

Continuation

883 9897

AMENDMENT TO CONDOMINIUM DECLARATION AND  
BY LAWS OF THE VILLA CONDOMINIUM

9/21/84

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, T. Barry Wilkinson, an Attorney Notary Public domiciled in the Parish of West Baton Rouge and in the presence of the undersigned witnesses on this 21st day of September, 1984, personally came and appeared:

THE VILLA CONDOMINIUM, INC., a Louisiana Corporation, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by its duly authorized agent, Thomas A. Brown, as per resolution attached hereto,

ROSAMOND WORRELL WAX, widow of John Lopez Wax, a resident of the full age of majority of East Baton Rouge Parish, Louisiana, appearing herein as the owner of Unit 608A, The Villa Condominium, acquired by act recorded as Original 602, Bundle 9672 and by act entitled "Judgment Sending Universal Legatee Into Possession", Probate #44,514, filed September 13, 1984, East Baton Rouge Parish, Louisiana,

IRENE W. PENNINGTON, a person of the full age of majority, married to and living with Claude Bernard Pennington, who declares this to be her separate property, appearing herein as the owner of Unit 608B, The Villa Condominium acquired by act recorded as Original 871, Bundle 9646, records of East Baton Rouge Parish, Louisiana,

FRANK B. GARTMAN, a resident of the full age of majority, of East Baton Rouge Parish, Louisiana, appearing herein as the owner of Unit 3344C, The Villa Condominium, acquired by act recorded as Original 868, Bundle 9646, records of East Baton Rouge Parish, Louisiana,

SAMUEL BILLER, a resident of lawful age of the Parish of East Baton Rouge, Louisiana, married but once and then to Esther Ehrlich Biller, now deceased, appearing herein as the owner of Unit 3514A, The Villa Condominium, acquired by act recorded as Original 208, Bundle 9692, records of East Baton Rouge Parish, Louisiana,

THE VILLA CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., represented herein by Thomas A. Brown (President) and G. Allen Walsh (Secretary-Treasurer) as per resolution attached hereto, who did declare that they represent 100% of the ownership interest in the subject property submitted to the condominium regime by Condominium Declaration recorded as Original 217, Bundle 9400, of the records of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana,

Appearers declare that the following instruments were filed for record in the official records of the Parish of East Baton Rouge, Louisiana, relative to the property described on SCHEDULE A attached hereto which instruments are attached hereto as EXHIBIT A.

- 1) Condominium Declaration and attachment(s) recorded October 15, 1980 in the official records of East Baton Rouge Parish, Louisiana as Original 217, Bundle 9400.
- 2) Amendment to Condominium Declaration recorded May 23, 1983, in the official records of East Baton Rouge Parish, Louisiana as Original 712, Bundle 9574.

- 3) Amendment to Condominium Declaration filed for record on the 7th day of March, 1984 in the official records of East Baton Rouge Parish, Louisiana as Original 866, Bundle 9646.
- 4) Amendment to Condominium Declaration recorded June 27, 1984 in the official records of East Baton Rouge Parish, Louisiana as Original 46, Bundle 9676.

Appearer, The Villa Condominium, Inc., declares that it is the owner of the property described in SCHEDULE A attached hereto pursuant to its acquisition recorded as Original 919, Bundle 9637, LESS AND EXCEPT the units designated as UNITS 608A, 608B, 3344C and 3514A, The Villa Condominium, presently owned by Rosamond Worrell Wax, Irene W. Pennington, Frank B. Gartman and Samuel Biller as set forth in the appearances above and further LESS AND EXCEPT those areas designated as "COMMON PROPERTIES" on that map recorded as Original 46, Bundle 9676. Said units and dedicated "Common Properties" being taken from the property comprising Schedule A.

The property set forth in Schedule A was the subject of the Condominium Declaration and By-laws and subsequent amendments described in Items 1 through 4 above. That it is the intention of appearers herein to substitute this Amendment to Condominium Declaration and Bylaws of The Villa Condominium, completely without any exclusion, for the original Condominium Declaration and Bylaws and the amendments set forth in Items 1 through 4 above. The property submitted to the condominium regime is the property set forth in SCHEDULE A attached hereto pursuant to the provisions of The Louisiana Condominium Act, namely L.R.S. 9:1121.101, et seq. (hereinafter called "Act")

#### 1. NAME

The name by which the condominium regime established hereby shall be identified is THE VILLA CONDOMINIUM, a condominium, (hereinafter sometimes referred to as "THE VILLA").

#### 2. DEFINITIONS

As used herein, the following terms shall have the meaning ascribed, unless proper context requires otherwise:

A. As used herein, the following terms shall have the meanings ascribed to them in accordance with L.R.S. 9:1121.103.

- 1) "Condominium" is the property regime under which portions of immovable property are subject to individual ownership and the remainder thereof is owned in indivision by such unit owners.
- 2) "Condominium property" means all interests in land, improvements thereon, and all servitudes and rights attaching to the condominium.
- 3) "Unit" means a part of the condominium property subject to individual ownership. A unit may include air space only. A unit includes such accessory rights and obligations as are stipulated in the condominium declaration.

- 4) "Unit designation" means the number, letter, or combination thereof or any other official designation identifying a particular unit in the condominium declaration.
- 5) "Common elements" means the portion of the condominium property not a part of the individual units.
- 6) "Limited common elements" means those common elements reserved in the condominium declaration for the exclusive use of a certain unit or certain units.
- 7) "Condominium parcel" means a unit together with the undivided interest in the common elements which is an inseparable component part of the unit.
- 8) "Association of unit owners" or "association" means a corporation, or unincorporated association, owned by or composed of the unit owners and through which the unit owners manage and regulate the condominium.
- 9) "Common expenses" means:
  - a) Expenses of administration, maintenance, repair, and replacement of the common elements.
  - b) Expenses declared to be common expenses by provisions of this Part or by the condominium declaration or bylaws.
  - c) Expenses agreed upon as common expenses by the unit owners.
- 10) "Condominium declaration" or "declaration" means the instrument by which immovable property is made subject to this Part.
- 11) "Declarant" means:
  - a) If the condominium has not yet been created, any person who offers to dispose of or disposes of his interest in a unit not previously disposed of; or
  - b) If the condominium has been created, any person who has executed a declaration, or an amendment to a declaration to add additional property to the condominium regime, other than persons holding interests in the property solely as security for a debt or person whose interest in the property will not be conveyed to unit owners.

B. The following definitions are provided to supplement L.R.S. 9:1121.103, namely:

- 1) Declaration - means Condominium Declaration.
- 2) The Villa Condominium - means The Villa Condominium, a condominium
- 3) Common Elements - also means all items set forth in Article 7 of this Condominium Declaration.
- 4) Limited Common Elements - also means all items set forth in Article 6 of this Condominium Declaration.

- 5) Association of Unit Owners or Association - also means The Villa Condominium Homeowners Association, Inc., the corporation owned exclusively by the unit owners and through which they manage the condominium property and regulate themselves.
- 6) Association Articles - means the Articles of Incorporation of the Association, a copy of same being attached hereto as EXHIBIT B and made a part hereof.
- 7) Bylaws means the Bylaws of the Association as they may exist from time to time, a copy of the current Bylaws being attached hereto as EXHIBIT C and made a part hereof.
- 8) Common Expenses - means the expenses for which the unit owners shall be liable to the Association for the management and maintenance of the common elements, including reserves (to provide for maintenance, improvements, replacements, working capital, bad debts, obsolescence, and other appropriate purposes), lawfully assessed by said Association, such other expenses incurred under the provisions of the Act, this declaration, the Association Articles and Bylaws, and other expenses incurred by the consent of the unit owners.
- 9) Limited Common Expenses - shall mean the cost of repairs, maintenance and replacements of limited common elements.
- 10) Common Surplus - means the excess of all receipts or holdings of the Association over the amount of the common expenses, said surplus, if any, shall be owned jointly by the unit owners in the same manner in which they own the common elements.
- 11) Unit Owner - means a person (including every natural individual, corporation, partnership or other legal entity, whether singular or plural) owning any number of units (including any fractional interest in a unit) as evidenced by an act, translativo of title to same, duly recorded in the Conveyance Records for the Parish of East Baton Rouge, Louisiana.
- 12) Master Deed - if used herein, means "Condominium Declaration"
- 13) General Common Elements - if used herein means "Common Elements"
- 14) Apartment - if used herein, means "unit"
- 15) Assessment - means the funds required to be paid by the unit owners, from time to time, for the payment of common expenses, as may be assessed as hereinafter specified or by agreement of the unit owners.
- 16) Plat - means the official plat of the condominium property, as may be supplemented and/or amended, depicting the physical location and boundaries of each unit, separately identified and designated, a copy of the current plat being attached hereto as EXHIBIT D and made a part hereof. Being the same plat as recorded at Original 46, Bundle 9676 of the records of East Baton Rouge Parish, Louisiana.

### 3. SUBJECT PROPERTY

The immovable property subject to the regime created by this declaration includes the property shown in Schedule A attached hereto.

#### 4. UNIT IDENTIFICATION

Each unit shall be identified by its unit designation comprised of a letter, name, or combination thereof. Particular unit designations are listed on the plat attached as Exhibit D and in Article 24 of this declaration.

#### 5. UNIT COMPOSITION

In horizontal dimension, each unit consists of the area situated within the unfinished interior perimeter walls of each unit. In vertical dimension, each unit consists of the area located above the top of the unfinished floor of the lowest level of the unit and below the interior of the ceiling structure of the uppermost level of the unit. Each unit owner shall own the perimeter doors and windows, and all interior components not herein after specifically excluded. Interior walls and any interior load bearing structural building parts are excluded from unit ownership. Unit ownership shall include ownership of all heating and air conditioning, plumbing and electrical systems exclusively serving a particular unit, wherever any component of any such system may be situated, including, but not limited to all pipes, ducts, electrical wiring, and conduits. Unit ownership shall include all lighting fixtures and associated wiring which may be controlled by switches located within the particular unit boundaries. With respect to any fresh water or sewerage systems shared by more than one unit, each unit owner shall own those components of the system situated within their particular unit boundaries and such components outside of said boundaries to the point of junction of the components emanating from any other unit. Unit ownership shall not include ownership of patio areas, fences, building exteriors, foundations, roofs, all structural building parts (including interior walls) and such other components as may be hereinafter designated to be a part of the common elements. Unit ownership shall, additionally, include all aspects of the unit parcel, particularly including the following:

*what constitutes unit ownership.*

- a) An undivided ownership interest in the common elements and the common surplus, the same being a component part of the unit; The undivided interest in the common and limited common elements shall not be separated from the unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though said interest is not expressly mentioned in the conveyance or other instrument.
- b) The exclusive right to the use of the limited common elements dedicated to a particular unit;
- c) Membership in the Association; and
- d) An obligation to pay a portion of the reserves and common expenses of the Association.

#### 6. LIMITED COMMON ELEMENTS

In addition to the provisions of L.R.S. 9:1121.103(6) "Limited Common Elements" shall include:

Those common elements reserved for the use of a certain unit or of certain units in The Villa Condominium, as follows:

- a) The entrance corridors, porches/and staircases giving access to the particular units shall be limited common elements.
- b) The utilities and utility equipment and the heating and air conditioning equipment, which serve any one particular unit shall be reserved for the exclusive use of said unit, and any such utilities and utility equipment which serves any two or more such units shall be reserved for the exclusive use of the units so served by them.
- c) That area between floors separating one unit from another.

#### 7. COMMON ELEMENTS

In addition to the provisions of L.R.S. 9:1121.103 (5) "Common Elements" shall include:

- a) The land on which the buildings stand.
- b) The foundation, the roofs, pool, elevators, and the common entrance walkway providing access to the individual entrances to each particular building.
- c) All utilities which serve all of the buildings.
- d) All those elements so classified by the Louisiana Condominium Act, and not herein specifically reserved for the use of a certain unit or of certain units.
- e) All elements which are part of any security system serving all of the buildings and other common elements.
- f) All area on ground floor including parking areas, parking entrance and deck area.

#### 8. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS

Accessory to the ownership of an individual unit (and not susceptible of being owned independant thereof) each unit owner shall be an owner, in indivision with each other unit owner, of the common elements and the common surplus. Such undivided ownership shall not be susceptible of division except as provided in this declaration. No unit owner shall bring any action for partition or division of the common elements or common surplus and any agreement to the contrary, except as may be otherwise specified herein, shall be null and void. The proportionate ownership of a particular unit owner in the common elements and in the common surplus may be computed by dividing the total number of units owned by such unit owner by the total number of units owned by all unit owners. Each unit's undivided share of the common elements, the common surplus and the common expenses is expressed by the fraction, 1/152, there being 152 total units created by the Condominium Declaration.

#### 9. ALLOCATION OF COMMON EXPENSES

Each unit owner shall share the common expenses with each other unit owner in the same proportion as his ownership in the common elements and the common surplus as specified in the preceding Article.

## 10. ASSOCIATION MEMBERSHIP

The membership of the Association shall at all times consist exclusively of all of the unit owners who shall be entitled to vote on all Association matters. Membership in the Association shall be an inseparable accessory component of unit ownership and shall be transferrable only concurrent with the transfer of unit ownership. Unit owners shall have the privilege of only one vote in the Association affairs for each condominium unit owned by said unit owner. Persons who own a fractional unit interest shall nominate a person to represent the ownership of said unit. Each unit's proportionate representation for voting purposes is expressed by the fraction, 1/152, there being 152 total units created by the Condominium Declaration.

The Villa Condominium shall be managed by The Villa Condominium Homeowners Association, Inc., a Louisiana corporation domiciled in the Parish of East Baton Rouge, Louisiana, said corporation to act and at all times to serve in the capacity as "Association of Unit Owners" or "Association" as defined herein and referred to in the Louisiana Condominium Act.

## 11. CHANGES IN ALLOCATION OF OWNERSHIP AND EXPENSES

Except with the unanimous consent of all unit owners by amendment to this declaration, the formula for a unit owner's proportionate ownership of the common elements and common surplus and proportionate share of the common expenses, as set forth hereinabove, shall not be changed. The addition of condominium property to this regime or the withdrawal of such property from same, as hereinafter provided, might change the proportionate allocation to each unit owner, however, each will continue to be allocated according to the proportion computed by dividing the total number of units owned by such unit owner by the total number of units owned by all unit owners.

## 12. RESPONSIBILITY FOR MAINTENANCE, REPAIRS, AND REPLACEMENTS

Each unit owner shall, at his own expense, be responsible for all maintenance of, repairs to and replacements of any components of his own unit. The Association shall, as a component of the common expenses, be responsible for all maintenance of, repairs to and replacement of any component of the common elements. Any damage caused to the common elements or to the property of any other unit owner for which a unit owner may be legally responsible shall be settled, repaired or replaced by such unit owner. The authorized representatives of the Association, as determined by the Association, shall be entitled to reasonable access to the individual units and limited common elements of same as may be required in connection with the preservation of any condominium property in the event of an emergency, or in connection with the maintenance, repair or replacement of any component of the common elements or to make any alteration required by governmental authority.

The common expenses of repairs, maintenance and replacement of common elements shall be paid by the Association who shall collect said common expenses from all owners of units by assessment in the proportion set forth in Article 8 of this declaration.

The limited common expenses of repairs, maintenance and replacement of limited common elements shall be borne equally by the owners or owner of the units to whose use said limited common

elements are limited in accordance with this declaration. All decisions regarding repairs, maintenance and replacement of limited common elements shall be made by the Association. The Association shall call upon the unit owners to make prudent repairs, maintenance and replacement of limited common elements. The Association shall have the authority to when it deems necessary, replace, maintain, and repair limited common elements and the said Association shall have the authority to assess the appropriate unit owners for said limited common expenses. The Association is hereby charged with the responsibility and duty of making prudent decisions in connection herewith.

#### 14. RESERVES AND WORKING CAPITAL

The Association shall maintain as common surplus adequate reserve funds for the periodic maintenance, repair and replacement of the common elements, which reserve shall be maintained out of regular assessments for common expenses. Each unit owner shall deposit with the Association at least ONE HUNDRED AND NO/100

(\$100.00) DOLLARS per unit, <sup>at the time of closing</sup> but not less than one-sixth (1/6) of the current annual assessment (namely two monthly installments) for such reserve of working capital.

#### 15. PRIVILEGE FOR ASSESSMENTS

The Association shall have a privilege on the condominium parcel for all unpaid sums assessed by the Association and interest thereon at the rate established by the Association, from time to time. This privilege shall also secure reasonable attorney's fees incurred incident to the collection of the assessment or enforcement of the privilege, the minimum fee being, however, ONE HUNDRED AND NO/100 (\$100.00) DOLLARS. To be preserved, the privilege shall be evidenced by a claim of privilege, signed and verified by affidavit of an officer or agent of the Association, and shall be filed for registry in the mortgage records in the Parish of East Baton Rouge not more than ninety (90) days after the date on which the assessment becomes delinquent. The affidavit shall include the unit designation, the name of the unit owner, the amount of the delinquent assessment, and the date on which said assessment become delinquent. The Association shall, at least seven (7) days prior to the filing for registry of the privilege, serve upon the delinquent unit owner a sworn detailed statement of its claim for the delinquent assessment either by personal service or by certified mail. The preservation, cancellation, ranking and effect of the privilege against the condominium parcel shall be as specified in the Act. Said privilege shall, however, be subordinate to that of any first mortgage in favor of any institutional holder. Sale or transfer pursuant to foreclosure on such first mortgage or any proceeding in lieu thereof, shall extinguish the privilege as to those assessments which become due prior to such transfer, however, shall not relieve the condominium parcel from the privilege for assessments becoming due thereafter.

For all purposes intended by the provisions of L.R.S. 9:1123.115, "Limited Common" expenses as defined in Article 2, B (9) of this declaration is a common expense and the Association shall have a lien on the condominium parcel or parcels for said unit owner's share of limited common expenses, along with interest and attorney's fees. All remaining provisions of L.R.S. 9:1123.115 shall apply to Limited Common Expenses as well as to Common Expenses.



16. LIABILITY FOR MAKING PAYMENTS

Each owner shall pay all assessments within five (5) days after the same shall become due. Assessments shall be payable in such amounts and at such times as determined by the Association under the provisions of its bylaws. The Association shall have no authority to exempt any particular unit owner from the payment of any assessment or any portion thereof. The liability for the payment of assessments shall be the personal obligation of each unit owner enforceable by the Association, however, this personal liability shall not automatically pass to successors in title to such unit owner unless assumed by same.

17. INSURANCE

The Association shall maintain in force and effect policies of insurance as is required under the Act, particularly under La. R.S. 9:1123.112. Particularly, the Association shall maintain property insurance on the common elements and units, exclusive of improvements installed in units by unit owners, against hazards commonly covered, in an amount equal to at least eighty (80%) percent of actual cash value. Additionally, the Association shall maintain comprehensive general liability insurance, in an amount determined by the Association not less than ONE MILLION AND NO/100 DOLLARS.

18. RECONSTRUCTION OR REPAIR AFTER CASUALTY

As required under the Act, losses covered by the property insurance policy mentioned in the preceding section of this declaration, shall be adjusted with the Association, however the insurance proceeds for that loss shall be payable to any insurance trustee or to the Association, and not to any mortgagee, said proceeds to be held in trust for unit owners and lien holders as their interest may appear, disbursed first for the repair or restoration of the damaged common elements and units, with unit owners and lien holders to receive any surplus after the condominium property is completely repaired or restored, or as otherwise provided in the Act. The Association shall repair or replace promptly any condominium property damaged or destroyed as provided under the Act, unless:

- a) The condominium is terminated;
- b) Repair or replacement would be illegal; or
- c) It is the unanimous vote of the unit owners not to rebuild.

If the entire condominium is not repaired or replaced, the insurance proceeds shall be distributed as provided under the Act. If the unit owners vote not to rebuild any unit, there shall be an automatic reallocation of the undivided interest of each unit owner in the common elements and common surplus and of the votes in the Association as provided under the Act.

## 19. EXPROPRIATION

The procedure for the reallocation of the undivided interests in the common elements, votes in the Association, and liability for assessments in the event of the acquisition of a unit, the common elements, or any portion thereof by eminent domain or expropriation, and the procedure for the disposition of any amounts awarded in connection therewith, are as specified in the Act, particularly La. R.S. 9:1121.107.

## 20. LEGAL DESCRIPTION OF UNITS

Every conveyance or encumbrance of any unit shall legally describe same. The description of a unit shall be complete and sufficient if it sets forth the name of the condominium, the parish in which this declaration was recorded, the parish in which the condominium property is located, and the unit designation.

## 21. WITHDRAWAL OF CONDOMINIUM PROPERTY

All or any portion of the condominium property may be withdrawn from the condominium regime created hereby with the consent of the owners of at least 75% of all condominium units and the consent of all holders of any liens, privileges and mortgages upon any condominium property through the recordation of an amendment according to the procedure specified in the Act, particularly under Section 1122.112 of same. Additionally, should title to any condominium property be transferred through judicial sale or such other involuntary method on account of any lien, privilege or mortgage recorded prior to the recordation of this Declaration, then the property so transferred will be automatically withdrawn from this condominium regime unless the transferee shall record a ratification of this Condominium Declaration with respect to such property within fifteen (15) business days from the date of recordation of said transfer. If the ratification is not made and recorded timely, the withdrawal of the property shall be effective the date of said transfer and the interest of the former unit owners (of the property so transferred) in the common elements and common surplus shall be forfeited in favor of all remaining unit owners. Timely recordation of the ratification, however, would date back to the time of recordation of the transfer such that the transferee would succeed the former unit owners (of the property transferred in all respects.)

## 22. AMENDMENT OF DECLARATION

Unless otherwise provided herein or mandated by any provision of the Act, this Declaration may be amended only with the consent of one hundred (100%) percent of the owners of all condominium units. A written amendment bearing the signatures of the consenting parties in authentic form shall be registered in the conveyance records for the Parish of East Baton Rouge and shall be effective as to all persons from the time of recordation.

23. REDRESS FOR NONCOMPLIANCE

Each unit owner and all occupants and residents of the Condominium shall comply with the provisions of this Declaration, the Bylaws and Rules and Regulations promulgated by the Association. Failure to so comply shall be grounds for an action by the Association or by any unit owner for the enforcement hereof, to recover sums due for damages, and for injunctive relief.

24.

There are in existence one hundred fifty two (152) units, listed below and the limited common elements as recorded in this instrument and entitled "FINAL PLAT OF VILLA CONDOMINIUMS, dated October 7, 1980, prepared by A. D. Primeaux, attached hereto as EXHIBIT D.

The approximate area of each of said units as delineated on the plat attached as Exhibit D are set forth as follows, and the units on said property shall also be numbered as follows:

UNITS	SQUARE FEET	UNITS	SQUARE FEET
558A	958	643B	890
608A	890	643C	892
608B	892	643D	890
608C	890	644	1131
608D	892	646A	890
614A	1029	646B	892
618	1131	646C	890
620	1015	646D	892
622	1008	655	1131
622AX	958	656A	721
624	1008	656B	718
626	1015	656C	721
628	1008	656D	718
634	1131	657	1015
636	1015	659	1008
638	1008	660A	890
640	1008	660B	892
642	1015	660C	890
643A	892	660D	892
661	1008	3305A	890
663	1015	3305B	892
665	1131	3305C	890
672A	718	3305D	892
672B	721	3307A	718
672C	718	3307B	721
672D	721	3307C	718
708A	890	3307D	721
708B	892	3323A	890
708C	890	3323B	892
708D	892	3323C	890
712	1131	3323D	892
713A	890	3331	1131
713B	892	3332A	892
713C	890	3332B	890
713D	892	3332C	892
714	1015	3332D	890
716	1008	3333	1015
718	1008	3335	1008
720	1005	3337	1008
722	1131	3339	1015
722AX	958	3341	1131
724	1131	3344A	721
725A	721	3344B	718
725B	718	3344C	721
725C	721	3344D	718
725D	718	3359A	958

UNITS	SQUARE FEET	UNITS	SQUARE FEET
726	1015	3423A	890
728	1008	3423B	892
730	1008	3423C	890
732	1015	3423D	892
734	1131	3447A	890
737A	892	3447B	892
737B	890	3447C	890
737C	892	3447D	892
737D	890	3456A	1029
744A	892	3514A	890
744B	890	3514B	892
744C	892	3514C	890
744D	890	3514D	892
745	1131	3522A	718
747	1015	3522B	721
748A	890	3522C	718
748B	892	3522D	721
748C	890	3534	1131
748D	892	3536	1015
749	1008	3538	1008
751	1008	3540	1008
753	1015	3542	1015
755	1131	3544	1131
756A	718	3545A	958
756B	721		
756C	718		
756D	721		
756AA	890		
756BB	892		
756CC	890		
756DD	892		
764A	1029		
768A	890		
768B	892		
768C	890		
768D	892		

Each unit's undivided share of the common elements, the common surplus and the common expenses is expressed by the fraction 1/152, there being 152 total units created by the Condominium Declaration.

25.

The Association shall prepare a budget for the expense of administration, maintenance, insurance, and the reserve provided for in the Bylaws in accordance with R.S. 9:1123.106 and require unit owners to make monthly contributions, pro-rata. Each unit's undivided share is expressed by the fraction, 1/152, there being 152 total units created by the Condominium Declaration. Said monies to be held in a separate account and used solely for this stated purpose.

26.

In the event any condominium unit should, in the opinion of the Association create a hazard or destructive condition to the condominium development or individual unit or units

in the development, and should after thirty (30) days notice of said condition, should said unit owner refuse to make the necessary repairs to correct said condition, then the Association shall have the right to enter said premises and make any and all necessary repairs it may deem necessary in order to correct said hazardous condition, the expense of which shall be borne by the individual unit owner.

27.

Condominium usage shall be limited to single family residential use only; except for unit #558A, which is hereby designated and reserved for office space.

28.

The Association is required to make available to unit owners and lenders and to holders, insurers or guarantors of any first mortgage, current copies of the declaration, bylaws, other rules concerning the project, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

29.

The control of the Association shall be delivered to the unit owners within four (4) months after seventy five (75%) percent of the units in the project have been conveyed to unit purchasers.

The term "control" means the right of the declarant to control the Association, the Association Board, the project, or the unit owners in any manner except through votes allocated to units it owns on the same basis as votes pertaining to sold units.

30.

Mortgagees shall have the right to request a year end audited Financial Statement from the Association which shall be furnished by the Association within sixty (60) days of the year end upon request.

### 31. LENDER'S NOTICES

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- a) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.
- b) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.
- c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

32.

Any change of status or document of The Villa Condominium shall require the consent of fifty one (51%) percent affirmative vote of the then mortgagees in order to be perfected.

33.

The Association, prior to passage of control, shall not be bound either directly or indirectly to contracts or leases (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days notice to the other party.

34.

No contract shall be entered into between the Association and any Development Corporation or Management Corporation for the management of the Condominium Development that shall not contain a ninety (90) day notice by either party for cancellation without cause or cancellation fee.

35.

No unit owner shall be allowed to enter directly into a lease of a condominium unit or units in The Villa for less than thirty (30) days with all initial leases having a minimum six (6) month period.

*restriction  
on rental  
or lease*

36.

Any lien filed by the Association for delinquent assessments or expenses due by the respective unit owner shall be subordinate to any prior recorded first lien and/or first mortgage.

37.

If any provision of this Declaration or any exhibit to same, or any portion thereof, is held invalid, the validity of the remainder shall not be affected thereby. In case of discrepancy between any provision of this Declaration with any provision of the Association Articles, Bylaws or Rules and Regulations, the provisions of this Declaration shall control. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter, as proper context requires. Section headings are for convenience or reference only and shall not in any way limit or define the content or substance contained elsewhere in this Declaration and its Exhibits. Notices shall be in writing and sent by registered or certified mail to the Association at its registered office, to each party appearing herein in this Declaration at their mailing address herein indicated, and to any subsequent unit owner at his or her last known address or at such other address as may be otherwise provided herein. Notices shall be deemed delivered on the date received or when delivery is refused or otherwise could not be made after due and diligent effort. Each transferee of any party to this Declaration, by the acceptance of an act of conveyance of any condominium property, accepts the same subject to all restrictions, conditions, covenants, reservations, liens, privileges and charges, and to the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and

privileges hereby imposed shall be deemed covenants running with the land, binding upon any person having any interest in any condominium property.

AND NOW COMES AND APPEARS FIRST CITY BANK OF NEW ORLEANS, LOUISIANA, represented by \_\_\_\_\_, its undersigned agent \_\_\_\_\_; duly authorized to act herein, who intervenes to consent, approve, ratify and confirm the amendments to the Condominium Declaration and By Laws of The Villa Condominium herein made, without any limitation or exclusion whatsoever.

AND NOW COMES AND APPEARS DIXIE FEDERAL SAVINGS AND LOAN ASSOCIATION, represented herein by \_\_\_\_\_, its undersigned agent \_\_\_\_\_; duly authorized to act herein, who intervenes to consent, approve, ratify and confirm the amendments to the Condominium Declaration and By Laws of The Villa Condominium herein made, without any limitation or exclusion whatsoever.

NOW NOW COMES AND APPEARS VILLA ROSE APARTMENTS, a Louisiana Partnership, represented herein by its two Managing General Partners, G. Allen Walsh and Thomas A. Brown, duly authorized to act herein, who intervenes to consent, approve, ratify and confirm the amendments to the Condominium Declaration and By Laws of The Villa Condominium herein made, without any limitation or exclusion whatsoever.

THUS DONE, READ AND PASSED at my office in Baton Rouge, East Baton Rouge Parish, Louisiana, in the presence of the undersigned competent witnesses and me, Notary, effective the date first above written.

WITNESSES:

*Carolyn Stevens*  
*Stephanie Fisher*

THE VILLA CONDOMINIUM, INC.

BY: *Thomas A. Brown*  
Thomas A. Brown, President  
ADDRESS:

*Rosamond W. Wax*  
Rosamond Wax  
Address:

*Irene W. Pennington*  
Irene W. Pennington  
Address:

*Samuel Bitter*  
Samuel Bitter

Frank B. Gartman

Frank B. Gartman  
Address:

THE VILLA CONDOMINIUM HOMEOWNERS  
ASSOCIATION, INC.  
Address: 558 South Acadian Thruway  
Baton Rouge, LA

BY: Thomas A. Brown  
Thomas A. Brown

BY: G. Allen Walsh  
G. Allen Walsh

FIRST CITY BANK OF NEW ORLEANS,  
LOUISIANA

BY: [Signature]  
ADDRESS

DIXIE FEDERAL SAVINGS AND LOAN  
ASSOCIATION

BY: [Signature]  
ADDRESS:

VILLA ROSE APARTMENTS, A LOUISIANA  
PARTNERSHIP

BY: G. Allen Walsh  
G. Allen Walsh

BY: Thomas A. Brown  
Thomas A. Brown

ADDRESS:

J. Benny Wilk  
NOTARY PUBLIC