

**Declaration of Protective Covenants,  
Conditions and Restrictions of  
Strohmborg Townhomes**

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**State of Louisiana  
Parish of East Baton Rouge**

**Declaration of Protective Covenants,  
Conditions and Restrictions of  
Strohmborg Townhomes**

Before me, the undersigned Notary Public, and in the presence of the undersigned competent witnesses personally came and appeared:

**STEAM BTR1, LLC**, a Louisiana limited liability company, whose mailing address is whose principal mailing address is 8305 Tom Drive, Baton Rouge, Louisiana 70815, represented herein by its duly authorized Manager, Andrew McLindon.

said limited liability company being hereinafter referred to as "**Declarant**", and declared as follows:

1. Declarant is the owner of the property more fully described on Exhibit "A" attached hereto. The property has been resubdivided into Lots 1 through 45, Strohmborg Townhomes. Declarant desires to submit Lots 1 through 45, Strohmborg Townhomes, to this Declaration of Protective Covenants, Conditions and Restrictions, which lots are shown on the final plat for Strohmborg Townhomes dated April 19, 2011 and made by General Engineering & Environmental Companies, Inc. which map was recorded, of the official records of the Parish of East Baton Rouge, State of Louisiana, and hereby creates a residential townhome community with Common Areas for the benefit thereof (the "**Submitted Property**").

2. Lots 1 through 45, Strohmborg Townhomes, are the only lots encumbered by the Declaration and no other property shall be encumbered by this Declaration by reference to such lots herein or reference to Common Areas.

3. Strohmborg Homeowners Association, Inc. (the "**Association**") is a Louisiana non-profit corporation established to own real property, and real rights and to administer, manage, regulate and operate Common Areas (including parking) now or hereafter established on the Submitted Property.

4. Declarant desires to provide for the maintenance, repair and management of Common Areas located on the Submitted Property, and to establish on the Common Areas and Lots servitudes, easements and rights of access over and across Common Areas owned by the Association and the Lot Owners. The Declarant further desires to provide for the preservation of the value of the Submitted Property and therefore desires to subject the Submitted Property and Common Areas to the covenants, restrictions, servitudes, charges and liens hereinafter set forth for the benefit of the Submitted Property and each Owner thereof. The Submitted Property shall be known as Strohmborg Townhomes.

5. Declarant hereby declares that the Submitted Property shall be held, sold and conveyed subject to the following servitudes, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the immovable property and be binding on all parties having any right, title or interest in the

Submitted Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

## **ARTICLE 1. DEFINITIONS**

**Section 1.** “**Appointment Period**” shall mean the period of time commencing as of the date of Recordation of this Declaration and continuing until the earlier of (a) the date on which Declarant voluntarily relinquishes its right to appoint such three (3) members of the Board of Directors, (b) the moment after all Lots in the Property have been conveyed by Declarant to non-Declarant Owners, or (c) December 31, 2025.

**Section 2.** “**Assessments**” shall mean Monthly Assessments and Special Assessments imposed upon Owners by the Association, as further defined in this Declaration.

**Section 3.** “**Association**” or “**Corporation**” shall mean and refer to STROHMBERG HOMEOWNERS ASSOCIATION, INC., its successors and assigns. This Association shall be the homeowner’s association for all Lots made subject to this Declaration.

**Section 4.** “**Common Areas**” shall mean: (i) all real property (including improvements thereon) now or in the future owned by the Association; or (ii) all real rights located on any Lot, which real property and real rights are for the common use and enjoyment of the Association and the Owners of the Submitted Property now or hereafter made subject to this Declaration. The Common Areas consist of perimeter fences, sidewalks, parking areas, servitudes of passage and use, recreational amenities, sanitary sewer and other utility lines as located on the Submitted Property from time to time and for the common use and benefit of the Lot Owners, except as otherwise provided in Article IV, Section 1. The Townhome constructed on a Lot, and any amenities, exclusively for the benefit of a Townhome, are not Common Areas.

**Section 5.** “**Common Expenses**” shall mean those expenses defined in Article VI, Section 5 of this Declaration.

**Section 6.** “**Declaration**” means this original Declaration.

**Section 7.** “**Lot**” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Submitted Property with the exception of the Common Areas owned by the Association.

**Section 8.** “**Lot Owner**” or “**Owner**” shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Submitted Property, including contract sellers (in case of bond for deed transactions), but excluding those having such interest merely as security for the performance of an obligation.

**Section 9.** "Members" shall mean and refer to the Owners of Submitted Property in Strohmberg Townhomes who, by virtue of such ownership, are Members of the Association. The definition of "Members" shall have the same meaning as set forth in Article II, Section 1.

**Section 10.** "Mortgagee" or "Mortgage Holder" shall mean any agency of a state or federal government, financial institution, corporation, trust, individual, or other entity which owns or holds a mortgage or security interest encumbering a Lot, Townhome or the Common Areas.

**Section 11.** "Submitted Property" or "Submitted Properties" shall mean all property described on Exhibit A and other properties subsequently submitted to this Declaration of Protective Covenants, Conditions and Restrictions.

**Section 12.** "Townhome" shall mean the improvements constructed on a Lot on Submitted Property, and the term "Townhome" may be used to be inclusive of the term "Lot" and vice versa. Lot or Townhome ownership includes such additional and accessory rights and obligations as are provided for herein, in the Articles of Incorporation and in the By-Laws of the Association.

## **ARTICLE 2. THE ASSOCIATION**

**Section 1.** **Membership and Voting Rights.** Each person or entity who is a record title Lot Owner of any Lot now or subsequently made subject to this Declaration shall be a Member of the Association. Each Member of the Association shall be entitled to one (1) vote, provided however, that no more than one (1) vote may be cast for each Lot. The Association shall govern the operation, maintenance and repair of Common Areas. Membership in the Association shall be governed by the Articles of Incorporation of the Association. A copy of the Association's Articles of Incorporation is attached as Exhibit "B." A copy of the By-laws is attached as Exhibit "C." The Association shall not be deemed to be conducting a business of any kind. Membership in the Association shall automatically terminate: (i) upon the conveyance or transfer of a Lot Owner's interest to a new Owner, and the new Owner shall simultaneously succeed to the former Lot Owner's membership in the Association; or (ii) as otherwise provided in this Declaration, the Articles of Incorporation or the By-Laws. Any person or entity holding an interest in a Lot as security for the performance of an obligation shall not be a Member of the Association.

**Section 2.** **Board of Directors.** The affairs of the Association shall be managed by a Board of Directors. Except during the Appointment Period as stated below, the numbers, term, election and qualifications of the members of the Board of Directors shall be fixed in the Articles of Incorporation and/or the By-Laws. The Board of Directors may, by resolution, delegate portions of its authority to an executive committee or to other committees, to tribunals, to Managers, to officers of the Association or to agents and employees of the Association, but such delegation of authority shall not relieve the Board of Directors of its responsibility for management of the affairs of the Association. Action by or on behalf of the Association may be taken by the Board of Directors or any duly authorized executive committee, officer, Manager, agent or employee without a vote of Owners, except as otherwise specifically provided in this

Declaration. During the Appointment Period, the Board of Directors shall consist of three (3) Directors, and Declarant shall have and hereby reserves the right to appoint the Directors during the Appointment Period.

**Section 3. Rights and Obligations of Association.** Subject to the rights of Declarant, and as more fully set forth in its Articles of Incorporation and the By-Laws, the Submitted Property and Common Areas shall be administered, managed, and operated by the Association whose powers and duties shall include the following:

- a. To adopt and amend the By-Laws, Rules and Regulations;
- b. To adopt and amend budgets for revenue, expenditures and reserves;
- c. To levy and collect Monthly Assessments and Special Assessments when necessary, from the Lot Owners for Common Expenses and to utilize the proceeds of Assessments in the exercise of its powers and duties;
- d. To establish reserves for maintenance, improvements, replacements, working capital, bad debts, obsolescence and other purposes appropriate to the function of the Association;
- e. To contract for the management of the Submitted Property and Common Areas and to delegate powers and duties to management entities, employees, agents, consultants, and independent contractors provided, however, that any such contract shall provide that it can be terminated by a majority of the Lot Owners, without the payment of damages, upon the Association giving the management company, agent or consultants ninety (90) days notice of its intent to terminate the contract;
- f. To institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two (2) or more Lot Owners on matters affecting the Submitted Property;
- g. To make contracts and to incur debt and liabilities;
- h. To regulate the administration, use, maintenance, repair, replacement and modification of the Submitted Property;
- i. To maintain, repair and replace and cause additional improvements to be made to the Common Areas;

- j. To acquire, hold, encumber, mortgage, pledge, pawn, hypothecate, sell, assign, transfer, dedicate, alienate, convey and deliver in its own name any right, title or interest in personal or mixed property, and immovable property (and the component parts thereof), provided, however, the Association shall have obtained the consent of sixty-seven percent (67%) of the voting power of the Association;
- k. To grant servitudes, easements, leases, licenses, permits and concessions through or over the Common Areas;
- l. To impose and receive payments, fees or charges for the use, rental or operation of the Common Areas;
- m. To impose charges for late payment of Assessments and to levy reasonable fines for violation of this Declaration, the By-Laws, or the Rules and Regulations and to bring any other actions against Lot Owners who fail to comply with the provisions of this Declaration or the decisions made by the Association;
- n. To impose and collect reasonable charges for the preparation and recordation of amendments to this Declaration, plans, plats and resale certificates required by law or statements of unpaid Assessments. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance;
- o. To engage and pay for the services of professionals such as architects, engineers, surveyors, planners, accountants, auditors and attorneys;
- p. To provide for the indemnification of its officers, Board of Directors, employees and agents and to maintain liability insurance relative to any indemnification undertaking;
- q. To enter any Townhome to perform emergency repairs or to do other work necessary for the maintenance of the Submitted Properties or Common Areas;
- r. To establish and maintain hazard insurance, flood insurance (if necessary), liability insurance, and fidelity insurance coverage as required by law, this Declaration, the Articles of Incorporation or the By-Laws;



- s. To use summary abatement injunctions, temporary injunctions or similar means to enforce restrictions against the Submitted Property and Common Areas for its use;
- t. To maintain a copy of the Declaration (as amended and restated from time to time), the Articles of Incorporation, By-Laws, Rules and Regulations and other rules concerning the Submitted Properties as well as its own documents, books, records, and financial statements and to make such documents, books, records and financial statements available during normal business hours to Lot Owners or to Mortgagees, insurers, and guarantors of first mortgages that are secured by Townhomes. Financial Statements shall be completed within one hundred twenty (120) days after the end of the Association's fiscal year;
- u. To provide, maintain, alter or remove landscaping and sidewalks, and the exclusive right to change, alter, or modify landscaping and sidewalks located on the Common Areas;
- v. To exercise any other rights and powers conferred upon it from time to time herein and/or in the By-Laws;
- w. To exercise all other rights and powers that may be exercised in Louisiana by non-profit corporations; and
- x. To generally exercise any and all other powers necessary and proper for the governance and operation of the Association and the Submitted Property and Common Areas.

**Section 4. Notice and Quorum for Action of Members.** Written notice of any meeting of Members called for any purpose shall be sent to all Members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting, as set forth in more detail in the Articles of Incorporation and By-Laws of the Association. Unless a greater percentage is required elsewhere in this Declaration, at the first of any such meeting called, the presence of Members or of proxies entitled to cast twenty-six (26%) percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the Members present shall constitute the required quorum at the subsequent meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Unless a greater percentage is required elsewhere in this Declaration, the Articles of Incorporation, the By-laws or the law, the majority vote of the Members present in person or by proxy at a validly held meeting shall have the power to authorize all action of the Association voted on at such meeting.

**Section 5. No Personal Liability.** Notwithstanding any duty to maintain and repair parts of the Submitted Property and Common Areas, the Association, its officers and directors,

committee members and other agents shall not be personally liable for any injury or damage caused by any latent condition of the Submitted Property or Common Areas or for any injury or damage caused by, in or on the Submitted Property or Common Areas or other Lot Owners or persons, or for any other action or failure to act by the Association, its officers, directors, committee members or agents.

### **ARTICLE 3. PROPERTY RIGHTS AND OBLIGATIONS**

**Section 1. Owners' Servitudes of Enjoyment.** Each Owner of the Submitted Property shall have a right and servitude of access and enjoyment in and to the Common Areas located on the Submitted Property which shall be appurtenant to and shall pass with the title to Submitted Property, subject to the restrictions, provisions and obligations contained in this Declaration. The Association shall have the right to suspend the voting rights of a Lot Owner for any period during which any Assessment imposed under this Declaration against that Lot remains unpaid; and for a period not to exceed sixty (60) days, for each infraction of its published Rules and Regulations.

**Section 2. Delegation of Use.** Subject to Section 3 of this Article, any Owner may delegate, in accordance with the Articles and By-Laws, his right of enjoyment of the Common Areas and facilities to the Members of his family or tenants and their family who reside in the Submitted Property.

**Section 3. Inseparability of Ownership Interest.** The ownership of each Lot located on the Submitted Property shall not be conveyed, transferred, encumbered, or otherwise affected separate from the Owner's right and servitude of enjoyment in and to the Common Areas appertaining to such Lot. Should the legal description in the instrument conveying, transferring, encumbering, or otherwise affecting a Lot subject to these Declarations refer only to the Lot itself, and not expressly mention appurtenant rights and obligations, an Owner's sale of his Lot shall include the sale of: (i) the Owner's right and servitude of enjoyment in and to the Common Areas appurtenant thereto; (ii) the Owner's membership in the Association; (iii) the Owner's obligation for Assessments then due and/or accrued but not yet levied; and (iv) any other rights and obligations included within his ownership interest.

### **ARTICLE 4. MAINTENANCE OF ASSOCIATION COMMON AREAS, ROOFS, FENCE AND STRUCTURAL COMPONENTS OF SUBMITTED PROPERTIES**

**Section 1. Sewer and Other Utility Lines.** Common utility lines and equipment (including electric, water and telephone lines) have been constructed to serve each Townhome constructed on the Submitted Property and except as provided below, shall be considered Common Areas. To the extent such Common Areas encroach upon or encumber any Lot, the Association, its agents and contractors, are hereby granted a valid easement and servitude of use across and upon the Lot for both the encumbrance and its maintenance. The expense for the maintenance, repair and upkeep of the utility lines and equipment shall be paid by the Association except as modified below, unless the general rules of Louisiana law regarding liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Each Owner is responsible for fixtures and other utility lines and services primarily servicing the Lot, regardless of the location of such utility lines and services. Additionally, each Owner is responsible for all bills for electricity, water, sewage, telephone and any other service, repair or maintenance service or utility used or consumed on the Owner's Lot. The Submitted Property shall be serviced by private sewer lines and a private lift station, which shall be connected to the municipal sewer system. Except as provided above, the Association shall be solely responsible for maintaining the sewer lines and lift station.

**Section 2. Parking.** All parking spaces located on the Common Areas shall be used by the Lot Owners on a first come-first serve basis; provided, however, no vehicle shall be allowed to park in the parking spaces located in the Common Areas for more than two (2) days. The Association may have any vehicle parked in the Common Area parking spaces for more than two (2) days towed at the vehicle owner's expense. The cost of the repair, maintenance or replacement of the parking spaces located in the Common Areas shall be paid by the Association unless the general rules of Louisiana law regarding liability for property damage due to negligent or willful acts or omissions shall apply thereto. Each Owner and the Association, its agents and contractors, shall have a limited servitude of access and passage (both pedestrian and vehicular) over the Common Areas to the extent required to exercise the rights granted herein.

**Section 3. Party Wall.** Each wall which is built as a part of the original construction of any Townhome upon the Submitted Property and placed on the dividing line between the Townhomes shall constitute a party wall. The cost of reasonable repair and maintenance of a party wall shall be paid by the Owners of the Townhomes connected by the party wall. Such expenses shall be divided equally between the two Owners unless the general rules of Louisiana law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

**Section 4. Maintenance of Roof.** One roof has been constructed to cover adjoining Townhomes constructed upon Submitted Property. The expense for the maintenance, repair and upkeep of the roof shall be the responsibility of the adjoining Townhomes. Such expenses shall be divided equally between the Owners of the adjoining Townhomes unless the general rules of Louisiana law regarding liability for property damage due to negligent or willful acts or omissions shall apply thereto. In the event of destruction of the roof due to a casualty, Article VIII shall apply.

**Section 5. Maintenance of Other Fences.** Fences have been constructed on Submitted Property. The expense for the maintenance, repair and upkeep of these fences along the common property line shall be shared equally by each Townhome using the fence, unless the general rules of Louisiana law regarding liability for property damage due to negligent or willful acts or omissions shall apply thereto.

**Section 6. Exterior Structural Improvements.** The cost of reasonable repair, maintenance or replacement of the structural integrity and exterior appearance of Townhomes on the Submitted Property (including exterior lighting) shall be the responsibility of the Owner of

the Townhome. Notwithstanding the foregoing, the cost of repair, maintenance and replacement of the roof shall be governed by Article IV Section 4 above.

**Section 7. HVAC Units and Utility Meters.** The cost of repair, maintenance, or replacement of the heating, ventilating and air conditioning systems, compressors, components, utility meters and any other electrical equipment shall be the responsibility of the Owner of the Lot(s) these systems service. The heating, ventilating, air conditioning systems and utility meters servicing adjoining Townhomes may be located entirely on one Lot or in the Common Areas. In such instances, the Owner of such Lot or the Association hereby grants a limited servitude of access across the exterior of his Lot for the purpose of maintaining, repairing, reading and accessing such heating, ventilating and air conditioning systems and meters.

**Section 8. Destruction by Fire or Other Casualty.** If a Townhome is destroyed or damaged by fire or other casualty, the Townhome shall be replaced or repaired in accordance with the provisions of Article VIII, unless the general rules of Louisiana law regarding liability for property damage due to negligent or willful acts or omissions shall apply thereto.

**Section 9. Right to Contribution Runs With Land.** The right of contribution for the payment of expenses for party walls and fences from another Owner under this Declaration shall be appurtenant to the land and pass to such Owner's successor in title.

## ARTICLE 5. CREATION OF SERVITUDES

**Section 1. Declaration by Declarants.** It is the intent of this Declaration to grant all servitudes necessary to properly maintain the Townhomes, Lots and the Common Areas. The rights of access and servitudes established by this Declaration in favor of the Association and Lot Owners are predial servitudes, whether servitudes by destination of the Owner pursuant to Louisiana Civil Code article 741 or servitudes under Louisiana Civil Code articles 697, et seq. These servitudes encumber the Submitted Property and Common Areas and shall be in favor of each Lot and the Common Areas with each Lot and the Common Areas being considered a dominant estate with rights across the other Lots and the Common Areas to the extent provided in this Declaration and each Lot and the Common Areas being considered a servient estate burdened by servitudes and restrictions in favor of each Lot and the Common Areas as dominant estates.

**Section 2. No Public Dedication.** Nothing herein is intended to nor shall be construed to create any rights whatsoever for the benefit of the general public in the Submitted Property or Common Areas.

## ARTICLE 6. COVENANT FOR ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation for Assessments for Common Areas.** Each Owner of any Lot by acceptance of a deed therefor, whether or not it

shall be so expressed in such deed, is deemed to covenant and agree to becoming a Member of the Association and to pay to the Association: (1) Monthly Assessments; and (2) Special Assessments. The Assessments imposed by the Association, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment became due. The act of acquiring a Lot against which such a privilege and lien shall have been recorded shall constitute an assumption by the person so acquiring the Lot of the indebtedness represented thereby and shall become the personal contractual obligation of such person, and subject him to a personal action thereon, in solido, with the former delinquent Owner.

**Section 2. Purpose of Assessments.** All Assessments imposed by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Members, for the improvement and maintenance of the Common Areas, for the payment of Common Expenses, and, to the extent provided in this Declaration, the Articles and the By-Laws of the Association, for the improvement and maintenance of Lots and Townhomes.

**Section 3. Determination of Assessments.** The Owner of each Lot shall pay to the Association a Monthly Assessment for each Townhome. Monthly Assessments and Special Assessments shall be established at each annual meeting of the Association and shall continue fixed for a period of one (1) year or until the Board of Directors determines that reconsideration is appropriate at a properly called meeting of the Board of Directors for that purpose. The Association's Board of Directors shall adopt By-Laws more fully setting forth the rules and procedures for assessing and collecting Assessments imposed by the Association. The initial Monthly Assessment shall be \$110.00 per Townhome. The Assessments may be increased or decreased by the Board of Directors providing that any annual increase of more than ten (10%) percent shall be ratified by a vote of Members holding two-thirds (2/3) of the total voting power in the Association at a duly noticed meeting specifically called for that purpose.

**Section 4. Uniform Rate of Assessment.** Monthly Assessments must be fixed at a uniform rate for all Lots and shall be collected on a monthly basis. Special Assessments shall be imposed as set forth in this Declaration.

**Section 5. Date of Commencement of Assessments; Due Dates.** Each Lot and the Member who owns said Lot shall be subject to and liable for all Monthly and Special Assessments which shall be assessed by the Association's Board of Directors for the purposes set forth hereinabove to be known as "**Common Expenses**". Common Expenses shall include, but shall not be limited to, all charges for taxes (except real property taxes and other such taxes which are or may hereafter be assessed separately on each Lot and the personal property or any other interest of the Owner); assessments; insurance of the Common Areas, Lots and Townhomes; cost of repair, rebuilding and replacement of any improvements, parking, yard, janitorial, and other similar services; private sewer fees; wages; accounting and legal fees; upkeep of all sidewalk, other passage ways, and all other Common Areas; and other necessary expenses of upkeep, maintenance, management and operation actually incurred on or for the Common Areas or on a Lot for the common benefit of the Lot Owners to the extent imposed on the Association, by this Declaration, and the reserve established to provide for

maintenance, repair, rebuilding and replacement, working capital, obsolescence, and other appropriate purposes. The “**Monthly Assessments**” against each Lot and the Owner of each Lot shall be determined by the Board of Directors and may be increased in accordance with Section 3 of this Article. The Board of Directors may determine by majority vote of the Board of Directors, levy and collect “**Special Assessments**” for capital improvement, damage repair, necessary and immediate expenses associated with the Common Areas or as otherwise provided for in this Declaration. The Special Assessment shall be levied on all Lots when it is determined by the Board of Directors that such damage repair or capital improvement is appropriate. Before becoming effective, Special Assessments on all Lots must be ratified by a vote of Members holding two-thirds (2/3) of the total voting power in the Association at a duly noticed meeting specifically called for that purpose. In cases of improvements to Common Areas affecting some but not all the Lots, Special Assessments may be assessed only against such Lots, provided seventy-five (75%) percent of the affected Owners consent to the Special Assessment. A Special Assessment may be levied against individual Lot Owners for the payment of insurance deductibles as provided in Article VIII without regard to the above mentioned requirements of this Section. Written notice of Assessments shall be sent to every Owner subject thereto; the due dates shall be established by the Board of Directors.

**Section 6. Effect of Nonpayment of Assessments: Remedies of the Association.** At least seven (7) days prior to perfection of a lien or privilege for Assessments by filing, the Association shall serve upon the delinquent Lot Owner a notarized detailed statement of its claim for the delinquent Assessment, which service shall be effected by personal service or by registered or certified mail. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen (15%) percent per annum and be assessed a late charge of \$25.00. As set forth more fully in this Article, if any Member shall fail to pay such fees or Assessments when due, he shall become liable for reasonable attorney’s fees for the collection or enforcement thereof, and the Association’s Board of Directors may, in addition to bringing personal action against such Member, cause to be recorded against the Lot or Lots of said Member a lien and encumbrance which, upon recordation, shall, except for the limited purposes set forth in Section 7, take precedence over any subsequently recorded lien and encumbrance bearing against such Lot and which shall for all purposes be considered a special mortgage, privilege and lien against such Lot, all in accordance with La. R.S. 9:1145 through 1148, as amended from time to time. Ownership of a Lot and membership in the Association shall constitute proof of said Owner’s consent to and acquiescence in the validity of such privilege and lien. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or by abandonment of his Lot. All land not part of a Lot and dedicated for servitudes and dedicated as Common Areas shall be exempt from Assessments and maintenance charges.

**Section 7. Subordination of the Lien to Mortgages.** The lien on the Lot for nonpayment of Assessments provided for in this Declaration shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

## ARTICLE 7. USE RESTRICTIONS

**Section 1. General Restrictions.** Except to the extent the Association has assumed responsibility for such items under this Declaration, each Owner shall, at his own expense, be responsible for all maintenance and upkeep of his Lot and Townhome. Such repair and maintenance shall be performed in accordance with the general standards of repair and maintenance required of all other property in Strohmberg Townhomes. Each Owner shall maintain his Lot or Townhome in good condition and in good order and repair, including proper lawn maintenance, at his own expense, and shall not display, hang, store, or use any clothing, sheets, blankets, laundry items or other articles outside the Townhome (other than white or natural colored (unless otherwise approved by the Board of Directors) draperies, curtains and shades of a customary nature and appearance) or articles which may be visible from the outside of his Townhome. No Owner shall make any additions to the Lot or Townhome or paint or decorate or adorn the outside of his Townhome or install outside his Townhome any canopy or awning, without the prior written consent of the Association's Board of Directors. The foregoing restrictions as to use and occupancy shall not be construed to prohibit an Owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a yard, balcony, patio or terrace associated with a Townhome; provided, however, no Owner shall be allowed to use any yard, balcony, patio or terrace for storage purposes. These general restrictions shall be considered building restrictions under Louisiana Civil Code article 775, *et seq.* and predial servitudes under Louisiana Civil Code article 646, *et seq.* These use restrictions shall be enforced in accordance with Article XI, Section 1.

**Section 2. Insurance.** Nothing shall be done or kept in any Townhome on a Lot or in any **part** of the Common Areas which will increase the rate of insurance on any Lot or Common Areas without the approval of the Association's Board of Directors. No Owner shall permit anything to be done or kept in his Townhome, or in any part of the Common Areas which will result in the cancellation of insurance on any Lot or Common Areas or which would be in violation of any law.

**Section 3. Signs.** No sign of any kind shall be displayed to the public view on or from any building site without the prior consent of the Association's Board of Directors, except standard real estate signs (16" x 24") and address numbers or Townhome identification.

**Section 4. Nuisance.** No nuisance, public or private, no noxious, offensive, improper, immoral or unlawful activity constituting a nuisance or which, in the judgment of the Association's Board of Directors, may cause unreasonable noise or disturbance to others shall be conducted or maintained in the Common Areas, Lots or Townhomes. All laws, orders, rules, regulations or requirements of any public authority having jurisdiction over the Common Areas and Submitted Property shall be observed and complied with.

**Section 5. Electrical and Sound Equipment.** No Owner shall install outside his Townhome any radio, television, antenna or other electrical equipment, fixtures or items of any kind, without the prior written permission of the Board of Directors. Notwithstanding the foregoing, in order to comply with the Telecommunications Act promulgated by the FCC,

nothing herein shall be construed to prohibit or impair the installation, maintenance or use of the following:

- a. antennas that (i) are one meter or less in diameter, and (ii) are used to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite;
- b. antennas that (i) are one meter or less in diameter or diagonal measurement, and (ii) are used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, or to receive or transmit fixed wireless signals other than via satellite;
- c. antennas that are used to receive television broadcast signals; or
- d. a mast supporting any of the antennas described in sections (a), (b) or (c) above;

provided, however, that such items shall only be allowed to be attached to the garage of a Townhome unless another location is approved in writing by the Board of Directors. All radio, television antenna or other electrical equipment of any kind or nature installed or used in or outside each Townhome shall fully comply with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction, and the Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment installed in or outside such Unit. Satellite reception devices other than those described above are prohibited, except as the Board of Directors may approve.

**Section 6. Wiring.** No Owner shall overload the electrical wiring or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Association's Board of Directors, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the Common Areas without the prior written consent of the Board of Directors.

**Section 7. Garbage and Trash.** Trash, garbage and other waste shall be kept only in approved sanitary containers, and shall be disposed of in a clean and sanitary manner. No waste will be permitted on any part of the Common Areas. No disposal of trash, garbage or other waste shall violate any local, state or federal hazardous or toxic waste law, rule or regulation.

**Section 8. Prohibited Vehicles and Structures.** Except as permitted by the Rules and Regulations (which may completely prohibit the same) of the Association, no trailer, motor home, boat, recreational vehicle or large, commercial-type vehicle of any kind shall be parked or stored on any Lot or the Common Areas except in spaces that may be specifically designated for that purpose. No vehicle shall be repaired or rebuilt on the Common Areas, and no



inoperative vehicle may be kept on any Lot or the Common Areas. Motorcycles, motorbikes, motorscooters, and similar vehicles shall not be operated on the Common Areas except directly between a parking space and public road. Parking spaces shall be used for parking purposes only. No structure of a temporary character, such as a trailer, shack or other out-building shall at any time be used as an office, temporarily or permanently. No detached structure may be constructed without first having been approved by the Association's Board of Directors and any such building must conform in every respect, including materials, with the exterior construction of the Townhome on that same Lot. The decision of the Board of Directors shall be final with respect to the prohibition of a vehicle or activity under this section.

**Section 9. Heating and Air Conditioning Equipment.** Heating, ventilating and air conditioning equipment and solar energy systems shall be located solely in areas designated by the Association's Board of Directors.

**Section 10. Pets.** No animals or fowl may be kept on the Common Areas or Lots, except that the keeping of small, orderly domestic pets (e.g. dogs, cats or caged birds provided they are under 20 pounds) not to exceed two (2) pets per Lot is permitted subject to the Rules and Regulations; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding; and provided, further, that any such pet causing or creating a nuisance or disturbance or noise shall be permanently removed from the Submitted Property and Common Areas within ten (10) days after delivery of written notice from the Association's Board of Directors. Pets shall not be permitted upon the Common Areas unless accompanied by an adult and unless carried or leashed and the pet owner keeps the Common Area clean from use by its pet(s). Any Owner who keeps or maintains any pet upon any portion of the Submitted Property shall be deemed to have indemnified and agreed to hold the Association and each Owner free and harmless from any loss, claim or liability of any kind or character arising by reason of keeping or maintaining such pet within the Submitted Property. All pets shall be registered with the Association's Board of Directors and shall otherwise be registered and inoculated as required by law. The Board of Directors may establish reasonable fees for registration of pets not to exceed the additional costs incurred by the Association resulting from the presence of such pets.

**Section 11. Security.** Owners shall, at all times, comply with the Rules and Regulations as the Association may promulgate for the security of the Owners and their occupants.

**Section 12. Common Areas.** No Owner shall obstruct any of the Common Areas nor shall any Owner place or cause or permit anything to be placed in any of the Common Areas without the written approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Areas, except with the prior written consent of the Association's Board of Directors.

**Section 13. Timesharing Arrangements.** No Townhome shall be subjected to or used for any timesharing, cooperative, licensing or other arrangements that would entail daily, weekly, monthly, or any other type of revolving or periodic occupancy by multiple Owners, cooperators, licensees, or timesharing participants.

**Section 14. Leases of Townhomes.** No Owner may lease less than his entire Townhome. **All** leases shall be in writing, and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, the By-Laws, and the Rules and Regulations, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease.

## **ARTICLE 8. INSURANCE**

**Section 1. Insurance Coverage.** The Association shall effect and maintain, to the extent reasonably available, the following insurance coverages for its benefit and for the benefit of the Owners and Mortgagees, as their respective interests may appear:

- a. Insurance for the Common Areas against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for not less than 100% of the insurable replacement cost of the Common Areas, and against such other hazards and for such amounts as the Association may deem advisable. The insurance coverage, to the extent of availability should include the fixtures and equipment located within the Common Areas. Insurable replacement costs shall be deemed the cost of restoring the Common Areas or any part thereof to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to the Association;
- b. Comprehensive general liability insurance, including medical payment insurance, in an amount determined by the Association covering occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership, administration or maintenance of the Common Areas with a coverage amount of at least \$1,000,000;
- c. Worker's compensation insurance as required by applicable law;
- d. Flood Insurance, if any portion of the Submitted Property is or hereafter is deemed to be located in a special flood hazard area;
- e. If deemed advisable by the Association's Board of Directors, fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. In the event the funds for the Association are held by a professional management company or a designated manager, the Board of Directors may, but shall not be required, to obtain a fidelity bond for all other employees or officers of the Association; and/or

- f. Such other insurance coverages as the Association may from time to time deem necessary.

All coverage obtained by the Association shall be consistent with local, state and federal insurance laws.

**Section 2. Insurance as Common Expense.** The cost of effecting and maintaining insurance coverages on Common Areas is a Common Expense and shall be paid by the Association in accordance with this Declaration. A Lot Owner shall be solely responsible for any insurance deductible due to a loss or claim against his Lot or Townhome. Each Lot Owner hereby appoints the Association as his agent and attorney in fact with respect to obtaining such insurance coverage, which appointment shall be coupled with an interest. The level of insurance obtained by the Association for the benefit of a Lot Owner shall be the amount set forth in Section 1 above and no further. The Association shall determine the amount of deductibles in its sole discretion. A Lot Owner shall be deemed to have consented to and approved the level of insurance upon receipt of a certificate of insurance setting forth this information and failing to object within fifteen (15) days of receipt.

**Section 3. Adjustment of Insurance Loss.** Any loss covered by a property insurance policy on the Common Areas shall be adjusted by the Association's Board of Directors, but the insurance proceeds for the loss shall be payable to any insurance trustee designated by the Association for that purpose, or otherwise to the Association, and not to any Mortgagee. The insurance trustee or the Association shall hold any insurance proceeds in trust for Owners and Mortgagees as their respective interests may appear. Subject to the provisions of Section 4, the proceeds of any property insurance policy effected pursuant to Section 1 shall be disbursed first for the repair or restoration of the damaged Common Areas and Owners and Mortgagees shall not be entitled to receive payment or any portion of the proceeds unless there is a surplus of proceeds after the Common Areas have been completely repaired or restored, or unless the Association is terminated or dissolved.

**Section 4. Repair and Replacement of Common Areas.** Any portion of the Common Areas damaged or destroyed shall be repaired or replaced promptly unless: (i) the Association is terminated or dissolved; (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance; (iii) Owners holding eighty percent (80%) of the total voting power in the Association elect not to repair or replace the damaged portion. In the event the entire area of Common Areas is not repaired or replaced, the insurance proceeds attributable to the damaged Common Areas shall be distributed to the Association to be disbursed in accordance with Louisiana non-profit corporation law. A Lot Owner shall be solely responsible for the insurance deductible due to a loss or claim associated with his Townhome or Lot. Failure of a Lot Owner to pay such deductible shall subject him to the same liabilities provided for in this Declaration for the failure of a Lot Owner to pay Assessments. A Townhome shall be repaired or replaced in accordance with the uniform plans and designs of other Townhomes subject to this Declaration. The Association, its agents and contractors, are hereby granted a limited servitude of access to any Lot or Townhome to the extent such access is necessary to restore or repair the damaged Townhome or Lot.

**Section 5. Excess Repair Costs.** The cost of repair or replacement in excess of insurance proceeds and reserves shall be a Common Expense. The Association shall have the right to impose a Special Assessment in the amount of the excess repair costs.

**Section 6. Notice of Insurance Coverage Changes.** Upon the written request of any Owner, insurer, Mortgagee, or guarantor thereof of a Townhome, the Association, by its Board of Directors, shall issue a timely written statement setting forth:

- a. Any lapse, cancellation or material modification of any insurance policy maintained by the Association; and
- b. any casualty loss that affects either a material portion of the Submitted Property or the Townhome securing such mortgage or debt.

**Section 7. Notice Prior to Cancellation.** All insurance policies shall require the insurer to provide at least ten (10) days notice to the Association and any first Mortgage Holder before the insurer cancels or substantially changes coverage.

**Section 8. Insurance Endorsements.** The Association may, at its discretion, obtain the following endorsements to policies of insurance:

- a. an "Inflation Guard Endorsement," when it can be obtained;
- b. "Building Ordinance or Law Endorsement," if the enforcement of any building, zoning or land-use law will result in loss or damage, increased cost of repairs or reconstruction or additional demolition or removal costs;
- c. waiver of rights of subrogation against Lot Owners; and
- d. a provision that the insurance coverage will not be prejudiced by any acts or omissions of a Lot Owner unless the Lot Owner is under the control of the Association, and further providing the insurance coverage is primary, even if a Lot Owner has other insurance which covers the same loss.

**Section 9. Townhome Insurance Coverage.** Each Townhome Owner shall obtain insurance for his Townhome and the contents of his Townhome, insuring against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for not less than 90% of the actual cash value and against such other hazards and for such amounts as the Board of Directors may deem advisable.

**Section 10. Requirements of Townhome Owner Policy.** Each insurance policy obtained by a Townhome Owner must provide:

- a. The Association as an additional insured and loss payee under the policy.
- b. The insurer waives its right to subrogation under the policy against the Association or any other Townhome Owner.
- c. If, at the time of a loss under the policy, there is other insurance in the name of the Association or another Townhome Owner covering the same property covered by the policy, the policy is primary insurance not contributing with the other insurance.

**Section 11. Repair and Replacement of Townhome.** Any portion of a Townhome damaged or destroyed shall be repaired or replaced promptly by the Townhome Owner. All repairs or replacement of a damaged or destroyed Townhome shall be completed within twelve (12) months from the date of the damage or destruction. In the event the repairs are not completed within twelve (12) months from the date of damage or destruction, the Townhome Owner shall pay the Association \$500.00 per day until the repairs or replacement is complete. The Townhome Owner and the Association expressly acknowledge and agree that this amount to which the Association may be entitled hereunder in the event of a breach or default by the Townhome Owner of this provision, and to which the Association may be entitled to hereunder in the event of a breach or default by the Townhome Owner, is a reasonable forecast of just compensation for the harm that would be caused by a breach of or default under this provision, that the above provisions are reasonable in light of the intent of the parties and the circumstances surrounding the execution of this Declaration. All repairs and replacements of the Townhome shall in accordance with the original design of the Townhome and shall be approved by the Board of Directors.

**Section 12. Failure of Unit Owner to Obtain Insurance.** In the event an Owner fails to obtain or maintain the insurance policies set forth in Section 9 above, the Association may at its sole option purchase such insurance coverage on behalf of the Owner. The Owner hereby appoints the Association as his agent and attorney in fact with respect to obtaining such insurance coverage set forth in Section 9, which appointment shall be coupled with an interest. The level of insurance obtained by the Association for the benefit of an Owner shall be the amount set forth in Section 9 above and no further. The Association shall determine the amount of deductibles in its sole discretion. An Owner shall be deemed to have consented to and approved the level of insurance upon receipt of a certificate of insurance setting forth this information, and failing to object within fifteen (15) days of receipt. All premiums for such insurance coverage shall be levied as an Assessment against the Owner on whose behalf the insurance is obtained. The Association shall not be liable to an Owner for failing to obtain insurance coverage for the benefit of the Owner.

## **ARTICLE 9. EXPROPRIATION**

**Section 1. Taking by Expropriation.** In the event that an action in eminent domain is brought to condemn or expropriate a portion of a Submitted Property (whether permanent or temporary) the Owners of the adjoining Lots on the Submitted Property affected by the action shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceeding. In the event an action in eminent domain is brought to condemn or expropriate Common Areas, the Association shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceeding.

**Section 2. Distribution of Proceeds.** After the damages or awards for such taking are settled or otherwise determined, any proceeds or awards therefrom shall be payable to the Owners the distribution of which proceeds, if any, shall be in proportion to the relative values of property taken, or the Association, if Common Areas are expropriated. In the event it is determined by the Owners that expropriated or condemned property should be replaced or restored by obtaining other land or building additional structures, this Declaration shall be duly amended by an instrument executed by the Owners to reflect the submission of the additional property to this Declaration.

**Section 3. Taking of Lots.** If a Lot is taken by such eminent domain action or withdrawn from this Declaration, the membership of the Owners in the Association shall be terminated.

## **ARTICLE 10. TERMINATION**

**Section 1. Termination.** A Submitted Property may withdraw from this Declaration upon the affirmative vote of eighty (80%) percent of the Lot Owners at a meeting of the Association, and upon the obtainment of the affirmative written consent of 100% of any mortgagees affected by the termination. The Common Area cannot be mortgaged or conveyed without the written consent of at least two-thirds (2/3) of the Lot Owners, excluding the Declarant.

## **ARTICLE 11. GENERAL PROVISIONS**

**Section 1. Enforcement.** In the event of any dispute arising from the provisions set forth in Articles IV and IX, exclusively, the Owners shall enter into Arbitration as set forth in this Article XI, Section 1. Each party shall choose one arbitrator, and such arbitrators shall choose an additional arbitrator, and the decision shall be by a majority of all the arbitrators. The decision of the arbitrators shall be binding upon the parties.

Except as provided above, the Association, or any Owner, as applicable, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In addition to the right to collect damages, the right to exercise remedies established herein and any other remedies provided by law, the enforcing party shall have the right to enforce the provisions hereof by specific performance or by mandatory or prohibitory injunctions without the necessity of proving irreparable injury, without the requirement of a bond, and without regard to the other limitations of Louisiana Code of Civil Procedure article 3601. The prevailing party in an action to enforce the provisions hereof shall be entitled to recover from the unsuccessful Owner the prevailing party's costs and reasonable attorney's fees and expenses incurred in connection therewith. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

If a Lot Owner shall not have complied with the repair and/or maintenance obligations imposed on him by this Declaration, the Association, rather than bring legal action as provided above may, in its sole discretion, cause the repair and/or maintenance to be made, and the cost thereof shall be deemed for all purposes to be a Special Assessment levied against and attributable solely to the offending Lot Owner.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.** This Declaration may only be amended by the favorable vote of Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association. Any Amendment must be recorded with the Clerk and Recorder of Mortgages of East Baton Rouge Parish, Louisiana to be effective against third parties.

Signature on the Following Page

Executed this \_\_\_\_ day of \_\_\_\_\_, 2010, at Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

WITNESSES:

Steam BTR1, LLC

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Andrew McLindon, Manager

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_  
Bar Roll Number: \_\_\_\_\_



Exhibit "A":  
Article of Organization

Exhibit "B"  
Legal Property Description

