

CONDOMINIUM DECLARATION

OF

THE VILLA CONDOMINIUM

* * *

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On this 11th day of October 1980, before me, the undersigned authority, personally came and appeared VILLA ROSE APARTMENTS, LTD., a Louisiana corporation domiciled in the Parish of East Baton Rouge, State of Louisiana, herein represented by James F. Pierson, Jr. duly authorized by a resolution of the Board of Directors of said corporation, attached hereto, who declared that the corporation does hereby avail itself of the provisions of the Louisiana Condominium Act, (Louisiana Revised Statutes, Title 9, Sections 1121 through 1142) and does hereby establish this Declaration of Condominium pursuant to said provisions as follows:

I.

There is hereby created the VILLA CONDOMINIUM, a condominium (hereinafter referred to as "THE VILLA"), on the property owned by Villa Rose Apartments, Ltd., and fully described as follows:

(SEE ATTACHMENT "A")

II.

Unless it is plainly evident from the context that a different meaning is intended, the following terms shall have the meanings ascribed as follows:

A. As used herein, the following terms shall have the meanings ascribed to them in accordance with L.R.S. 9:1123 namely:

- (1) CONDOMINIUM - is the property regime under which portions of the immovable property are subject to individual ownership and the remainder thereof is owned in indivision by such individual owners.
- (2) CONDOMINIUM PROPERTY - means all interests in land, improvements thereon, and all servitudes and rights subjected to the condominium, including all windows even when they constitute exterior surface.
- (3) UNIT - means a part of the condominium property subject to individual ownership. 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 indentifying a particular unit in the condominium declaration.
- (5) COMMON ELEMENTS - means the portion of the condominium property not a part of the individual units.
In every multi-unit building, the following shall be common elements:
- (a) Foundations, roofs, and all principal structural parts of the building, wall surfaces facing common areas;
 - (b) installations of central services such as power, lights, gas, hot and cold water, heating and air conditioning;
- (6) LIMITED COMMON ELEMENTS - means those common elements reserved in the condominium declaration for the exclusive use of a certain unit or units.
- (7) CONDOMINIUM PARCEL - means a unit together with the undivided interest in the common elements is an inseparable component part of the unit.
- (8) ASSOCIATION OF UNIT OWNERS OR ASSOCIATION - means a corporation, trust, unincorporated association, partnership, or other legal entity, owned by or composed of the unit owners and through which the owners manage and regulate the condominium.

(9) COMMON EXPENSES - means:

- (a) Expenses of administration, maintenance, repair or 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 - means the instrument by which immovable property is made subject to this part.

B. The following definitions are provided to supplement L.R.S. 9:1123, namely:

(1) DECLARATION - means Condominium Declaration.

(2) THE VILLA CONDOMINIUM - means The Villa Condominiums, a condominium.

(3) COMMON ELEMENTS - also means all items set forth in paragraph IV of this Condominium Declaration.

(4) LIMITED COMMON ELEMENTS - also means all items set forth in Paragraph III of this condominium declaration.

(5) ASSOCIATION OF UNIT OWNERS OF ASSOCIATION - also means The Villa Condominium, Ltd. a corporation, organized under the laws of Louisiana corporation, domiciled in the Parish of East Baton Rouge, owned by and composed of unit owners through which the unit owners manage and regulate The Villa Condominiums.

(6) COMMON EXPENSES - shall also include monies to be assessed from the unit owners to establish and maintain reserves to provide for maintenance, improvements, working capital, bad debts, obsolescence and other appropriate purposes as required by L.R.S. 9:1128, 1A (5).

(7) LIMITED COMMON EXPENSES - shall mean the cost of repairs maintenance and replacements of limited common elements.

(8) OWNER - means a person owning one or more units, or a fractional interest in a unit in The Villa Condominiums, said ownership being evidenced by an act translatve of title and duly recorded in Conveyance records of the Parish of East Baton Rouge, Louisiana.

(9) MASTER DEED - if used herein, means "Condominium Declaration".

(10) GENERAL COMMON ELEMENT - if used herein, means "Common Element".

(11) APARTMENT - if used herein, means "unit".

III.

In addition to the provisions of L.R.S. 9:1123 (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 and the heating and air conditioning equipment which serve 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.

IV.

In addition to the provisions of L.R.S. 9:1123 (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) Any 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 a 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.

V.

There are in existence one hundred fifty two (152) units, listed below and the limited common elements and common elements as recorded in this instrument and entitled "The Villa, A Condominium", dated 10th day of October, 1980, prepared by A. D. Primeaux, attached hereto as Attachment "B" and made a part hereof.

VI.

The approximate area of each of said units as delineated on the plans attached as Attachment "B" are set forth as follows, and the units on said property shall also be numbered as follows:

<u>UNITS</u>	<u>SQUARE FEET</u>	<u>UNITS</u>	<u>SQUARE FEET</u>
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

UNITS	SQUARE FEET	UNITS	SQUARE FEET
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	1015	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
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		

VII.

Each unit includes the doors, windows, walls and all finish materials attached to the mainwalls servicing that unit alone.

VIII.

The title and interest of each unit owner in and to the common elements, his proportionate share in the common surplus and his proportionate share in the responsibility for payment of common expenses, as well as his proportionate representation for voting purposes in the meetings of the association of unit owners of The Villa, is based upon a proportionate share of the total of one hundred fifty-two (152) units. Each unit having one proportionate share and responsibility of the total one hundred fifty-two (152) units.

IX.

The common elements and the limited common elements shall remain undivided and no owner shall bring any action of partition or division thereof.

X.

The percentage of the undivided interest in the common and limited elements established herein shall not be changed except with the unanimous consent of all of the owners expressed in an amendment to this declaration of condominium, duly recorded.

XI.

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 such interest is not expressly mentioned or described in the conveyance or other instrument.

XII.

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 Paragraph VIII 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.

XIII.

Each unit owner shall be personally responsible and legally liable for sums assessed him by the association of unit owners in connection with common expenses and limited common expenses. The said association shall have the right and duty to enforce the financial responsibility of all unit owners in connection herewith. A unit owner shall not exempt or relieve himself from the responsibility of contribution toward expenses assessed him by the association by waiver of the use of common elements or limited common elements, nor by abandonment of the unit belonging to him.

XIV.

There shall be a lien for common expenses in accordance with L.R.S. 9:1125.1, said statute providing as follows:

(A) The association shall have a lien on a condominium parcel for all unpaid sums assessed by the association for its share of common expenses, and interest thereon at the rate provided in the condominium declaration, bylaws, or in the absence thereof, at the legal interest rate. If authorized by the condominium declaration or bylaws, this lien shall also secure reasonable attorneys fees incurred by the association incidental to the collection of the assessment or enforcement of the lien. The claim of lien shall be 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 in which the condominium parcel is located no more than ninety days after the date on which the assessment for common expenses becomes delinquent. The claim of lien shall include a description of the condominium parcel, the name of its record owner, the amount of delinquent common expenses and the date on which said expenses became delinquent. The association shall, at least seven days prior the filing for registry of the lien, serve upon the delinquent unit owner a sworn detailed statement of its claim for delinquent common expenses, which service shall be effected by registered mail or personal service. The lien for common expenses shall secure only assessments for common expenses which are due and payable when the claim of lien is filed for registry.

(B) A claim of lien recorded as set forth in Subsection A of this section shall preserve the lien against the condominium parcel for a period of one year from the date of recordation. The effect of recordation shall cease and the lien preserved by the recordation shall perempt unless asserted on the

claim of lien is filed by the association in a civil action in any court of competent jurisdiction in the Parish in which the condominium parcel is located within one year from the date of the recordation of the inscription of the lien.

(C) A purchaser of a condominium parcel at a judicial sale shall not be liable for the share of common expenses chargeable to the former unit owner of the parcel that became due prior to the sale. The unpaid common expenses or assessments shall be deemed a general common expense collectable from all unit owners including the purchaser.

(D) A unit owner, mortgagee or purchaser of a unit shall have the right to require from the association a certificate showing the amount of unpaid assessment with respect to the unit. The association may not enforce against a purchaser or mortgagee who relies on the certificate any indebtedness as of that date in excess of the amount shown thereon.

In connection with the lien provided by L.R.S. 9:1125.1, as aforesaid, all such liens on The Villa shall bear interest at the rate of twelve (12%) per cent per annum and reasonable attorney fees provided therein shall be no less than twenty-five (25%) per cent of the amount of the lien.

For all purposes intended by the provisions of L.R.S. 9:1125.1, "Limited Common" expenses as defined in Paragraph II, B. (7) of this declaration is a common expense and the association shall have a lien on a condominium parcel or parcels for said unit owner's share of limited common expenses, along with interest and attorney fees as provided. All remaining provisions of L.R.S. 9:1125.1 shall apply to Limited Common ex-

penses as well as to common expenses.

XV.

As appears from the plan of apartment ownership described above and the Proclamation in Paragraph Number 1 establishing a condominium Regime, appearer does hereby take full advantage of the provisions of Louisiana Revised Statute Title 9, Section 1121 through 1142, whereby all units as shown in the plan shall be conveyed and recorded as individual properties capable of independent use. Each unit owner shall have an exclusive and particular ownership right over his respective unit, and, in addition, shall have the above specified undivided ownership interest in the common elements and the limited common elements of said condominium.

XVI.

The Villa, a Condominium, shall be managed by the Villa Homeowner's 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. The Villa Homeowner's Association, Inc. shall be owned exclusively by unit owners, each owner's interest therein being based on an equal proportion, said proportionate being fully set forth in Paragraph VIII of this condominium declaration. The Villa Homeowner's Association, Inc., shall enjoy all of the rights, privileges, duties, powers, immunities and disabilities applicable to the "Association" as provided for in the Louisiana Condominium Act, this Condominium Declaration and the Bylaws of The Villa, a Condominium.

XVII.

This administration of The Villa shall be in accordance with the Louisiana Condominium Act, the provisions of this declara-

tion and with the provisions of the Bylaws of The Villa, which are made a part of this deed and are attached hereto as Exhibit C, and shall be subject to such rules and regulations as may be established by the procedures outlined in the said Bylaws which are not inconsistent with this Declaration and the Louisiana Condominium Act.

XVIII.

This condominium declaration of The Villa, a Condominium, may be amended by Notarial act duly filed for registry in the Conveyance Records of the Parish of East Baton Rouge, State of Louisiana, and in the Condominium Book thereby provided, and any said amendment shall be effective as to all persons from the moment of said recordation. Any amendment to the condominium declaration of The Villa shall bear the signature evidencing the affirmative consent of one hundred (100) per cent of the proportionate vote as determined in Paragraph VIII. Ownership shall be evidenced only by act translatif of title in accordance with the Louisiana Law and duly recorded in the conveyance records of the Parish of East Baton Rouge, Louisiana.

XIX.

The owner of each unit shall comply with the provisions of this declaration, the bylaws, and rules, and regulations promulgated by the association, and failure to comply with any such provisions, rules or regulations shall be grounds for an action to recover sums due for damages, and for injunctive relief.

XX.

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. 1128.1(5) and require owners to make monthly contributions, pro-rata, in the percentage computed according to the proportions schedule in Paragraph VII, toward said necessary common expenses. All funds raised and

expenses in this matter shall be held in a separate account and used solely for this stated purpose.

XXI.

The association shall obtain insurance for the condominium property against property loss or damage by fire and other casualties and hazards in an amount not less than the appraised replacement cost of the condominium property and shall give written notice of the insurance, including details as to the coverage thereof, and of any change therein or termination thereof, to each unit owner. An appraisal of the condominium property to determine the minimum insurance coverage required by this section shall be performed initially and at least once every three years. Each unit owner and his mortgagee, if any, shall be a beneficiary even though not named. The association shall have the right to charge the cost of the insurance to the individual unit owners on the basis of the comparative replacements or comparative risks insured of the individual units.

XXII.

In case of fire or any other disaster the insurance indemnity shall, except as provided in the next succeeding paragraph of this section, be applied to the reconstruction of damaged property in such a manner as not to prejudice any duly recorded mortgage of any of the units. Should it be proper to proceed with the reconstruction, the association shall take charge and handle same pursuant to the authority granted by the Louisiana Condominium Act, this declaration and the duly promulgated Bylaws of The Villa.

Reconstruction shall not be compulsory where the cost of construction amounts to more than two-thirds of the total replacement cost of all of the buildings and improvements situated on said real property or if such reconstruction shall be contrary to law. In such case, and unless otherwise unanimously agreed upon by the record owners of all units, or otherwise provided for

in the insuring agreements, the indemnity shall be delivered to the record owners of all units in accordance with a ratio existing in the appraisal as called for in Paragraph XXI, herein and their respective duly recorded mortgages. Each owner of a unit shall thereafter discharge the duties and obligations owed to his respective mortgages in accordance with law. Should the owners of said units elect to not reconstruct on said property, they shall be legally obligated under the terms of this Declaration to unanimously agree and proceed, without delay, to withdraw all property to The Villa from the Condominium regime in accordance with Louisiana Revised Statutes, Title 9, Section 1136, after which they shall be co-owners, in division, of the entire property and improvements in accordance with the ratio of appraised value set forth in Paragraph XXI herein.

XXIII.

In the event any condominium unit should, in the opinion of the homeowner's 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 homeowner's 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. The homeowners unit for the repairs described above and shall have the right to enforce said lien in accordance with the normal lien procedures provided in this condominium declaration.

XXIV.

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

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

WITNESSES:

VILLA ROSE APARTMENTS, LTD.

Dora Stout
Deputy Notary BY:

James F. Pierson, Jr.

JAMES F. PIERSON, JR.

James F. Pierson, Jr.

NOTARY PUBLIC