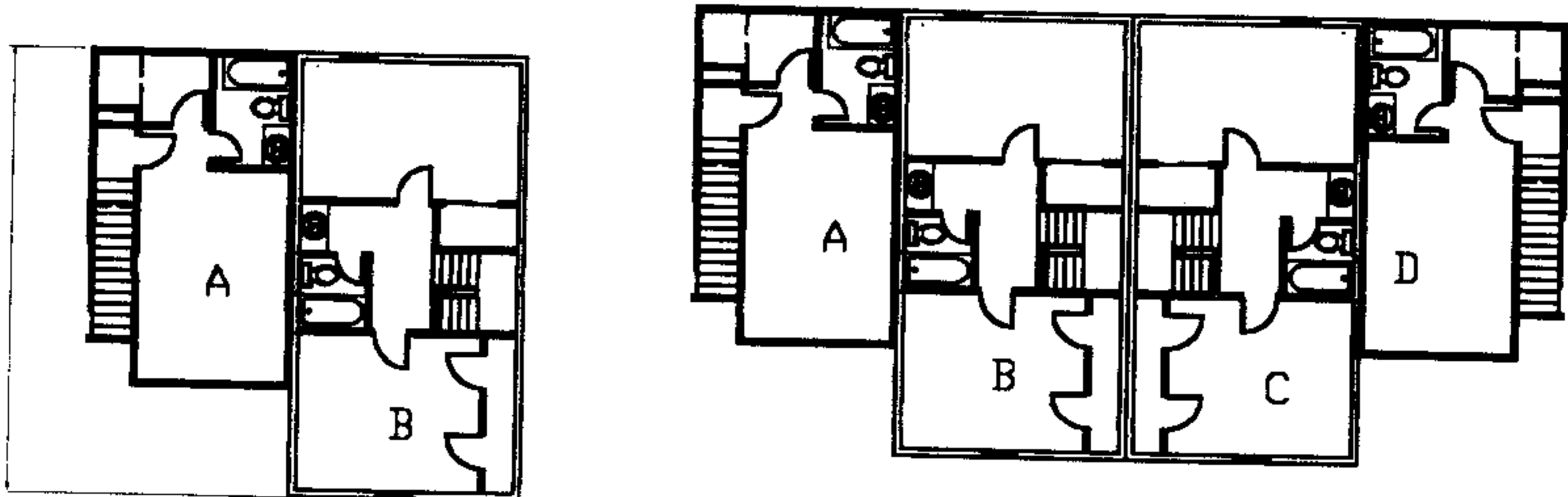
BLDG. # 6 FIRST LEVEL FLOOR PLAN

UNITS (E) 629, (B) 631, (B) 633, (A) 635, (B) 637, (C) 639, (D) 641



GRAPHIC SCALE

24'-10"



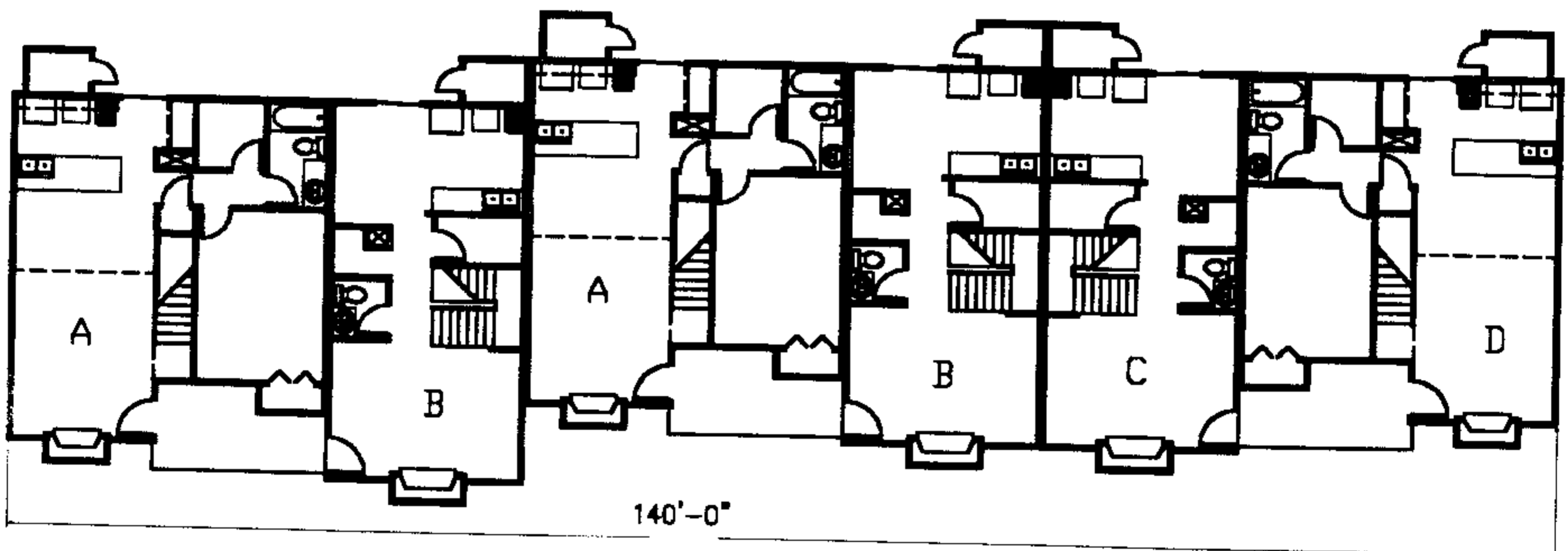
BLDG #7 SECOND LEVEL FLOOR PLAN

UNITS (A)653, (B) 651, (A) 649, (B) 647, (C) 645, (D) 643.

0' 8' 16'



GRAPHIC SCALE



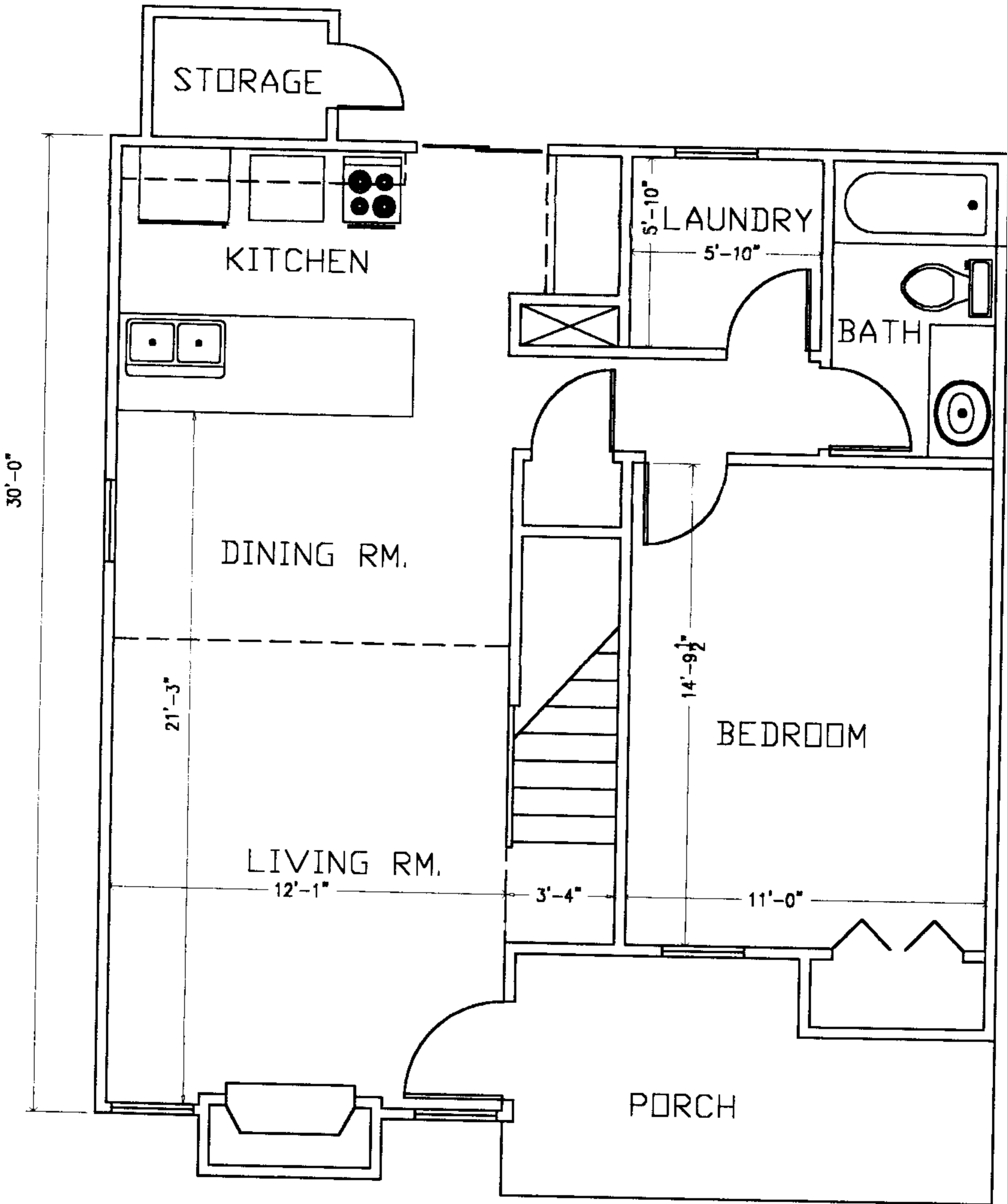
BLDG #7 FIRST LEVEL FLOOR PLAN

UNITS (A)653, (B) 651, (A) 649, (B) 647, (C) 645, (D) 643

0' 8' 16'



GRAPHIC SCALE



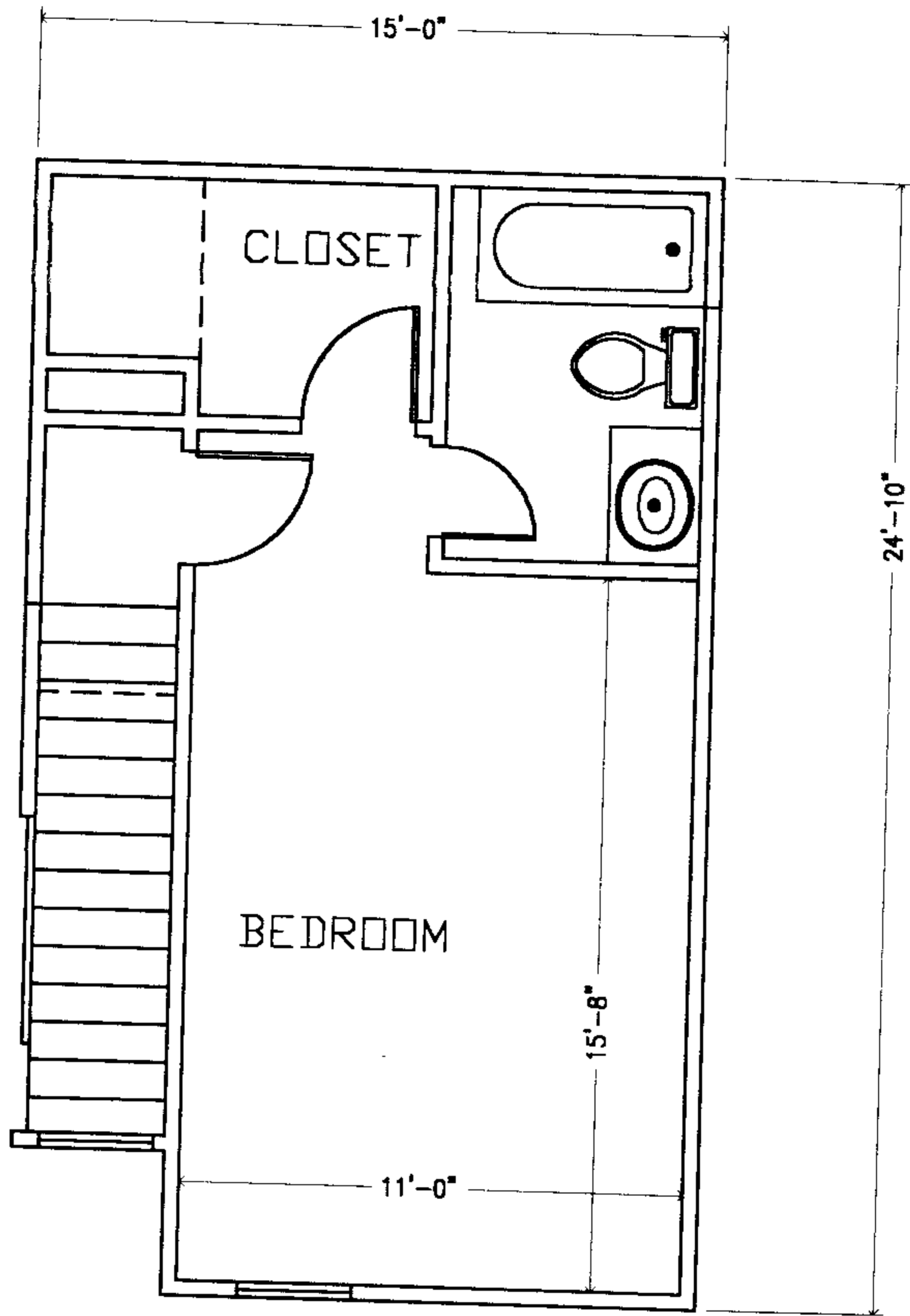
TYPICAL FIRST LEVEL FLOOR PLAN UNIT A

0' 2' 4' 6' 8' 10'



GRAPHIC SCALE

AREA 847 SQ.FT.



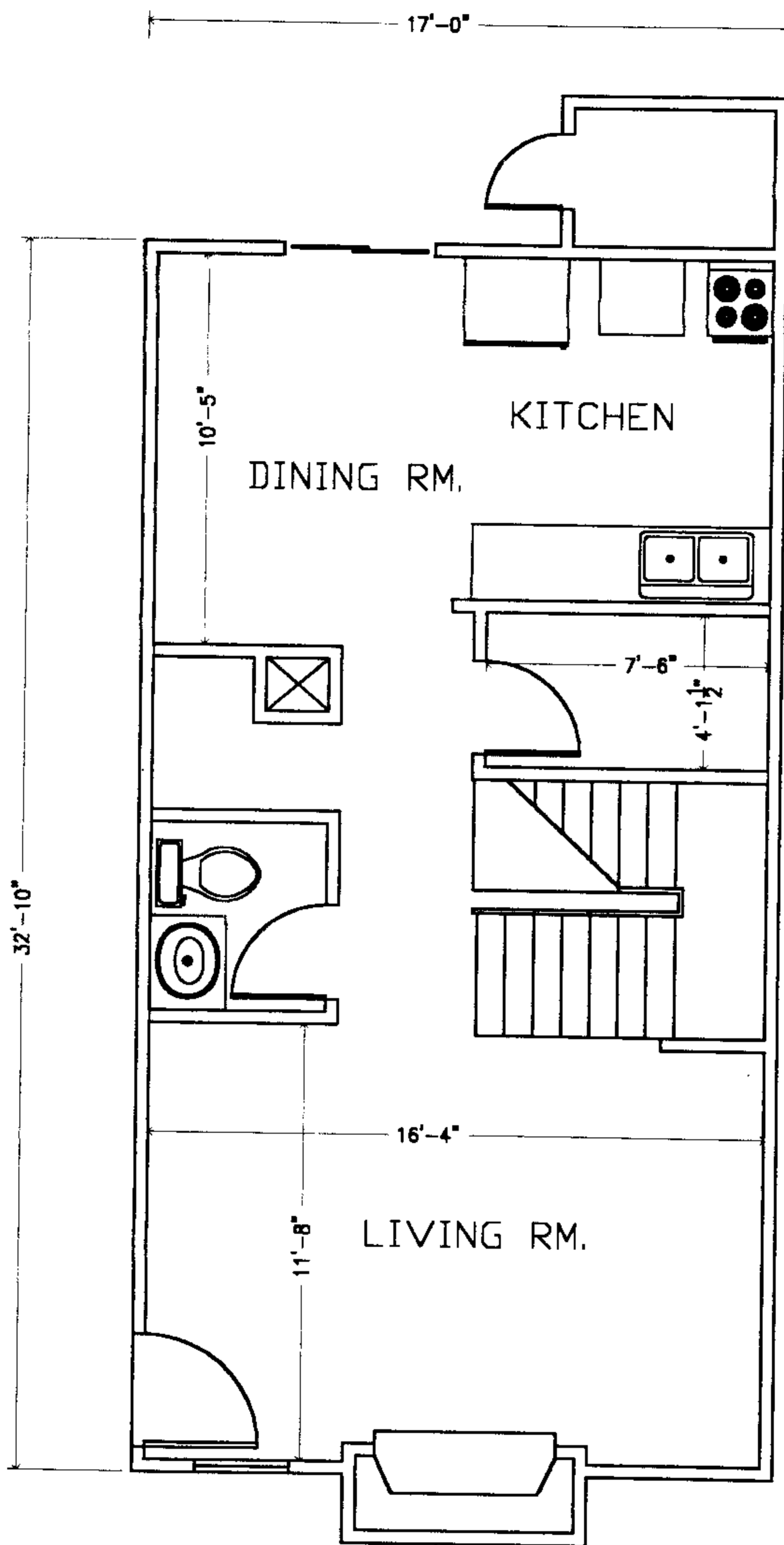
TYPICAL SECOND LEVEL FLOOR PLAN UNIT A

0' 2' 4' 6' 8' 10'



GRAPHIC SCALE

AREA 362 SQ.FT.



TYPICAL FIRST LEVEL FLOOR PLAN UNIT B

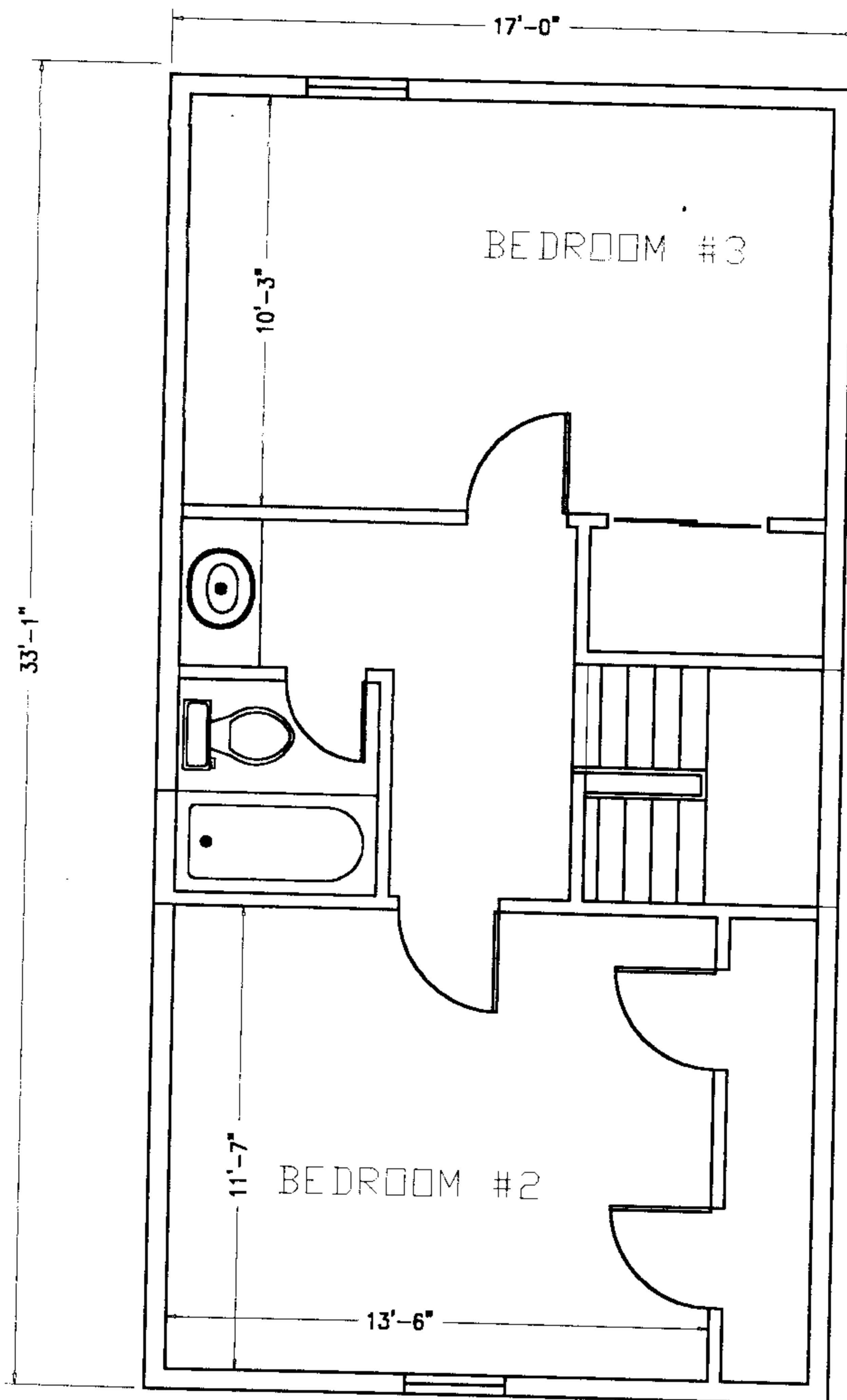
0' 2' 4' 6' 8' 10'



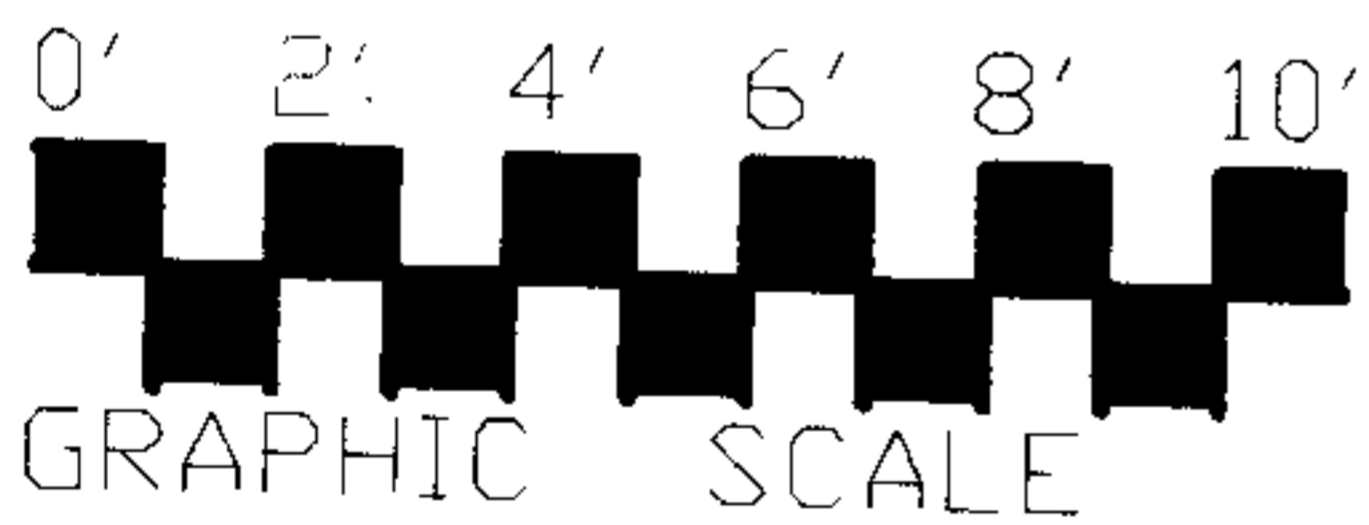
GRAPHIC SCALE

AREA 589 SQ.FT.

EXHIBIT "A" Sheet 8 of 19 sheets.



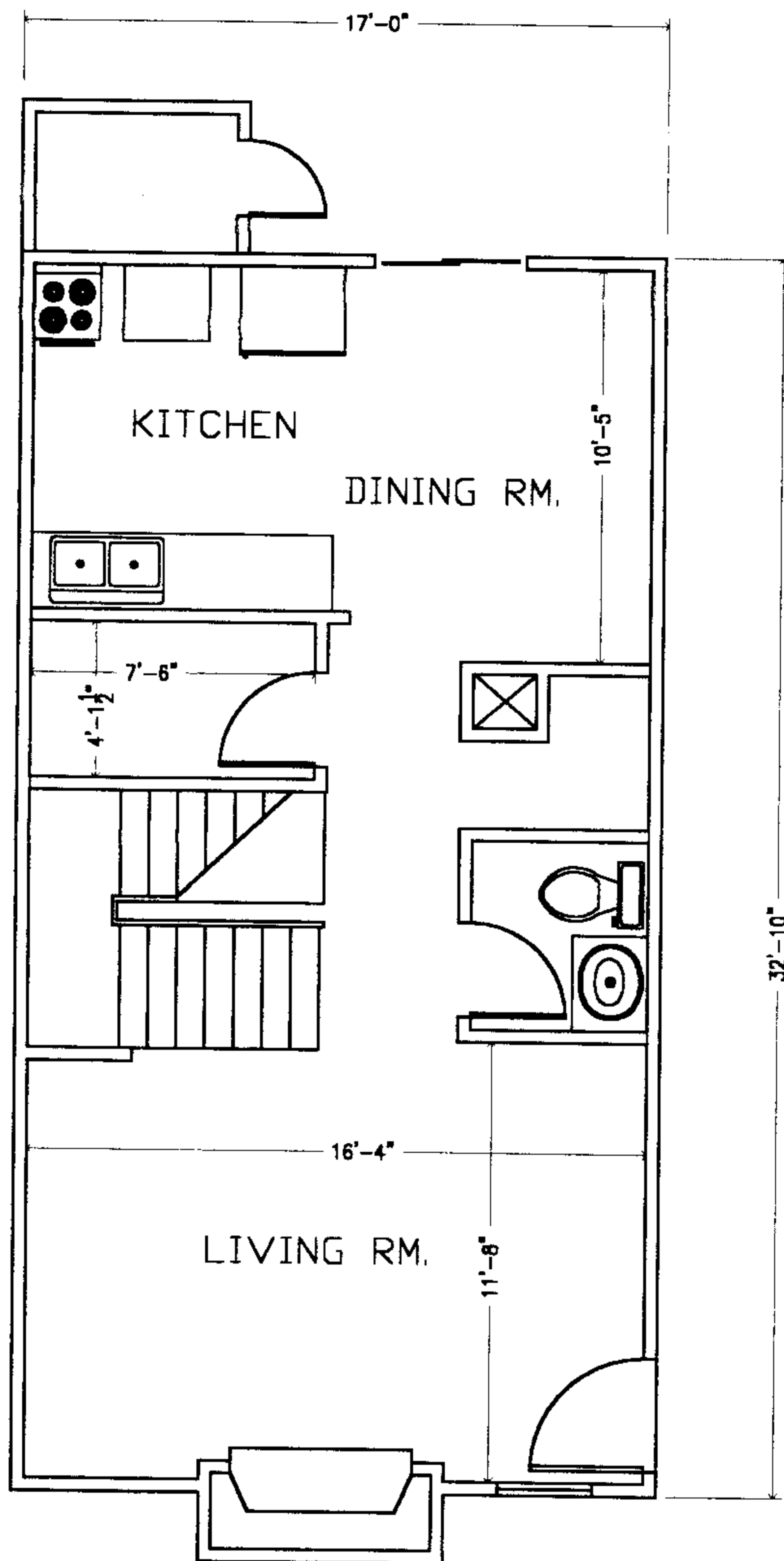
TYPICAL SECOND LEVEL FLOOR PLAN UNIT B



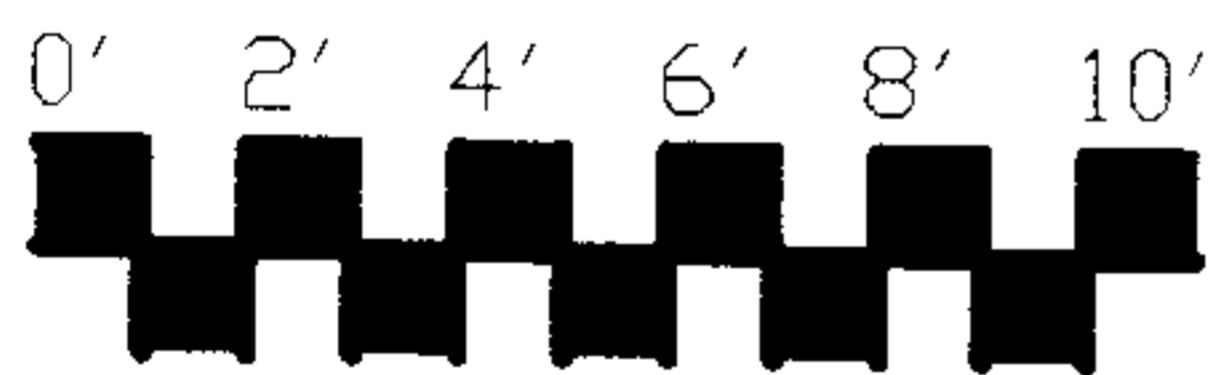
AREA 540 SQ. FT.

EXHIBIT "A"

Sheet 9 of 19 sheets.



TYPICAL FIRST LEVEL FLOOR PLAN UNIT C.

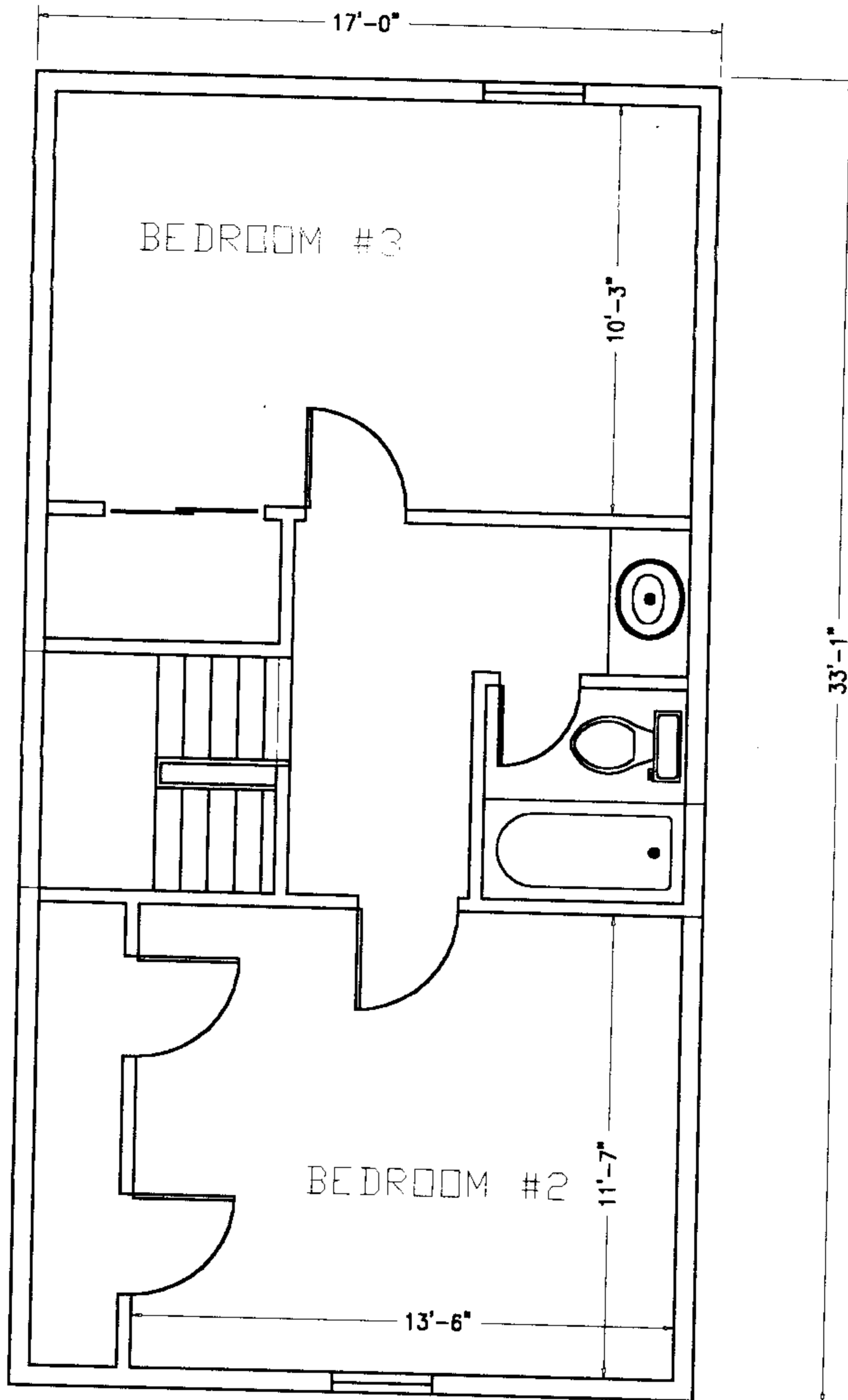


GRAPHIC SCALE

AREA 589 SQ.FT.

EXHIBIT "A"

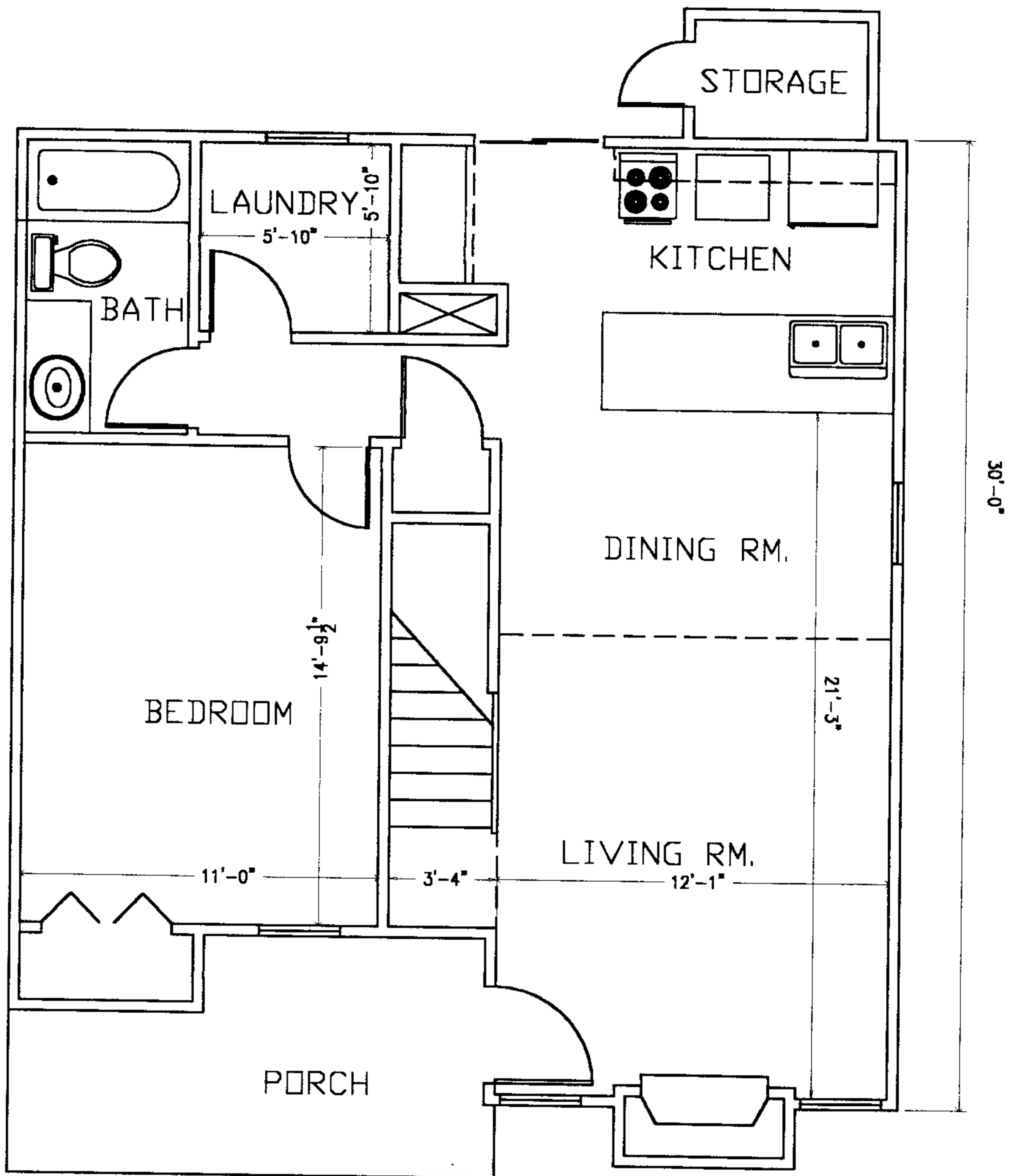
Sheet 10 of 19 sheets.



TYPICAL SECOND LEVEL FLOOR PLAN UNIT C.



AREA 540 SQ. FT.



TYPICAL FIRST LEVEL FLOOR PLAN UNIT D.

0' 2' 4' 6' 8' 10'

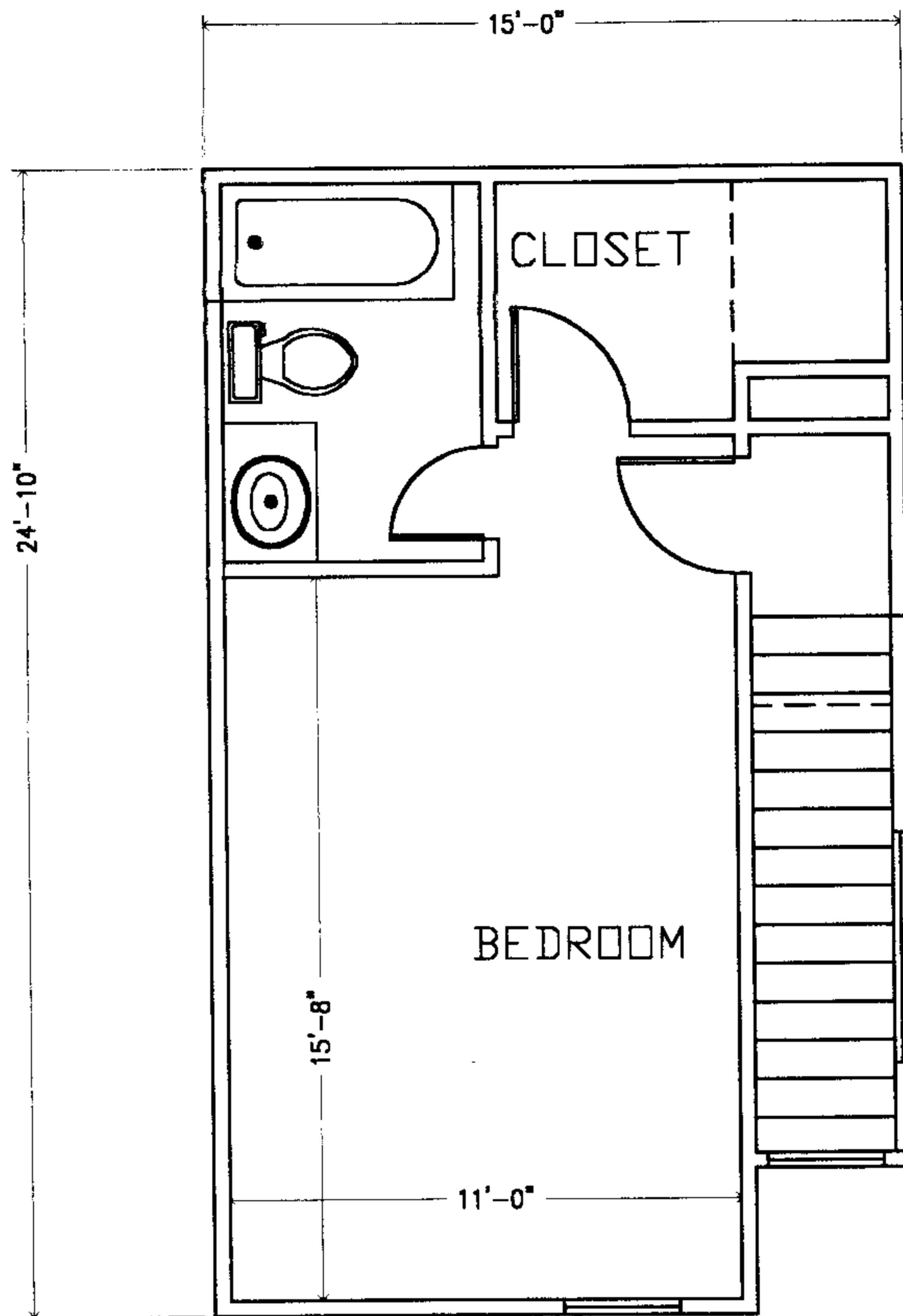


GRAPHIC SCALE

AREA 847 SQ.FT.

EXHIBIT "A"

Sheet 12 of 19 sheets.



TYPICAL SECOND LEVEL FLOOR PLAN UNIT D.

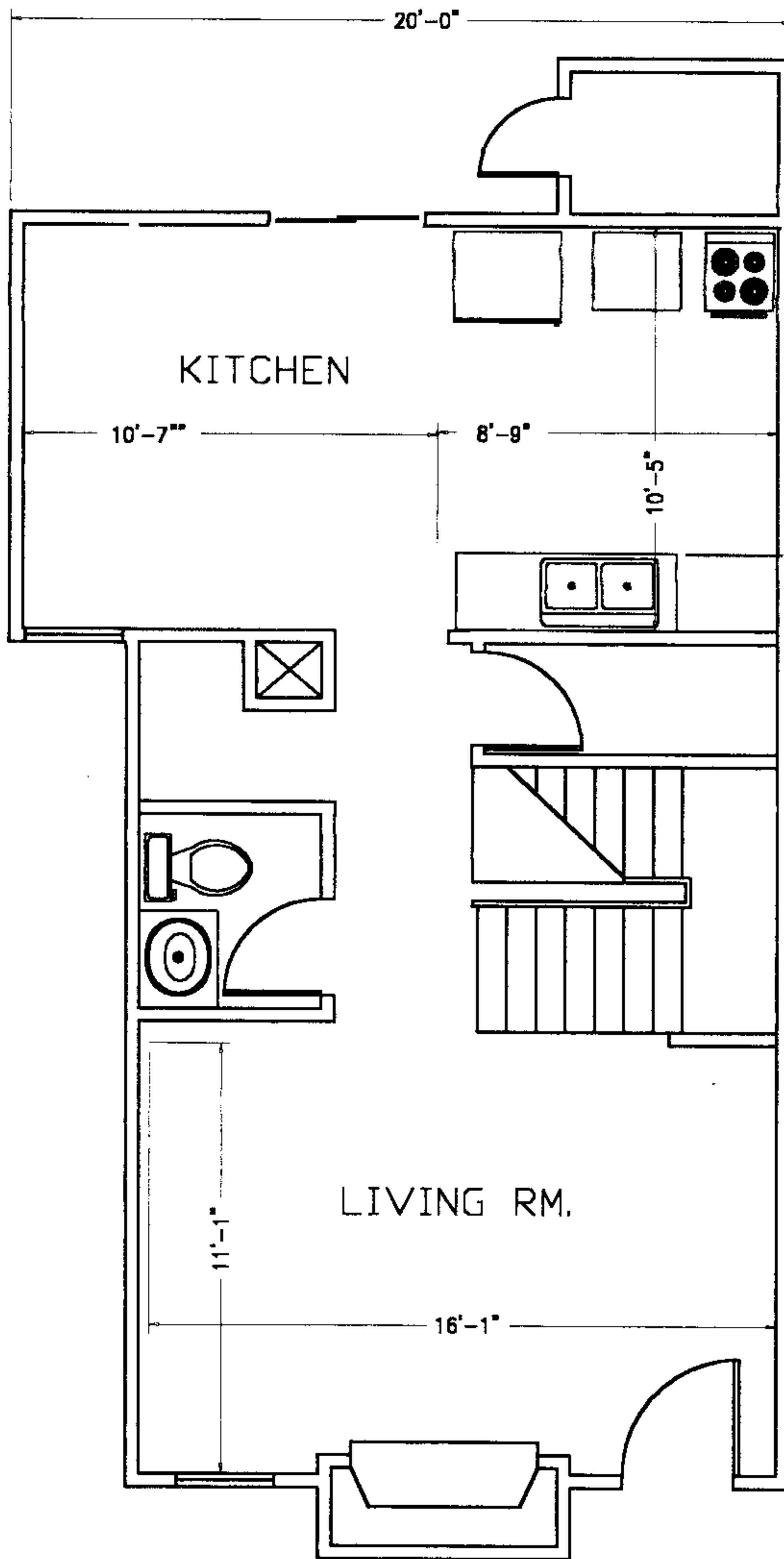
0' 2' 4' 6' 8' 10'



GRAPHIC SCALE

AREA 362 SQ.FT.

EXHIBIT "A" Sheet 13 of 19 sheets.



TYPICAL FIRST LEVEL FLOOR PLAN UNIT E

0' 2' 4' 6' 8' 10'

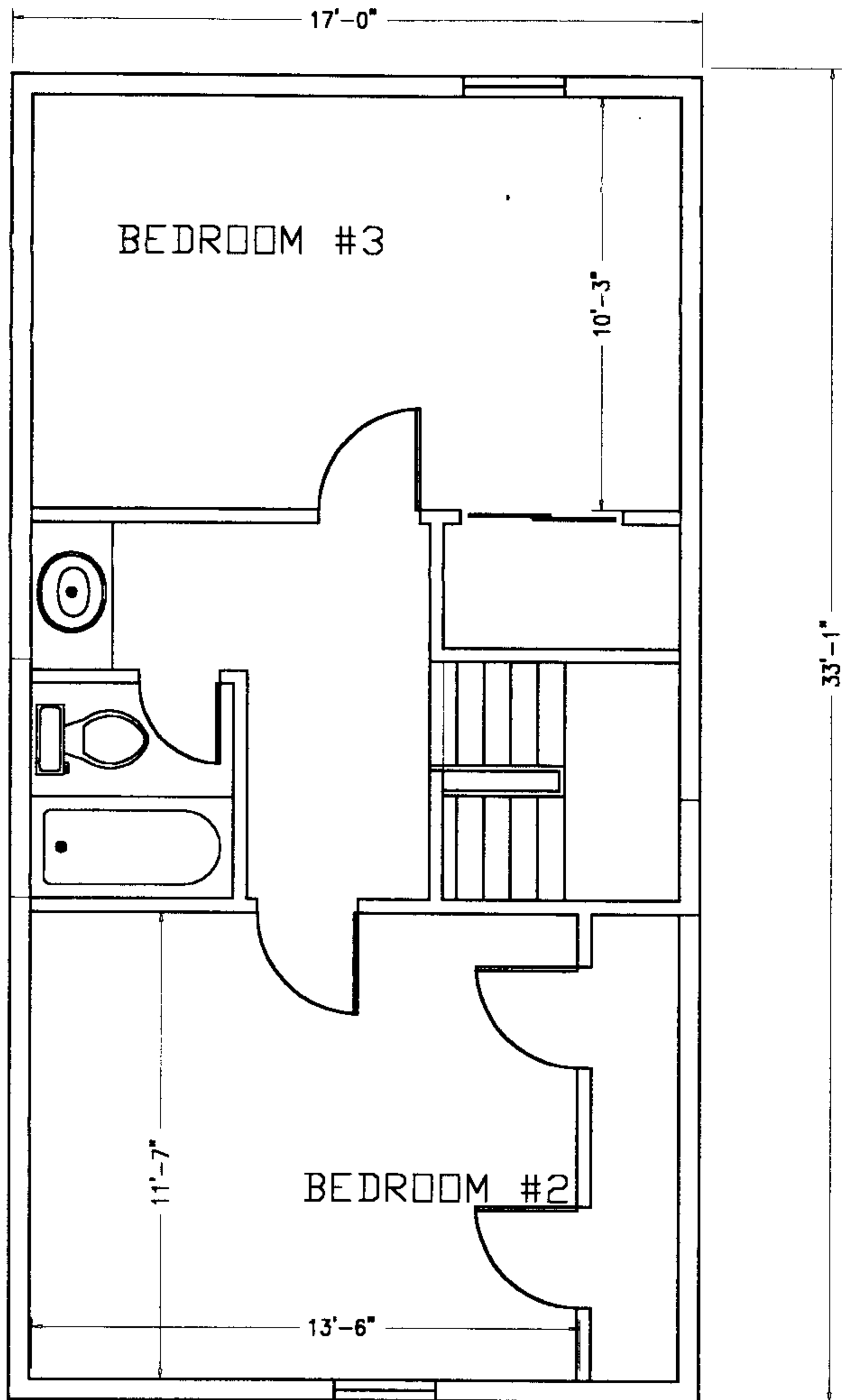


GRAPHIC SCALE

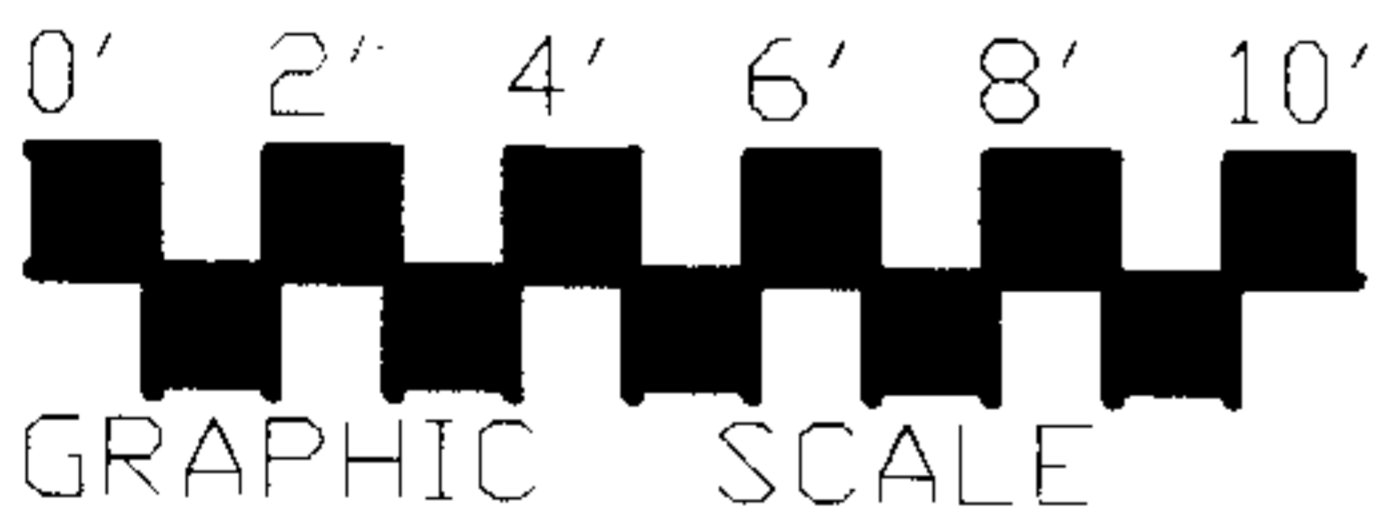
AREA 609SQ.FT.

EXHIBIT "A"

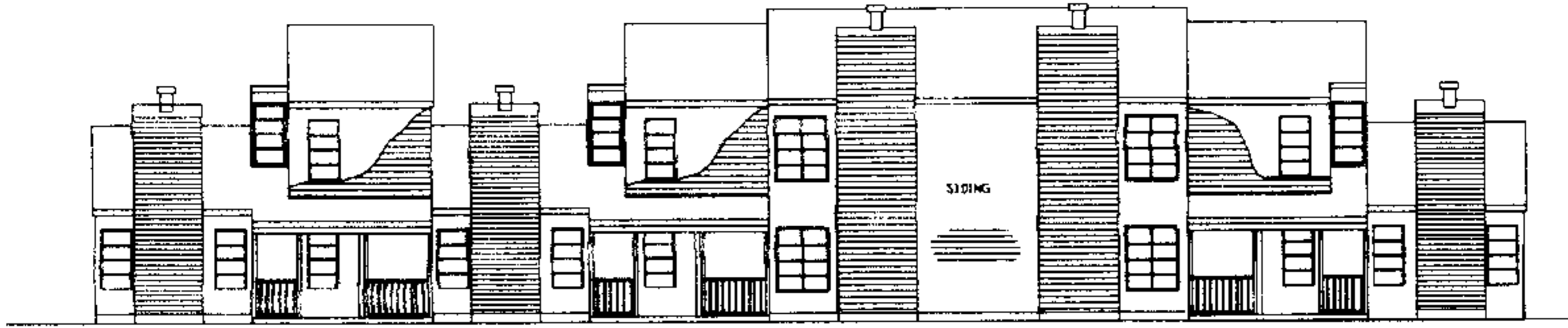
Sheet 14 of 19 sheets.



TYPICAL SECOND LEVEL FLOOR PLAN UNIT E.

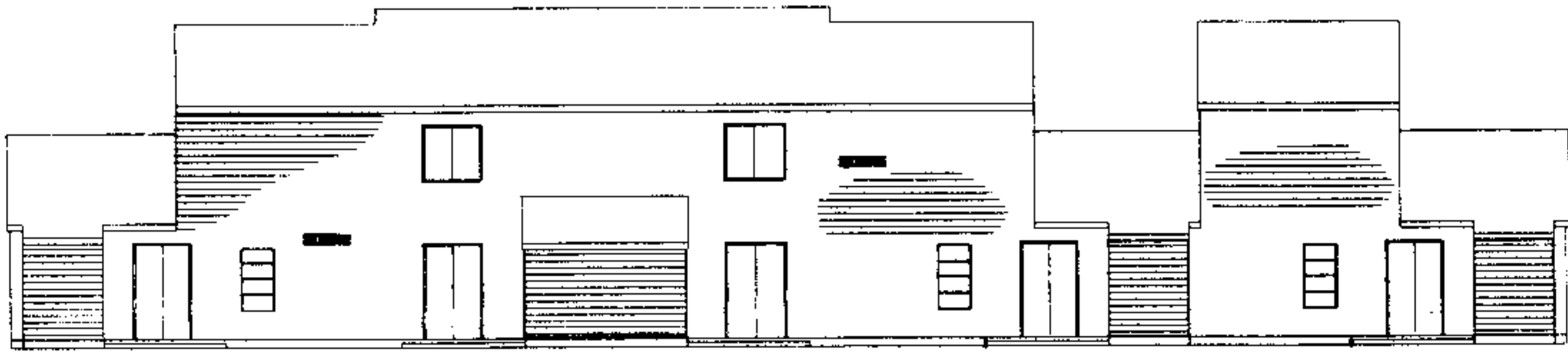


AREA 540 SQ. FT.



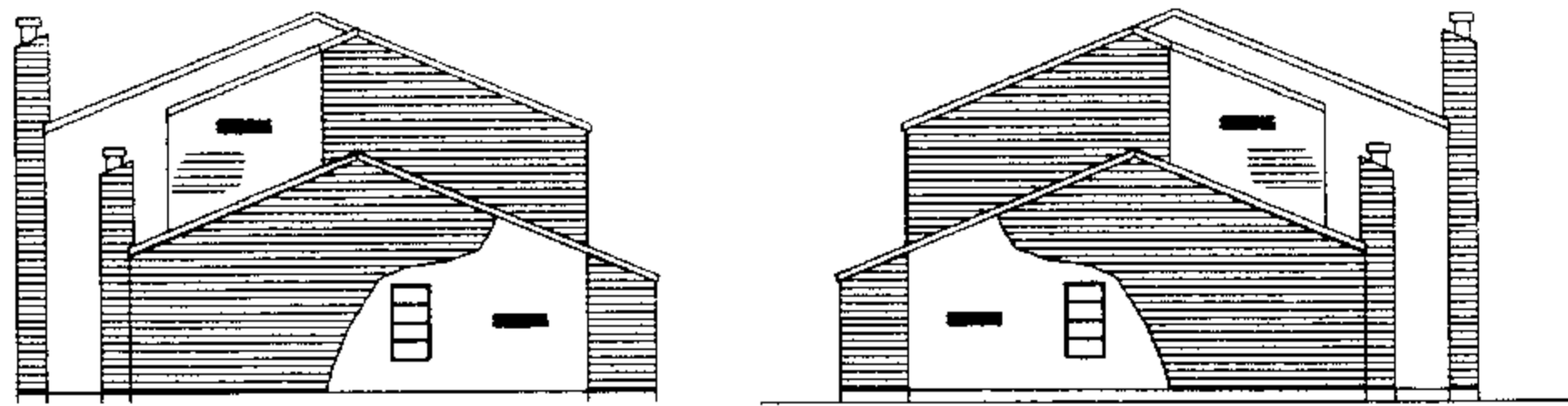
FRONT ELEVATION BLDG. #1,#3,#5

BLDG.# 1 UNITS (A) 531, (A) 533, (B) 535, (C) 537, (D)539
 BLDG.# 3 UNITS (D) 601, (C)603, (B) 605, (A) 607, (A)609
 BLDG. #3 UNITS (A)627, (A) 625, (B) 623, (B) 621, (D) 619



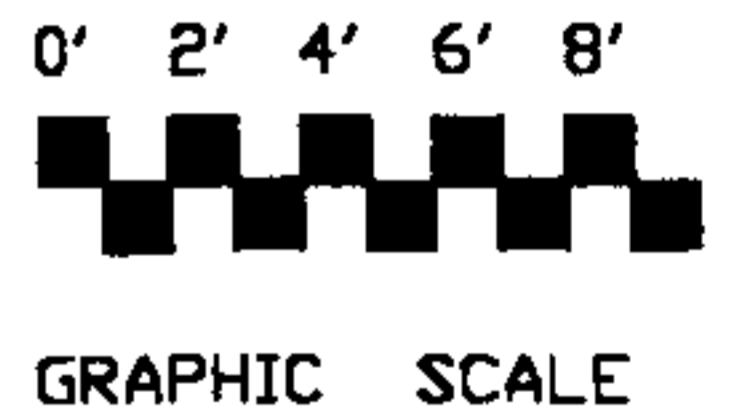
REAR ELEVATION BLDG. #1,#3,#5

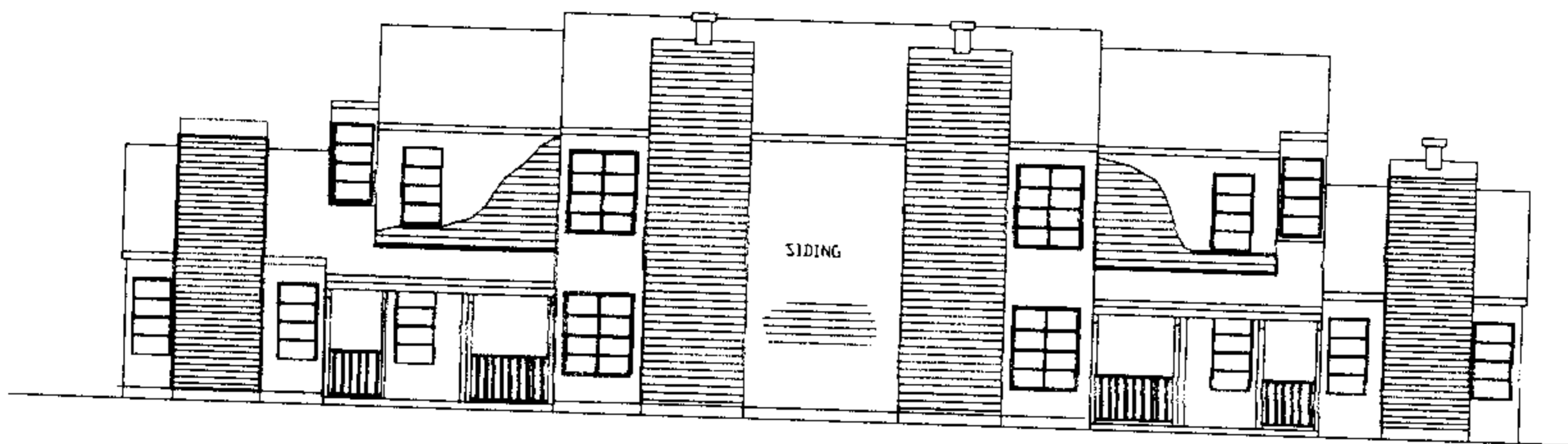
BLDG.# 1 UNITS (A) 531, (A) 533, (B) 535, (C) 537, (D)539
 BLDG.# 3 UNITS (D) 601, (C)603, (B) 605, (A) 607, (A)609
 BLDG. #3 UNITS (A)627, (A) 625, (B) 623, (B) 621, (D) 619



RT. AND LEFT ELEVATION BLDGS. #1,#3,#5

BLDG.# 1 UNITS (A) 531, (A) 533, (B) 535, (C) 537, (D)539
 BLDG.# 3 UNITS (D) 601, (C)603, (B) 605, (A) 607, (A)609
 BLDG. #3 UNITS (A)627, (A) 625, (B) 623, (B) 621, (D) 619

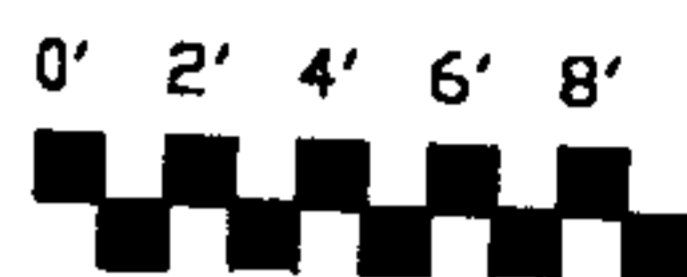




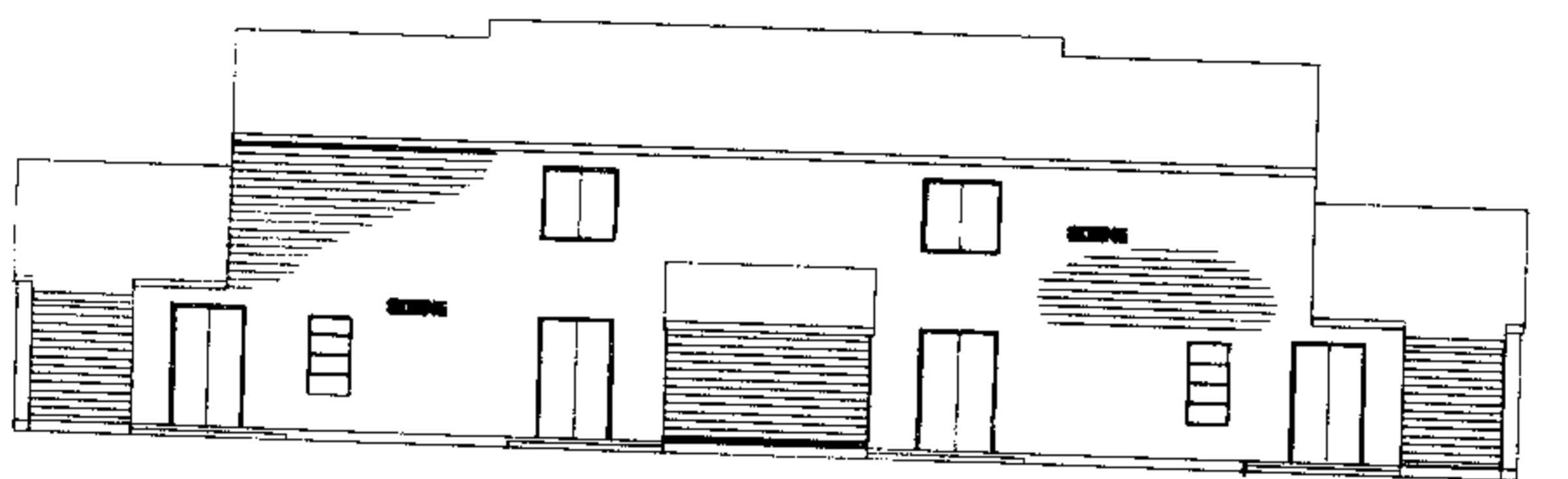
FRONT ELEVATION BLDG. # 2, # 4

BLDG.# 2 UNITS (A) 541, (B) 543 , (C) 545, (D) 547

BLDG.# 4 UNITS (A) 611, (B) 613, (C) 615, (D) 617



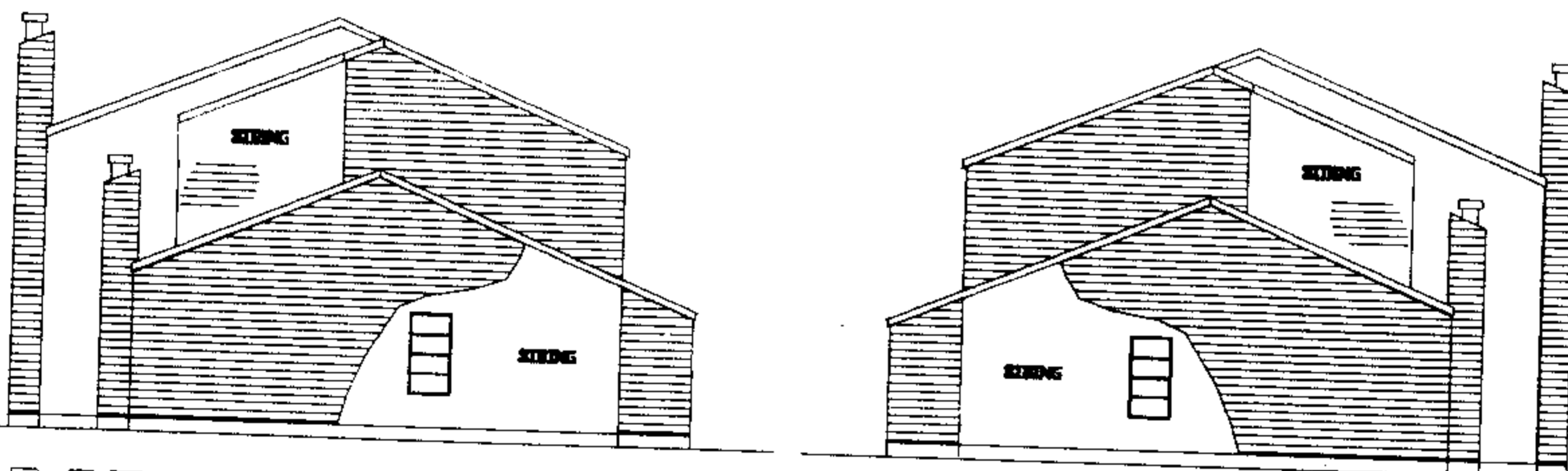
GRAPHIC SCALE



REAR ELEVATION BLDG. # 2, # 4

BLDG.# 2 UNITS (A) 541, (B) 543 , (C) 545, (D) 547

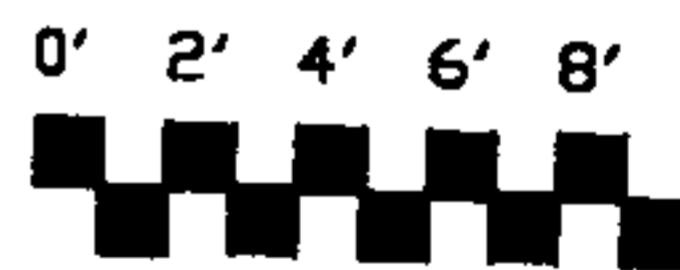
BLDG.# 4 UNITS (A) 611, (B) 613, (C) 615, (D) 617



RGT. & LEFT ELEVATION BLDG. # 2, #. 4

BLDG.# 2 UNITS (A) 541, (B) 543 , (C) 545, (D) 547

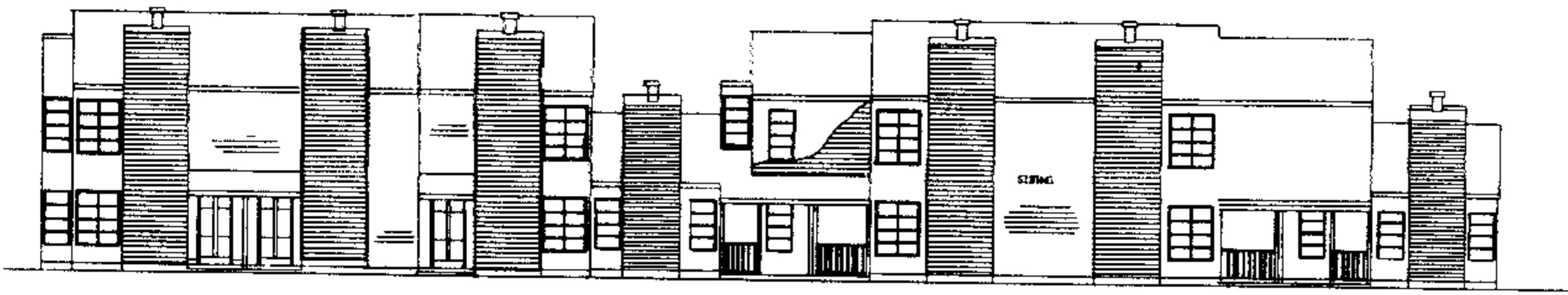
BLDG.# 4 UNITS (A) 611, (B) 613, (C) 615, (D) 617



GRAPHIC SCALE

EXHIBIT "A"

Sheet 17 of 19 sheets.



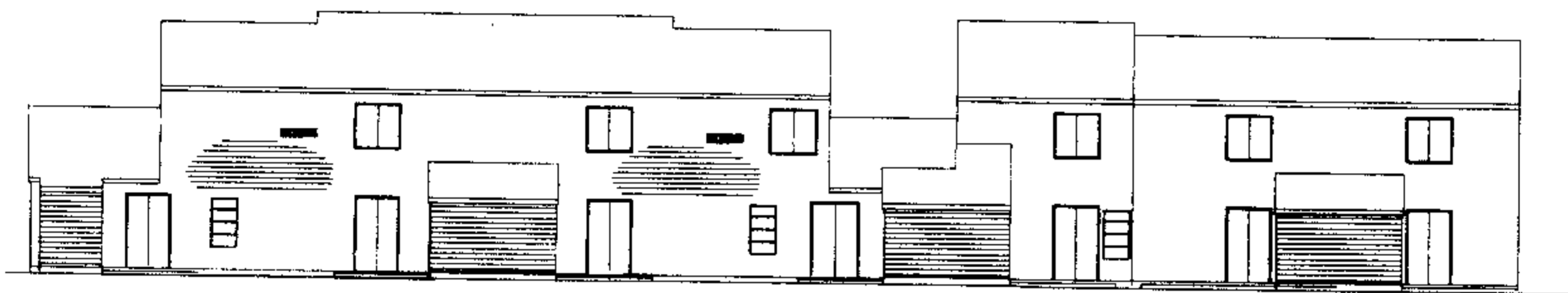
FRONT ELEVATION BLDG. #6

UNITS (E) 629,(B) 631, (B) 633, (A) 635,(B) 637, (C) 639, (D) 641

0' 2' 4' 6' 8'



GRAPHIC SCALE



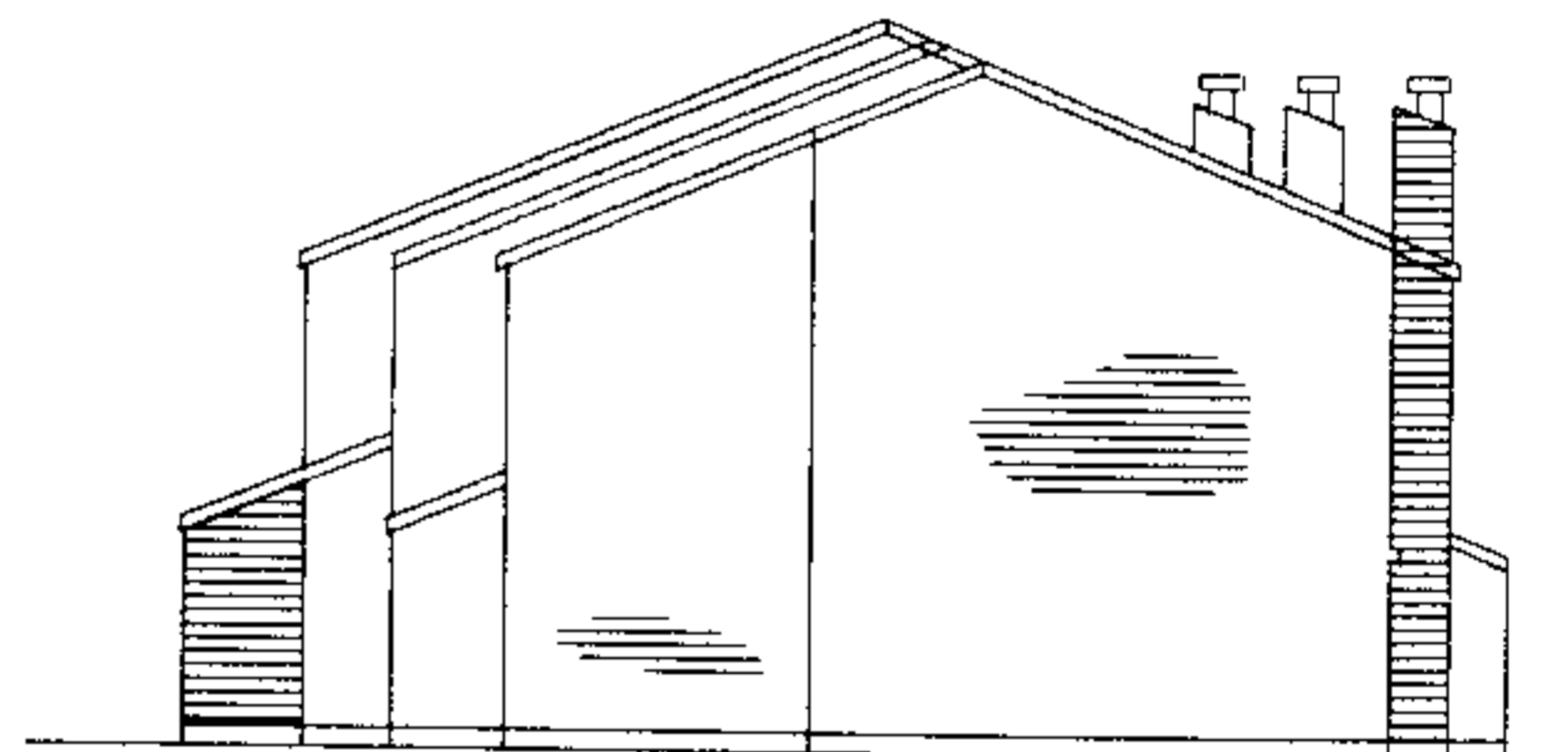
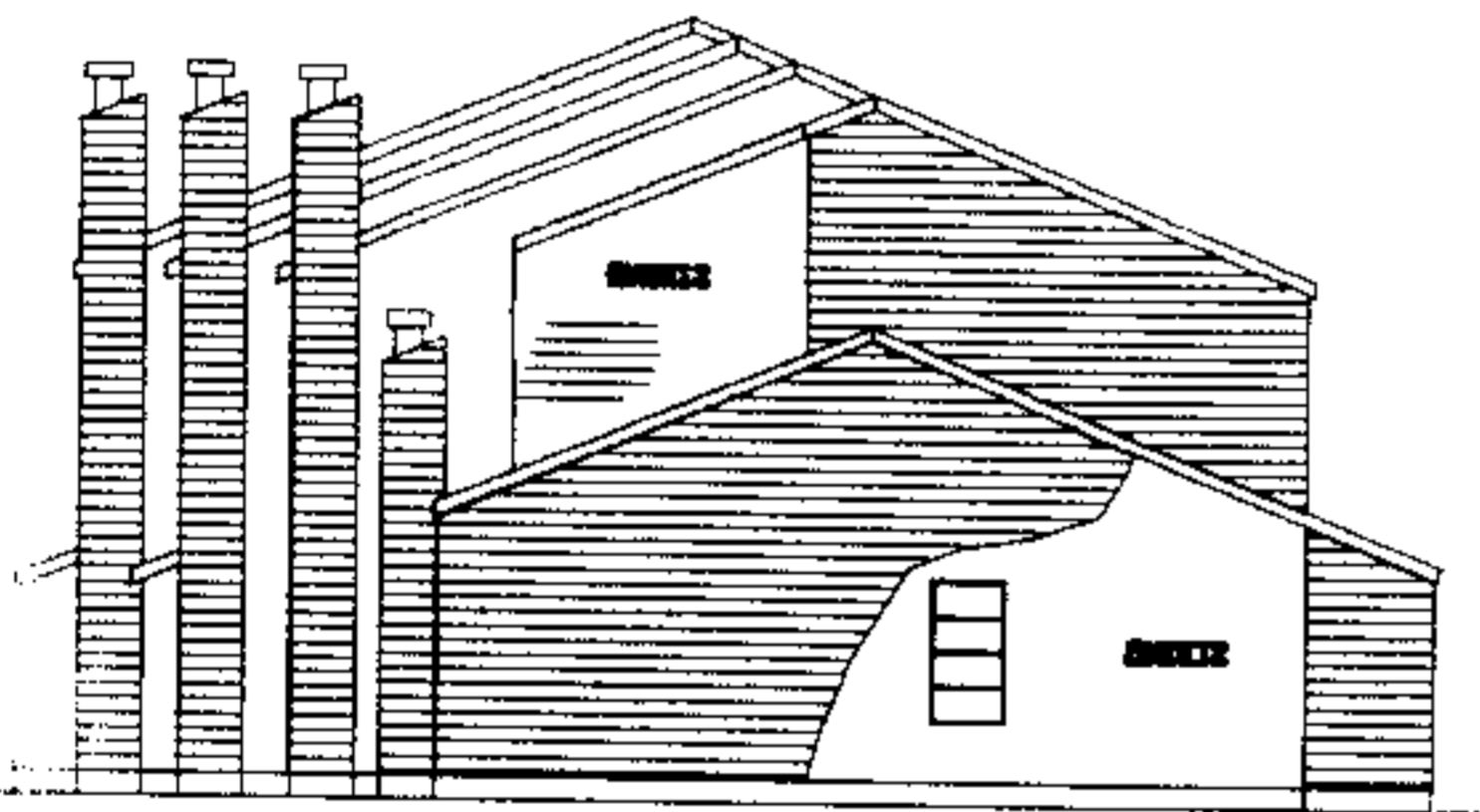
REAR ELEVATION BLDG. #6

UNITS (E) 629,(B) 631, (B) 633, (A) 635,(B) 637, (C) 639, (D) 641

0' 2' 4' 6' 8'



GRAPHIC SCALE



RGT. & LEFT ELEVATION BLDG. # 6

UNITS (E) 629,(B) 631, (B) 633, (A) 635,(B) 637, (C) 639, (D) 641

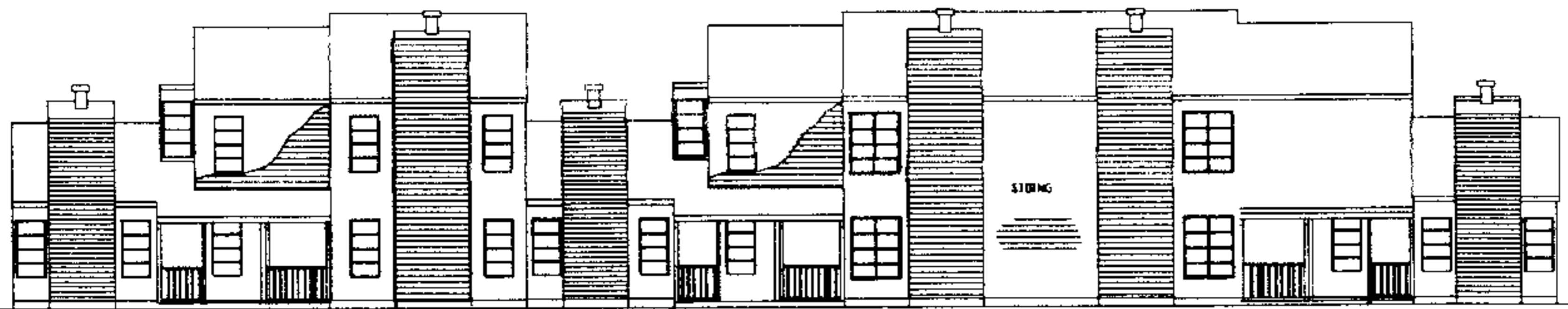
0' 2' 4' 6' 8'



GRAPHIC SCALE

EXHIBIT "A" Sheet 18 of 19 sheets.

CEDARWOOD CONDOMINIUMS



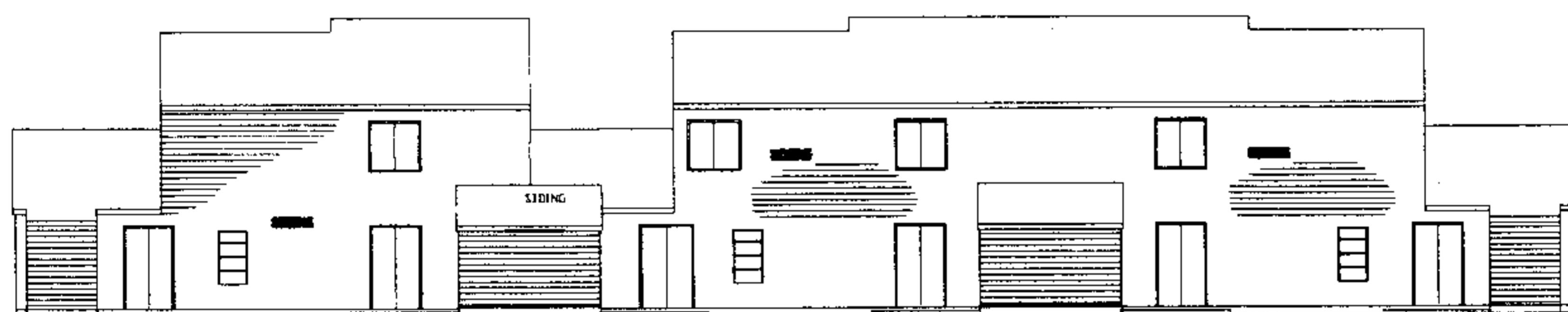
FRONT ELEVATION BLDG. #7

UNITS (A) 653, (B) 651, (A) 649, (B) 647, (C) 645, (D) 643

0' 2' 4' 6' 8'



GRAPHIC SCALE



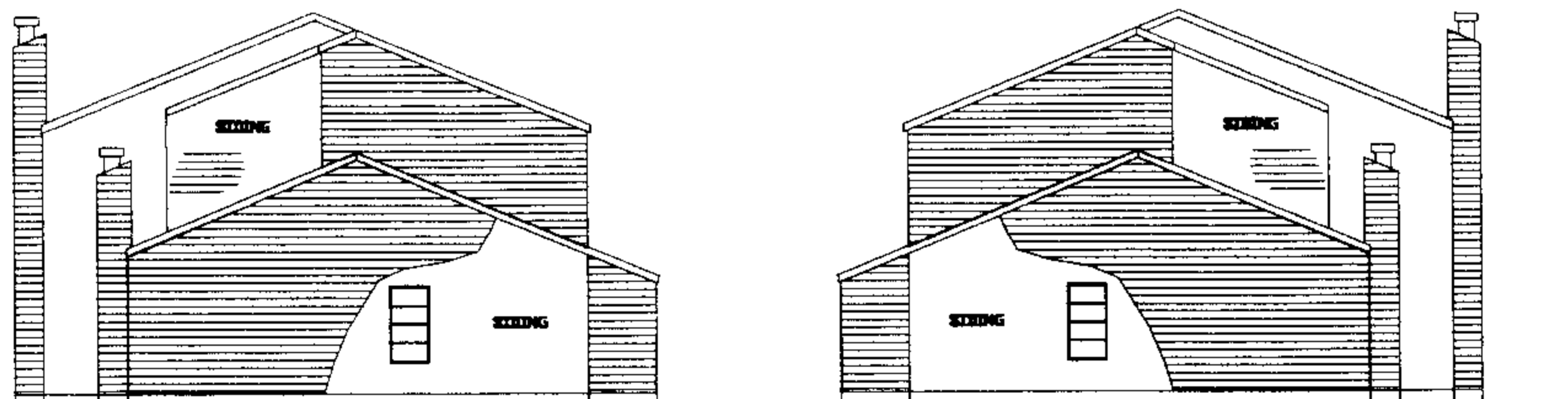
REAR ELEVATION BLDG. #7

UNITS (A) 653, (B) 651, (A) 649, (B) 647, (C) 645, (D) 643

0' 2' 4' 6' 8'



GRAPHIC SCALE



RGT. & LEFT ELEVATION BLDG. # 7

UNITS (A) 653, (B) 651, (A) 649, (B) 647, (C) 645, (D) 643

0' 2' 4' 6' 8'



GRAPHIC SCALE

EXHIBIT "A" Sheet 19 of 19 sheets.

EXHIBIT "B"

ARTICLES OF INCORPORATION

OF

CEDARPARK VILLAGE HOMEOWNERS ASSOCIATION, INC.

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
I	NAME	2
II	PURPOSE	2
III	DOMICILE	3
IV	POWERS	3
V	MEMBERS	5
VI	DIRECTORS	5
VII	OFFICERS	6
VIII	INDEMNIFICATION	6
IX	BY-LAWS	7
X	AMENDMENTS TO ARTICLES OF INCORPORATION	7
XI	TERM OF ASSOCIATION	8
XII	REGISTERED AGENT	8
XIII	INCORPORATOR	8

ARTICLES OF INCORPORATION

OF

CEDARPARK VILLAGE HOMEOWNERS ASSOCIATION, INC.

BE IT KNOWN, that on the 5th day of February, 1999, personally came and appeared before me the undersigned Notary Public, the Donna Peirsol Kohler, Wife of/and John V. Kohler, of the full age of majority, herein represented by Philip H. Gagnon, their Representative and Attorney-in-Fact, duly authorized by Procuration, a copy of which is annexed hereto, whose said Representative and Attorney-in-Fact declared unto me, in the presence of the undersigned competent witnesses that, for the purpose of forming a corporation under the Louisiana Nonprofit Corporation Law, Chapter 12, Section 201, et seq. of the Louisiana Revised Statutes, they do adopt the following Articles of Incorporation of Cedarpark Village Condominiums.

ARTICLE I

NAME

The name of the corporation shall be CEDARPARK VILLAGE HOMEOWNERS ASSOCIATION, INC., (hereinafter referred to as the "Association"),

ARTICLE II

PURPOSE

1. The purpose for which the Association is organized is to provide an entity pursuant to the Louisiana Condominium Act, Chapter 9, Sections 1121.101 through 1124.117, Louisiana Revised Statutes, as amended (hereinafter referred to as the "Condominium Act"), for the management, regulation, operation and maintenance of Cedarpark Village Condominiums located on the following lands:

ONE CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Tammany, State of Louisiana, in that part thereof known as CEDARWOOD VILLAGE SUBDIVISION, in Section 54, Township 7 South, Range 11 East, designated as LOT 10-A on the survey made by Ivan M. Borgen, Land Surveyor, dated April 8, 1983, redated June 2, 1983 and further dated July 19, 1983, according to which said lot measures 154.84 feet front on Cedarwood Drive, the same width in the rear, by a depth on the sideline adjoining Lot 12-A of 175.26 feet, by a depth on the opposite sideline, adjoining Lot 9 of 175.73 feet.

ONE CERTAIN LOT OF GROUND, together with all the buildings and improvements thereof, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Tammany, State of Louisiana, in that part thereof known as CEDARWOOD VILLAGE SUBDIVISION, in Section 54, Township 7 South, Range 11 East, being more fully described as follows, to-wit:

LOT 12-A, CEDARWOOD VILLAGE SUBDIVISION, CITY OF MANDEVILLE, St. Tammany Parish, Louisiana. All as more fully shown on map and plat of survey by Kelly J. McHugh & Associates, Inc., Civil Engineers and Land Surveyors, dated April 26, 1994, Job No. 94-181, a copy of which is attached to deed filed May 5, 1994 as Instrument #904942.

Said property bears the Municipal Nos. 601, 603, 605, 607, and 609 Cedarwood Drive, Mandeville, Louisiana 70471.

ONE CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Tammany, State of Louisiana, in that part thereof known as CEDARWOOD VILLAGE SUBDIVISION, in Section 54, Township 7 South, Range 11 East, designated as LOT 15-A on the survey made by Ivan M. Borgen, Land Surveyor, dated April 8, 1983, redated July 8, 1983 and redated September 23, 1983, according to which said lot measures 74.01 feet front on Cedarwood Drive, a width in the rear of 220.27 feet, by a depth on the sideline adjoining Lot 14-A of 249.18 feet, by a depth on the opposite sideline of 386.4 feet.

ONE CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Tammany, State of Louisiana, in that part thereof known as CEDARWOOD VILLAGE SUBDIVISION, in Section 54, Township 7 South, Range 11 East, designated as LOT 14-A on the survey made by Ivan M. Borgen, Land Surveyor, dated April 8, 1983, redated June 2, 1983, and further redated August 18, 1983, according to which said lot measures 95.3 feet front on Cedarwood Drive, a width in the rear of 181.37 feet, by a depth on the sideline adjoining Lot 12-A of 179.64 feet, by a depth on the opposite sideline adjoining Lot 15-A of 249.18 feet.

ARTICLE III

DOMICILE

The domicile of this corporation shall be 5001 Highway 190, Suite 3-C, Covington, St. Tammany Parish, Louisiana 70433, and its registered office shall be the same.

ARTICLE IV

POWERS

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

A. The Association shall have all statutory powers of a Louisiana nonprofit corporation, except those which conflict with the provisions of these Articles.

B. The Association shall have all the powers and duties set forth in the Louisiana Condominium Act, except to the extent that they are limited by these Articles, the By-Laws of the Association, and the Condominium Declaration creating and establishing Cedarpark Condominiums hereinafter referred to as the "Condominium Declaration", and as it may be amended from time to time. Said powers shall include but are not limited to the following:

(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 rules and regulations as to the use of property in the Condominium;

(7) To enforce, by legal means, the provisions of the Louisiana Condominium Act, the Condominium Declaration, these Articles, the By-Laws of the Association, and the Rules and Regulations for the use of the Condominium Property;

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

(9) To contract for and appoint a manager or managing agent for the management or operation of portions of the Common Elements susceptible to separate management or operation;

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

D. The titles of all properties and all funds acquired by the Association and the proceeds thereof shall be held and administered for the benefit of the Association members in accordance with the provisions of the Condominium Declaration, these Articles, and the By-Laws.

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

ARTICLE V

MEMBERS

This corporation is to be organized on a non-stock basis. There shall be but 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 recording in the public records of St. Tammany Parish, State of Louisiana, a deed or other instrument establishing a record of title to a Condominium Unit and the delivering to the Association of a certified copy of such recorded instrument, the owner designated by such instrument thereby ipso facto becoming a member of the Association. The share of a member in the funds and assets of the Association cannot be assigned, mortgaged, hypothecated, or transferred in any manner except as an appurtenance to his Unit. Each member of the Association shall be entitled to one vote for each Unit owned by him; where there is more than one owners of a Unit, the allocation of votes to such owners and the manner of exercising voting rights, shall be according to the By-Laws 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 By-Laws, but having not less than three (3) 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 By-Laws. Directors may be removed and vacancies on the Board shall be filled as provided by the By-Laws.

The Directors named herein shall serve until the first election of Directors. The names and addresses of the members of the first Board of Directors are as follows:

- 1) JOHN V. KOHLER
5001 Highway 190, Suite C-3
Covington, Louisiana 70433
- 2) DONNA PEIRSOL KOHLER
5001 Highway 190, Suite C-3
Covington, Louisiana 70433
- 3) PHILIP H. GAGNON
5001 Highway 190, Suite C-3
Covington, Louisiana 70433

The above named Directors shall hold office until their successors are elected and have qualified or until removed from 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 initial officers' names and addresses are:

<u>PRESIDENT:</u>	JOHN V. KOHLER 5001 Highway 190, Suite C-3 Covington, Louisiana 70433
<u>VICE PRESIDENT/ ASSISTANT SECRETARY:</u>	DONNA PEIRSOL KOHLER 5001 Highway 190, Suite C-3 Covington, Louisiana 70433
<u>SECRETARY/TREASURER:</u>	PHILIP H. GAGNON 5001 Highway 190, Suite C-3 Covington, Louisiana 70433

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

INDEMNIFICATION

Each director and each officer of the Association shall be indemnified by the Association against all liabilities and expenses, including attorney's 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 malfeasance 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 other rights.

ARTICLE IX

BY-LAWS

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

ARTICLE X

AMENDMENTS TO ARTICLES OF INCORPORATION

The Articles of Incorporation may 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.

An amendment altering the Articles may be adopted by two-thirds in interest of the voting members present, at any annual or special meeting of members the notice of which set forth the proposed amendment or a summary of the changes to be made thereby. A majority of the members shall constitute a quorum and a quorum must be present at the meeting at which the amendment to the Articles is to be considered. The notice of such meeting must be transmitted to the members not less than thirty (30) days prior to the meeting. No amendment shall make any changes in the qualifications for membership nor in the voting rights of the members, 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 St. Tammany Parish, Louisiana.

ARTICLE XI

TERM OF ASSOCIATION

The Association shall continue to exist until such time as the condominium regime is terminated and the Condominium Property is withdrawn from the condominium regime, unless the members elect to terminate the Association sooner by their unanimous approval. The termination of the Condominium Declaration shall also require termination of the Association.

ARTICLE XII

REGISTERED AGENT

The full names and post office addresses of the corporation's registered agents are:

PHILIP H. GAGNON
5001 Highway 190, Suite C-3
Covington, Louisiana 70433

ARTICLE XIII


INCORPORATION

The name and post office addresses of the Incorporators of this corporation are:

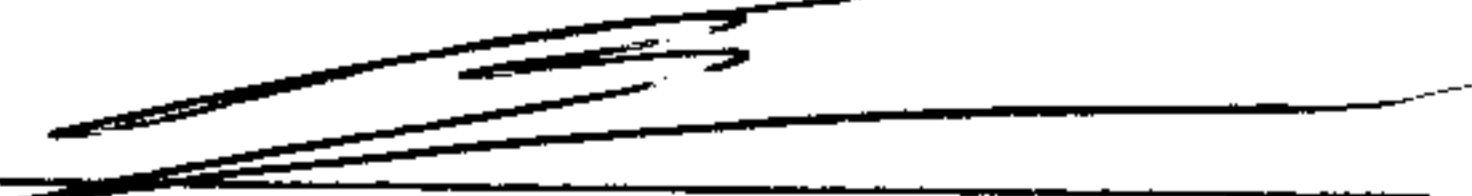
JOHN V. KOHLER	5001 Highway 190, Suite C-3 Covington, Louisiana 70433
DONNA PEIRSOL KOHLER	5001 Highway 190, Suite C-3 Covington, Louisiana 70433

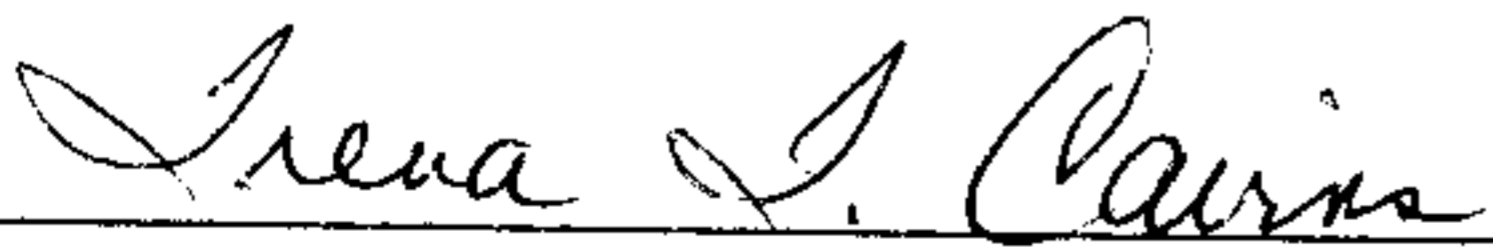
THUS DONE AND SIGNED in multiple originals in my office in St. Tammany Parish, Louisiana, on the day, month and year set forth above in the presence of the undersigned competent witnesses, and me, Notary, after due reading of the whole.

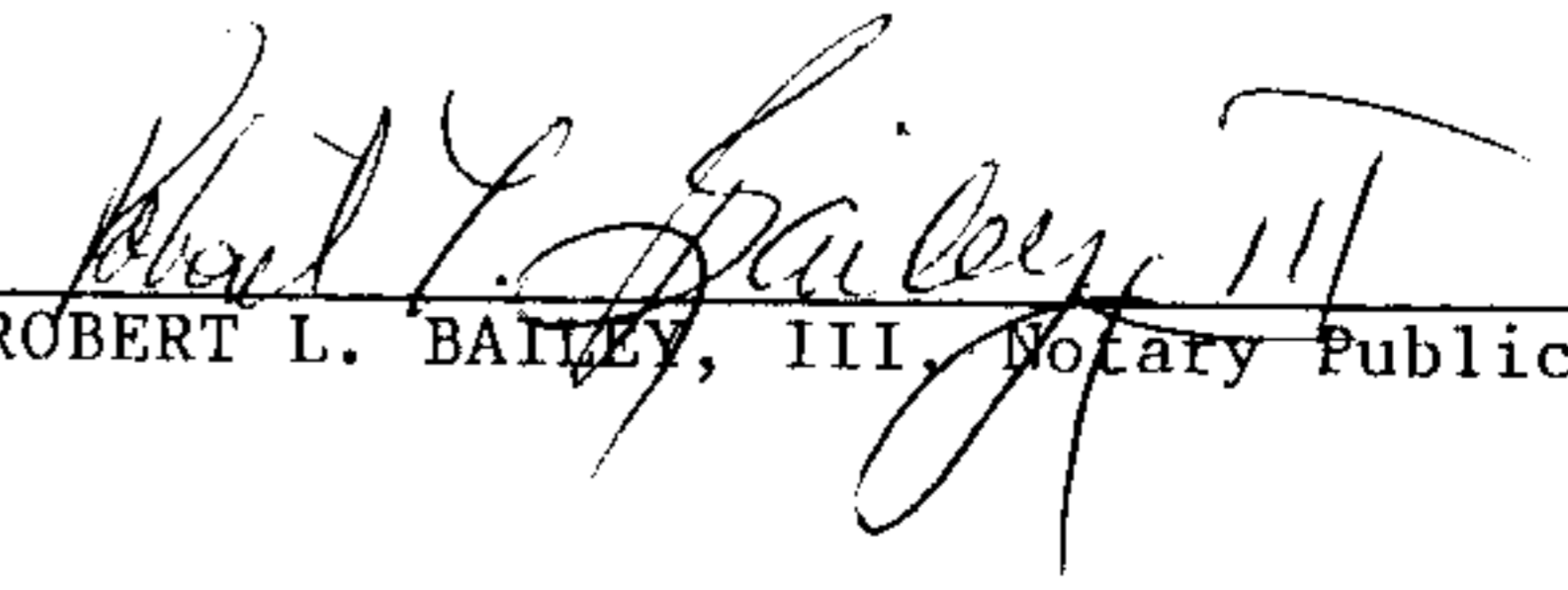
WITNESSES:



INCORPORATORS:
DONNA PEIRSOL KOHLER, WIFE OF/AND
JOHN V. KOHLER

BY: 
PHILIP H. GAGNON, Representative and
Attorney-in-Fact




ROBERT L. BAILEY, III, Notary Public



DOMESTIC BUSINESS CORPORATION INITIAL REPORT
(R.S. 12:25 and 12:101)

1. The name of this corporation is: CEDARPARK VILLAGE HOMEOWNERS ASSOCIATION, INC.

2. The location and municipal address (not a P.O. Box only) of this corporation's registered office:

CEDARPARK VILLAGE HOMEOWNERS ASSOCIATION, INC.

5001 Highway 190 Suite C-3 Covington, Louisiana 70433

3. The full name and municipal address (not a P.O. Box only) of each of this corporation's registered agent(s) is/are:

Philip H. Gagnon

5001 Highway 190 Suite C-3 Covington, LA 70433

4. The names and municipal addresses (not a P.O. Box only) of the first directors are:

John V. Kohler 5001 Highway 190, Suite C-3, Covington, LA 70433

Donna Peirsol Kohler 5001 Highway 190, Suite C-3, Covington, LA 70433

Philip H. Gagnon 5001 Highway 190, Suite C-3, Covington, LA 70433

Incorporator(s) signature(s):

[Signature]
JOHN V. KOHLER by Philip H. Gagnon, Representative & Attorney-in-Fact

[Signature]
DONNA PEIRSOL KOHLER by Philip H. Gagnon, Representative & Attorney-in-Fact

AGENT'S AFFIDAVIT AND ACKNOWLEDGEMENT OF ACCEPTANCE

I hereby acknowledge and accept the appointment of registered agent for and on behalf of the above named corporation.

Registered agent(s) signature(s):

[Signature]
PHILIP H. GAGNON

Sworn to and subscribed before me this 5th day of February, 19 99.

[Signature]
Notary.
ROBERT L. BAILEY, III

EXHIBIT "C"

BY-LAWS

OF

CEDARPARK VILLAGE HOMEOWNERS ASSOCIATION, INC.

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
I	OFFICE	1
II	MEMBERSHIP MEETINGS	1
III	DIRECTORS	4
IV	OFFICERS	6
V	ASSESSMENTS AND FISCAL MANAGEMENT	7
VI	RULES AND REGULATIONS	12
VII	ARBITRATION	12
VIII	NOTICES	13
IX	PARLIAMENTARY RULES	14
X	AMENDMENTS	14

BY-LAWS
OF
CEDARPARK VILLAGE HOMEOWNERS ASSOCIATION, INC.

CEDARPARK VILLAGE HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"), a nonprofit Louisiana corporation formed under the laws of the State of Louisiana, being the governing body of certain immovable property submitted to the provisions of the Louisiana Condominium Act, La. R.S. 9:1121-1142, as amended and as the same may from time to time be amended (hereinafter referred to as the "Condominium Act"), in accordance with a Condominium Declaration by John V. Kohler and Wife, Donna Peirsol Kohler, dated the 5th day of February, 1999, creating and establishing Cedarpark Condominiums, does hereby adopt the following By-Laws which shall govern the administration of said Association and of the Condominium Property.

All present and future owners, tenants or occupants of Units in the Condominium and their respective 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 By-Laws. The mere acquisition, rental or occupancy of any of the Units of the Condominium will signify and constitute a ratification and acceptance of these By-Laws by any such owner, occupant, tenant, employee or other person.

ARTICLE I

OFFICE

1. The principal office of the Association shall be located at 5001 Highway 190, Suite C-3, Covington, St. Tammany Parish, Louisiana 70433.
2. The Association may also have offices at such other places both within and without the State of Louisiana as the Board of Directors may from time to time determine.

ARTICLE II

MEMBERSHIP MEETINGS

1. All meetings of the members of the Association shall be held at the principal office of the Association or such other place, within or without the State of Louisiana as may be designated by the Board of Directors.
2. Subject to the provisions of this Article, an annual meeting of the members shall be held prior to April in each year (beginning in 2000), or

for the purpose of electing directors and for the transaction of such other business as may be properly brought before the meeting of the members; provided that, upon election by the Developer to terminate its control of the Condominium, the first annual meeting of the members may be called for at a time and place set by the Board of Directors.

3. Special meetings of the members, for any purpose or purposes, may be called by the President or Board of Directors and shall be called by such officers upon receipt of a written request from any member or members holding in the aggregate one-fifth (1/5) of the total voting power.

4. 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 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 ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing may be given by affidavit or in the signed minutes of the meeting.

5. The presence, in person or by written proxy, of the holders of one-fifth (1/5) of the total voting power shall constitute a quorum. When a quorum is present at any meeting, the holders of fifty-one (51%) percent of the voting rights present or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by expressed provision of the statutes, the Articles of Incorporation, the Condominium Declaration, or these By-Laws a different vote is required, in which case such expressed provision shall govern and control the decision of such question.

6. In any meeting of the members each Owner of a Unit shall be entitled to cast one vote for each Unit which he owns and the value of said vote for each Unit shall be equal to said Unit Owner's percent of ownership interest in the Common Elements as set out in Paragraph 3 of Article III of the Declaration. If a Unit is owned by one person, his right to vote shall be established 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 cast the vote for the Unit shall be designated by a certificate of appointment signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit

shall be designated by the President or Vice President and attested by the Secretary or Assistant Secretary of such corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked, 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 at any time by any Owner thereof. 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, provided for by law, or by the provisions of the Articles of Incorporation, the Condominium Declaration or these By-Laws, or otherwise 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. 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 from time to time until a quorum is present. Notwithstanding the foregoing, in the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed in Section 5 of this Article, shall nevertheless constitute a quorum for the purpose of electing directors.

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) Reports of Committees;
- (7) Election of directors (as necessary);
- (8) Unfinished business;
- (9) New business; and
- (10) Adjournment.

10. Whenever, by any provision by law, the Condominium Declaration, the Articles of Incorporation, or these By-Laws, the affirmative vote of members is required to authorize or constitute action by the Association on behalf of the Condominium, the consent in writing to such action, signed by

all of the members having voting power in the particular question, shall be sufficient for the purpose, without necessity for a meeting of the members. The consent, together with a certificate by the Secretary of the Association to the effect that the subscribers to the consent constitute all of the members entitled to vote on the particular question, shall be filed with the records of the proceedings of the members.

ARTICLE III

DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5) persons, as determined from time to time by the members. Until otherwise determined there shall be three (3) directors. After the original Board of Directors, and the sale of not less than seventy-five(75%) percent of the units, each member thereafter of the Board of Directors shall be the Owner of a Unit, or in the event of corporate ownership, an officer or designated agent thereof.

2. Election of Directors.

(a) After retirement of the original directors, election of directors shall be conducted at the annual members' meeting. A nominating committee shall be appointed by the Board of Directors at least 30 days prior to the annual members' meeting. Additional 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 two-thirds (2/3) 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.

3. Director's Meetings.

(a) The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they are elected, and no further notice of the organization meeting shall be necessary, providing a quorum is present.

(b) 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 regular meetings shall be given to each director, personally or by mail, telephone or Federal Express at least three (3) days prior to the day named for such meeting unless such notice is waived.

(c) Special meetings of the directors may be called by the President, and must be called by the Secretary at the written request of two-thirds (2/3) of the votes of the Board. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or Federal Express, which notice shall state the time, place and purpose of the meeting.

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

(e) A quorum at directors' meetings shall consist of the directors entitled to cast fifty-one (51%) 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 by law or in the Condominium Declaration, Articles of Incorporation, or these By-Laws. If at any meeting of the Board of Directors less than a quorum is 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 a quorum.

(f) The presiding officer of director's meetings shall be the Chairman of the Board if such an officer has been elected, and if none, then the directors present shall designate one of the number to preside.

(g) Any action which may be taken at a meeting of the board of any committee thereof, may be taken by a consent in writing signed by all of the directors or by all members of the committee, as the case may be, and filed with the records of proceedings of the Board or committee.

(h) Directors' fees, if any, shall be determined by the members.

4. All of the powers and duties of the Association existing under law and in accordance with the Condominium Declaration and other documents establishing the Condominium shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject, however, to the provisions of the Condominium Declaration and to the approval by Unit Owners and members of the Association when such is specifically required. Compensation of employees of the Association shall be fixed by the directors. A director may also be an employee of the Association. The Board of Directors may designate one or more committees, each of which to consist of two or more directors, which to the extent provided by resolution of the Board, shall have and may exercise powers of the Board in the management of the business and affairs of the Association. Each such committee shall hold office during the term of the Board constituting it, unless otherwise ordered by the Board.

ARTICLE IV

OFFICERS

1. The executive officers of the Association shall be a President and a Vice President, a Treasurer, a Secretary, and an Assistant Secretary, who need not be directors. All officers shall be elected annually by the Board of Directors and may be peremptorily removed by vote of the directors at any meeting thereof. Any person may hold two offices except that the President shall not also be the Secretary. 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 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 Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

4. 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, except those of the Treasurer, 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.

5. The Assistant Secretary is authorized to assist the Secretary in the performance of his duties and certify all records and resolution of the corporation.

6. 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.

7. The compensation of all employees of the Association, including officers, shall be fixed by the Board of Directors.

ARTICLE V

ASSESSMENTS AND FISCAL MANAGEMENT

1. On or before December 1 of each year, the Board of Directors shall prepare a budget (the "Annual Budget") based on an estimate of the total amount required for the cost of wages, material, insurance, services and supplies and other Common Expenses which will be required during the ensuing calendar year for the management and maintenance of the Condominium Property, together with reasonable amounts considered by the Board to be necessary for the reserves hereinafter established. On or before December 15 of each year, the Board shall give each Unit Owner a copy of the proposed Annual Budget for the ensuing year together with a written statement of the annual and monthly assessments pertaining to the Unit, which assessment shall be fixed in accordance with the provisions of the Condominium Declaration. If the Budget or proposed assessments are amended, a copy of the amended budget or statement of assessment shall be furnished each Unit Owner concerned. The Association membership shall approve this Budget at the next annual meeting by a fifty-one (51%) percent majority of the Voting Rights present or represented by written proxy at such meeting.

2. The failure or delay of the Board of Directors to prepare or to transmit to Unit Owners an Annual Budget or statement of assessments shall not constitute a waiver or release in any manner of any Unit Owner's obligation to pay assessments against his Unit, whenever the same shall be

determined, and in the absence of an Annual Budget or statement of assessments, each Unit Owner shall continue to pay the existing monthly installments against the assessments established for the previous period until changed by delivery of a revised statement of assessments.

3. In the event that the Annual Budget and the assessments made pursuant thereto prove to be insufficient for any reason, including nonpayment of any assessment, the Annual Budget and assessments therefor may be amended at any time by the Board of Directors and supplemental or additional assessments made. Notice of such amended budget and assessments shall be given as provided in Section 1 of this Article.

4. When the first Board of Directors takes office, it shall forthwith determine the Annual Budget for the period commencing thirty (30) days after such taking of office and ending on December 31 of the same calendar year. Assessments shall be levied during this period as provided in Section 1 of this Article and in the Condominium Declaration. All monthly installments shall be due and payable on the first day of each month.

5. The Annual Budget shall include allocations for, and the funds and expenditures of the Association shall be credited and charged to, accounts under the following classifications as shall be appropriate, all of which expenditures shall be Common Expenses:

(a) Current Expenses, which shall include all funds to be used and expenditures to be made within the year for which the funds are budgeted to pay current Common Expenses for the maintenance and management and operation of the Condominium Property, including reasonable amounts for contingencies related to such expenses.

(b) Reserve for Deferred Maintenance, which shall include funds for repairs or replacements to the Condominium Property required because of uninsured casualty damage, depreciation or obsolescence.

(c) Reserves for Obsolescence and Replacements, which shall include funds for repairs or replacements to the Condominium Property required because of uninsured casualty damage, depreciation or obsolescence.

(d) Reserve for Alterations and Improvements, which shall include funds for such alterations or improvements to the Common Elements which may have been authorized in accordance with the Condominium Declaration and for additional movable property needed in the management and operation of the Condominium Property and which will become part of the Common Elements.

(e) Reserve for Bad Debts, which shall include funds to offset reasonably anticipated defaults in payments of assessments and other obligations due the Association.

(f) Reserve for Taxes, which shall include funds to pay any taxes, including income taxes, levied against the Association but not any taxes or assessments levied against individual Units or Unit Owners.

(g) Working Capital, which shall include funds necessary to provide sufficient cash to the Association to pay current obligations as they may become due.

The Board of Directors, in its absolute discretion, may establish, from time to time, such other accounts or budget classifications as it may deem appropriate for the proper administration of the Condominium Property.

6. Extraordinary or emergency expenditures not originally included in the Annual Budget, which may become necessary, shall be first charged against any appropriate reserves available for such contingencies, and to the extent such reserves are unavailable or inadequate, the Board of Directors may levy an additional assessment against Unit Owners. Such assessments shall be made only upon written notice to and approval of Unit Owners entitled to cast more than fifty (50%) percent of the votes of members in the Association and shall be due in such installments and at such times as may be specified in the notice of such assessment. Other assessments which the Board of Directors may levy against Units and Unit Owners shall be made, apportioned and collected in the manner set forth in those provisions of the Condominium Documents or law authorizing the same or in the action of the Board in making the assessment, and in lieu thereof, in the same manner as provided in Section 1 of this Article.

7. On or before the date of the annual members' meeting of each year, the Board of Directors shall provide all Unit Owners with a copy of an audit or itemized accounting of the Common Expenses actually incurred and paid for the preceding year, together with a tabulation of all amounts collected pursuant to assessments levied, and showing the net amount over or short of actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be Common Surplus and shall be apportioned among the Unit Owners as provided in the Condominium Declaration and shall be credited to each Unit Owner's next monthly installments against assessments for the current year,

until exhausted. Any net shortage shall, at the option of the Board, either be accounted for in the Annual Budget for the current year or added to each Owner's assessment for the current year to be paid with the installments against assessments due in the six months immediately succeeding the rendering of the accounting.

8. The Treasurer shall keep full and correct books of account, including itemized records of all receipts and expenditures, and the same shall be open for inspection by any Unit Owner, any representative of a Unit Owner duly authorized in writing or the mortgagee of any Unit at such reasonable time or times during normal business hours as may be requested by the Unit Owner or his representative or mortgagee. The Treasurer shall also maintain a separate account for each Unit which shall be kept current at all times and which shall show: (i) the name and address of the Unit Owner or Owners, and the mortgagee of the Unit, if available, (ii) the amount and due date of all assessments pertaining to the Unit, (iii) all amounts paid on account, and, (iv) any balance due. Upon written request of a Unit Owner or his mortgagee, the Treasurer shall promptly furnish a certificate or statement of accounting setting forth the amount of any unpaid assessments or other charges due and owing by such Unit Owner.

9. All installments on assessments shall be payable to the order of Cedarpark Village Homeowners Association, Inc. and shall be paid at the principal office of the Association; or to such other person or entity and at such other places as the Board of Directors may from time to time designate.

Any installment on any assessment for Common Expenses not paid within ten (10) days after the date due, being the first day of each month, shall be delinquent as of the eleventh day after the date due, and interest of ten (10%) percent per month, and a late charge of ten (10%) percent per month of the unpaid installment(s) shall be assessed against the Unit Owner. After any such assessment becomes delinquent, an officer, director or agent of the Association shall serve upon the Unit Owner liable for any such delinquent installment(s) a sworn detailed statement of the Association's claim for any or all delinquent installments or assessments, plus all interest, late charges, and for reasonable attorney fees. Such statement shall be executed by the officer, director or agent of the Association, and shall either be personally delivered or sent certified mail to the responsible Unit Owner. In the event that payment is not forthcoming, the officer, director or agent shall, no sooner than seven (7) days after service on the Unit Owner, take necessary measures

to file in the records of the Clerk of Court for the Parish of St. Tammany a claim of lien on behalf of the Association against the Condominium Unit liable for such assessment. The claim of lien shall be signed and verified by affidavit of any director, officer or agent of the Association and shall include: (i) a description of the Condominium Parcel, by reference to the Condominium Declaration, the Unit designation and any other information necessary for proper identification, (ii) the name of the record Unit Owner, (iii) the amount of all delinquent installments or payments or assessments, (iv) the date on which the said installments or payments became delinquent, and (v) plus any claim fo interest, late charges, costs and attorney fees.

In the event that payment of the claim of lien is not forthcoming after filing of the claim of lien, the Board of Directors shall take necessary measures to have filed on behalf of the Association a suit on such claim in a civil action in a court of competent jurisdiction in St. Tammany Parish. Any such suit must be filed before the expiration of one (1) year, after the date of recordation of the inscription of the lien with the Clerk of Court of St. Tammany Parish.

All reasonable attorney fees incurred in the collection of any assessments including the cost of liens and/or civil court suits shall be paid by the Unit Owner against which such legal action is necessary.

All liens for assessments against Units shall be subordinate in rank to any mortgage or lien on any Unit filed for record prior to the lien for such assessment.

Additionally, upon the vote of the Board of Directors, any unpaid assessment or charges imposed for services rendered to a Unit Owner may be interrupted until the violation has ceased after thirty (30) days' notice to the Unit Owner as provided above.

10. Any Unit Owner who mortgages his Unit shall notify the Secretary of the name and address of his mortgagee and any such mortgagee shall have the right to notify the Secretary of the existence of a mortgage on a Unit. The Secretary shall maintain such information in a special book or file. The Treasurer will promptly report to a mortgagee of a Unit any unpaid assessments or other default by the Owner of such Unit. A copy of every notice of default and claim for delinquent installment or assessment or claim of lien sent by the Association to a Unit Owner shall also be sent to the mortgagee of the Unit whose name and address has theretofore been furnished the Association.

11. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by resolutions of the Board of Directors. All funds collected by the Association from Assessments may be commingled in a single fund but they shall be held for the Unit Owners in the respective shares in which they are paid and credited to accounts from which shall be paid the expenses for which the respective assessments were made.

12. Fidelity bonds shall be required by the Board of Directors from all officers, employees of the Association, or other persons or contractors handling or responsible for the Association's funds. The amount of such bonds shall be determined by the Board of Directors, but shall be at least the amount of the total annual assessments against Unit Owners for Common Expenses. The premiums on such bonds, may be paid by the Association and be a part of the Common Expenses.

ARTICLE VI

RULES AND REGULATIONS

1. The Board of Directors may in its discretion, and shall at the direction of members holding two-thirds (2/3) of the total votes of the association, adopt or amend reasonable rules and regulations concerning the details of operation and use of the Condominium Property, including maintenance, conservation and beautification of the Condominium Property and for the health, comfort, safety and general welfare of the Owners and Occupants of the Units.

2. Written notice of the adoption or amendment of such rules and regulations and a copy thereof shall be furnished to each Unit Owner and Occupant prior to their effective date and a copy of the current rules and regulations applicable to the Condominium Property shall be maintained at all times in the records of the Association.

ARTICLE VII

ARBITRATION

1. Any question or issue in controversy (the "controversy") other than the due payment of any assessment required to be paid to the Association, arising between two or more Unit Owners or between one or more Unit Owners and the Association or its Board of Directors, or the Developer, or the employees

and agents of either, concerning the administration of the Condominium Property shall, at the written request of any party to such controversy delivered to the other party thereto, be submitted to arbitration.

2. Upon the request of any party for submission of a controversy to arbitration, each party thereto shall select one arbitrator each and notify the other party or parties in writing of such choice. The arbitrators respectively selected by the parties to the controversy shall meet as promptly as practicable after their appointment and, with all reasonable dispatch, shall determine the controversy. In the event that the arbitrators cannot agree upon the matter in dispute, and if there is an even number of arbitrators so that the decision of a majority of the arbitrators cannot be obtained, then the appointed arbitrators shall choose another arbitrator so that there shall be an uneven number of arbitrators, and the decision shall thereafter be based on the determination of a majority of such arbitrators. If within a period of ten (10) days after the party seeking the arbitration has selected an arbitrator and notified the other party or parties of such choice, the other party or any other party shall fail to select an arbitrator or arbitrators, or, if within a period of thirty (30) days after the appointment of all arbitrators by the parties, the arbitrators do not agree upon the matter in dispute, or upon the selection of another arbitrator as hereinabove provided, the appointment of arbitrators and the determination of the controversy shall be made in accordance with the rules of the American Arbitration, the award rendered by the arbitrator or arbitrators to determine the matter in dispute, which award shall be binding upon all parties to the controversy. Judgment upon the award rendered by the arbitrator or arbitrators may be entered by any court having jurisdiction thereof.

3. The award of the arbitrators shall be in writing and a copy thereof shall be delivered to each party to the controversy and to the Secretary for filing in the records of the Association. The decision of the arbitrators shall be final, and the parties to the controversy shall be bound thereby. All expenses attendant to the arbitration, including the fee of the arbitrators, shall be borne by the parties to the controversy, as may be determined by the arbitrators whose decision, except with respect to their fees, shall also be final.

ARTICLE VIII

NOTICES

1. Any notice required by the Condominium Documents or by law to be given in writing by any Unit Owner to another Unit Owner or the Association or its Board of Directors or by the Association or its Board of Directors to any Unit Owner, Association member or other person or entity shall be deemed sufficient if delivered personally or deposited in the United States Mail, registered or certified mail, addressed to the registered office of the Association, as filed with the Louisiana Secretary of State, with respect to the Association, and to the last address of such Unit Owner, Association member or other person appearing in the records of the Association.

2. A written waiver of any required notice, executed by the person or persons entitled to such notice, whether executed before or after the required time for the notice, shall be deemed equivalent to the required notice.

ARTICLE IX

PARLIAMENTARY RULES

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

ARTICLE X

AMENDMENTS

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

1. 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 fifty-one (51%) percent of the members present at the time the vote is taken, a quorum of not less than a majority of the members must be present in person or by proxy. Until the first election of directors by the members at an annual meeting, By-Laws may be approved by the unanimous vote of the directors.

3. An amendment may be proposed by either the Board of Directors or by any member of the Association.

4. An amendment when adopted as set forth in Section 2 of this Article above shall become effective only after a copy of the same, certified by the

President and Secretary as having been duly adopted, is recorded with the Clerk of Court of St. Tammany Parish, Louisiana in the same manner as recordation of the original Condominium Declaration to which the original By-Laws are annexed as an exhibit.


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

6. No amendment shall discriminate against any Unit Owner (including the Developer) or against any Unit or class or group of Units unless the Unit Owners so affected shall consent.

7. No amendment to these By-Laws shall operate to change any Unit or the share in the Common Elements or other rights appurtenant to the Unit, or increase the Owner's share of the Common Expenses, or change the voting rights of members, unless the record Owner of the Unit concerned and all record mortgagees thereof shall join in the execution of the amendment.

The foregoing were adopted as the By-Laws of the Cedarpark Village Homeowners Association, Inc., a nonprofit corporation organized under the laws of the State of Louisiana, at the first meeting of the Board of Directors.

Dated this 5th day of February, 1999.


PHILIP H. GAGNON
SECRETARY