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Bridget Hanna
Clerk of Court
Parish of Ascension

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Grantor 1: SAGEFIELD A CONDOMINIUM DEVELOPMENT OWNERS
ASSOCIATION INC

Grantee 1: KAUFMAN, KIM/PRESIDENT

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Jeremy McCrory
Jeremy McCrory, Deputy Clerk

Sagefield

**COTTAGE STYLE
CONDOMINIUMS**

Addendum to Covenants, Conditions & Restrictions

ADDENDUM TO COVENANTS, CONDITIONS & RESTRICTIONS

FOR

SAGEFIELD, A Condominium Development, OWNERS ASSOCIATION, INC.

Purpose: The purpose of this addendum is to add, modify or clarify the following rules:

ARTICLE III – BOARD MEMBERS

Section 1. The Board shall consist of at least 3 officers (President, Secretary, Treasurer) but can also have a Vice-President. Non-officer positions may also serve on the board. The Secretary and the Treasurer must be two separate positions.

ARTICLE V – OFFICERS AND THEIR DUTIES

4. President. The President shall be the principal executive officer of the Association, and subject to the control of the Board of Directors, shall supervise and control the management of the Association. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all written instruments and shall co-sign all checks and promissory notes.
6. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members, shall serve notice of meetings of the Board of Directors and of the Members, shall keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.
- 6.a. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, shall keep proper books of account, shall cause an annual audit of the Association books, shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and provide copies (electronic or paper) to each of the members.

ARTICLE IV – MEMBERSHIP MEETINGS

Section 9. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the votes appurtenant to the Units shall constitute a quorum

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for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws.

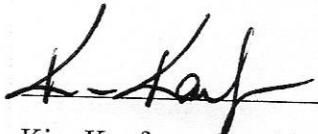
ARTICLE VI – OPERATION OF THE PROPERTY

Section 5. As more fully provided in the Declaration, each Member is obligated to pay the Association Monthly Dues, Assessments, and Special Assessments, as defined in the Declaration. Any dues or assessments (including but not limited to Special Individual Assessments) that are not paid when due shall be delinquent and subject to a fine of \$50.00 per occurrence.

Section 7a. In the event of a violation of any of the provisions of the Governing Documents, the Association shall have all rights and remedies provided by law, including without limitation (and such remedies shall be cumulative) the right to sue for damages, the right to impose a fine and/or suspension for non-compliance.

The foregoing addendum to the Covenants, Conditions, and Restrictions was adopted by SAGEFIELD, A Condominium Development, Inc. Homeowner's Association at the annual meeting on August 20, 2023.

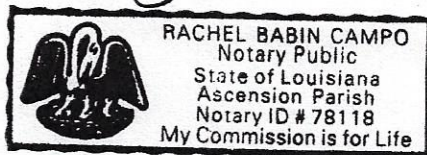
SAGEFIELD, A Condominium Development, Inc.



Kim Kaufman, President

Sworn to And subscribed Before me
This 14th day of September 2024





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**COTTAGE STYLE
CONDOMINIUMS**

**2023 Second
Addendum to
Covenants, Conditions
& Restrictions**

ADDENDUM TO COVENANTS, CONDITIONS & RESTRICTIONS
FOR
SAGEFIELD, A Condominium Development, OWNERS ASSOCIATION, INC.

Purpose: The purpose of this addendum is to add, modify or clarify the following rules:

ARTICLE III – BOARD MEMBERS

Section 1. The Board shall consist of at least 3 officers (President, Secretary, Treasurer) but can also have a Vice-President. Non-officer positions may also serve on the board. The Secretary and the Treasurer must be two (2) separate positions. All HOA board members must permanently reside in the community.

ARTICLE VI – OPERATION OF THE PROPERTY

Section 5. As more fully provided in the Declaration, each Member is obligated to pay the Association Monthly Dues, Assessments, and Special Assessments, as defined in the Declaration. Any dues or assessments (including but not limited to Special Individual Assessments) that are not paid when due shall be delinquent and subject to a fine of \$50.00 per occurrence. The \$50 penalty will continue to accrue on a monthly basis, or any portion thereof, until such dues and fees are current and paid in full.

Section 5a. When the accrued debt exceeds \$2,400.00, the Association shall be authorized to file a lien and initiate judicial processes on behalf of the members of the Association.

Section 5b. A \$50 NSF charge will accrue on returned checks. When an NSF check is returned, dues payments will only be accepted on a bank-certified check or a money order for the full amount of dues plus the NSF charge.

Section 7a. In the event of a violation of any of the provisions of the Governing Documents, the Association shall have all rights and remedies provided by law, including without limitation (and such remedies shall be cumulative) the right to sue for damages, the right to impose a fine and/or suspension for non-compliance.

ARTICLE X – UNIT USE and OWNERSHIP

Section 1. No illegal, criminal, noxious, or offensive activities shall occur in any unit or elsewhere on the property, nor shall anything be done therein or thereon which, in the judgment of the Board, constitutes a nuisance, causes unreasonable noise or interference with other occupant's use of their units and the common areas. Stereos, radios, or televisions are not to be played loud enough at any time to disturb any neighboring resident.

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Section 2. No personal property, furniture, appliances, etc. are allowed to be stored anywhere outside of the units. The HOA is not responsible for any damage caused to any unit or person by such items.

Section 3. On or after September 1, 2023, no person shall own more than one (1) unit at any one time and the unit must be homeowner-occupied. No corporation, partnership, or other entity may purchase units as investment property. Units that have been homeowner-occupied may be rented upon board approval, depending upon loan and insurance limitations.

Section 4. Owners of rented units are responsible for ensuring that their tenants have a copy of the HOA rules; any violation of the rules will result in fines that the homeowner must pay.

Section 5. Each individual owner is responsible for their own termite and pest protection. If an owner's unit has termites and affects any other unit, that owner is financially responsible for the damage to the other units. The HOA is not responsible for any termite damage.

Section 6. Pets are restricted to common household pets, defined as cats, dogs, fish, birds, hamsters, and gerbils. Farm animals, such as chickens, are not allowed. All pets are to be kept indoors. Owners may not leave their pets on the patios or fenced-in areas for extended periods of time.

Section 7. Unit owners are allowed to install security cameras if they do not face the door or window of another unit.

Section 8. Satellite dishes must be installed on the roof or stairs of a unit; they may not be installed on the grass which is a common area owned by all owners. The HOA is not responsible for any structural damage caused by the mounting of satellite dishes.

The foregoing addendum to the Covenants, Conditions, and Restrictions was adopted by SAGEFIELD, A Condominium Development, Inc. Homeowner's Association at the annual meeting on August 20, 2023.

SAGEFIELD, A Condominium Development, Inc.

Kim Kaufman, President

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Sagefield

**COTTAGE STYLE
CONDOMINIUMS**

**By-Laws of
The Association**

EXHIBIT C
BYLAWS
OF

SAGEFIELD, A Condominium Development, OWNERS ASSOCIATION, INC.

ARTICLE I

Adoption of Bylaws

Section 1. Condominium Regime. Ascension Properties, Inc. having submitted the property described in the CONDOMINIUM DECLARATION OF SAGEFIELD, A Condominium Development (hereinafter referred to as the "Declaration") to the provisions of the Louisiana Condominium Act, LSA-R. S. 9:1121.101 et seq., has thereby established on the property a condominium regime known as SAGEFIELD, A Condominium Development (hereinafter referred to as the "Condominium"). SAGEFIELD, A Condominium Development, submits these bylaws in compliance with the Louisiana Condominium Act and the Declaration of Condominium.

Section 2. Bylaw Applicability. The provisions of these bylaws are applicable to the entirety of the Condominium property.

Section 3. Personal Application. If present or future owners, tenants or their employees, or any other person that might use the facilities of the Condominium in any manner, are subject to the regulations set forth in these bylaws and to the rules and regulations established and promulgated by the Association of Unit Owners pursuant to these bylaws and the Declaration.

The mere acquisition or rental of any of the units of the Condominium or the mere act of occupancy of any of said units will signify that the Bylaws and the provisions of the Regulatory Agreements are accepted, ratified and will be complied with.

ARTICLE II

Sagefield, A Condominium Development, Owner's Association, Inc.

Section 1. Association of Unit Owners. This Association shall be comprised exclusively of record Unit Owners, with each Unit Owner entitled to one vote. In the event that a unit has more than one owner, each co-owner shall be entitled to vote that fractional portion of said vote which corresponds to his interest in the ownership of such unit. Declarant, as defined in the Declaration, shall remain a member of the Association, entitle to vote the number of votes for each unit it owns, whether constructed or not, until such time as the unit is sold.

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Section 2. Purpose and Powers of the Association. The Association shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not by law or these bylaws prohibited. The Association, without limiting its rights to perform any lawful activities, may:

- (a) Exercise all of the powers and privileges and perform all of the duties and obligations of The Association as set forth in the Declaration;
- (b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration and the Bylaws; pay all expenses in connection therewith and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied against the property of the Association;
- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use or otherwise dispose of immovable or movable property in connection with the affairs of the Association;
- (d) Borrow money, and with the consent of at least 50% of the voting power of all its Members, mortgage, pledge, or assign any or all of its immovable or movable property as security for money borrowed or debts incurred.

In compliance with the obligations imposed upon the Association by the Louisiana Condominium Act, the Condominium Declaration and these Bylaws, the said Association shall be responsible for the following:

- (a) Care, upkeep and surveillance of the Condominium Property and the common elements and facilities and the limited common elements and facilities;
- (b) Collection of monthly assessments from the owners. Designation and dismissal of the personnel necessary for the maintenance of and operation of the Condominium Property, the common elements and facilities and the property, the limited common elements and facilities;
- (c) Bookkeeping with a detailed account, in chronological order, of the receipts and expenditures affecting the Condominium and its administration and specifying the maintenance and repair expenses of the common elements and any other vouchers accrediting the entries made thereupon, which book shall be available for examination by all the unit owners at convenient hours on working days that shall be set and announced for general knowledge;
- (d) Establishment of reserves to provide for maintenance, improvements, replacements, working capital, bad debts, obsolescence and other appropriate purposes;
- (e) Enforcement of the privilege on a condominium unit for unpaid sum for its share of common expenses and limited common expenses, together with legal interest thereon and reasonable attorney fees incurred incidental to collecting said sums. It shall be the policy of the Association to make demand upon the Unit Owner for any unpaid portion of the said assessed common expenses and limited common expenses and thereafter

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proceed by privilege and litigation if said amounts are not promptly paid. Pending collection of common expenses, the Association shall have the right to terminate supply water, utilities or other services paid for by the Association Dues or assessments therefore;

- (f) Preparing and submitting at its regular annual meetings a budget for its consideration and approval, which must be furnished to each Unit Owner thirty (30) days prior to said meeting;
- (g) Maintaining fire and extended coverage and other peril insurance upon the Common Elements of the Condominium Property in an amount equal to the maximum insurance replacement value thereof (exclusive of land, excavation, foundations and other normally excluded from property policies) as determined annually by the insurance company affording such coverage.
- (h) Maintaining comprehensive general liability insurance coverage, including medical payments insurance, as provided in the Declaration.

Section 3. Office. The office of the Association shall be located at 40514 Sage Field Ct, Gonzales, LA 70737.

ARTICLE III

Board of Directors

Section 1. Number and Qualification. The affairs of the Association shall be governed by the Board of Directors (Board) consisting of at least three (3) persons, all of whom shall be Unit Owners or represent Unit Owners, with proper documentation of authority to represent provided at the meeting. The owner of each unit (or owners collectively) shall be entitled to vote and elect the members of said Board, at the annual meeting of the Association.

Section 2. Power and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the condominium, which shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Condominium and Condominium property
- (b) Determination of the amounts required for operation, maintenance and other affairs of the Condominium;
- (c) Collection of the common assessments from the unit owners;
- (d) Employment and dismissal of the personnel, as necessary for the efficient maintenance and operation of the condominium;
- (e) Adoption and amendment of rules and regulations covering the details of the operation of the condominium;
- (f) Opening of bank accounts on behalf of the Association and designating the signatories required thereof;

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- (g) Obtaining insurance for the Condominium Property pursuant to the provisions of the Declaration and these Bylaws
- (h) Making repairs, additions and improvements to, or alterations to the Common Elements of the Condominium Property, in accordance with the provisions of the Declaration, after damage or destruction by fire, or other casualty, or as a result or condemnation or eminent domain proceedings;
- (i) Adopting and amending budgets for revenues, expenditures and reserves and make assessments for common expenses from Unit Owners;
- (j) Acquiring, holding, encumbering and conveying in its own name any right, title or interest to movable property;
- (k) Granting servitudes, leases, licenses and concessions, through or over the Common Elements;
- (l) Imposing charges for late payment of assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, bylaws and rules and regulations of the Association;
- (m) Imposing reasonable charges for the preparation and recordation of amendments to the declaration, resale certificates, or statements of unpaid assessments;
- (n) Providing for the Indemnification of its officers and executive board and maintain directors' and officers' liability insurance; and
- (o) Exercising any other power conferred by the Declaration or Bylaws.

Section 3. Election and Term of Office. The term of office of the members of the Board shall be fixed at one year. Successors shall be elected annually to serve for a term of one year.

Section 4. Removal of Members of the Board. At any meeting of the Members of the Association, any one or more of the members of the Board may be removed with or without cause by a vote of the majority of Unit Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

Section 5. Vacancies. Vacancies on the Board caused by any reason other than the removal by a vote of the Members, shall be filled by vote of a majority of the remaining members or the Board at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy and each person so elected shall be a member of the Board for the remainder of the term of the director so removed and until a successor shall be elected.

Section 6. Organization Meeting. The first meeting of the members of the Board following the annual meeting of the membership of the Association shall be held within ten (10) days thereafter, at such time and place as shall be convenient to the new members of the Board and shall be fixed by the members at the meeting and no further notice of such meeting is necessary if a majority of the Board shall be present.

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Section 7. Regular Meeting. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Board but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each member of the Board, by mail or telephone, at least three (3) business days prior to the day named for such meeting.

Section 8. Special Meetings. Special meetings of the Board may be called by the President on three (3) business days' notice to each member of the Board, given by mail or telephone, which notice shall state the time, place and purpose of the meeting.

Section 9. Quorum of Board. At all meetings of the Board a majority of the members thereof shall constitute a quorum for the transaction of business and the votes of a majority of the members of the Board at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting to a specific time. At any such adjourned meeting at which a quorum is present, any business, which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 10. Fidelity Bond. The Board may obtain adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premiums on such bonds shall constitute a common expense.

Section 11. Liability of the Board. The members of the Board shall not be liable to the Unit Owners for any mistake of judgment, ordinary negligence, or otherwise, except for their own individual willful misconduct of bad faith. The Unit Owners shall indemnify and hold harmless each member of the Board against all contractual liability to others arising out of the contract made by the Board on behalf of the Association unless any such contract shall have been made in gross negligence, fraud, bad faith or actions contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board or out of the indemnity in favor of the members of the Board shall be in proportion of his undivided share in the Common Expenses. Every agreement made by the Board on behalf of the Condominium shall provide that the members of the Board are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be in proportion of his undivided share in the Common Expenses.

ARTICLE IV

Membership Meetings

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Section 1. Annual Meetings. The annual Membership Meeting shall be held on the 1st day of September of each year, or within thirty (30) days thereafter, and written notice of the date, time and place of each annual meeting shall be mailed or delivered to the voting members not less than ten (10) days prior to the date fixed for said meeting. At such meetings the Board of Directors shall be designated by the Association Members

Section 2. Place of Meetings. Membership meetings shall be held at the clubhouse, or a place convenient to the owners as may be designated by the Board of Directors.

Section 3. Special Meetings. It shall be the duty of the President to call a special Membership Meeting if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Unit Owners owning a total of at least 50% in percentage of ownership. The notice of any special Meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. The Secretary shall mail or deliver to each Member a notice of each annual or special meeting of the Association or Unit Owners, at least ten (10) but not more than 30 days prior to such meeting, stating the purpose thereof as well as time and place where it is to be held. The mailing of a notice of meeting in the manner provided in the Section shall be considered service of notice, or as otherwise provided in the Declaration.

Section 5. Adjournment of Meeting. If any Membership Meeting cannot be held because a quorum consisting of a majority of Association members has not attended, a majority in percentage of ownership of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called, and at the that meeting, all members present shall constitute a quorum sufficient ot conduct the business of the Association.

Section 6. Order of Business. The order of business at all membership meetings shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of Board of Directors;
- (f) Reports of Committees;
- (g) Eleection of members of the Board of Directors (when so required)
- (h) Unfinished business; and
- (i) New business.

Section 7. Voting. The owner or owners of each Unit, or some person designated by such owner or owenrs to act as proxy on his or her behalf and who need not be an owner, shall be entitled to cast the votes appertaining to such unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary of the Association, and shall be revocable at

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any time by written notice to the Secretary by the owner or owners so designating. Each Unit Owner (including the Declarant and the Association, if the Declarant or the Association or its designee, shall then hold title to one or more units, whether constructed or not) shall be entitled to cast one vote for each unit owned by him at all meetings of the Unit Owners.

Section 8. Majority of Co-Owners. As used in these Bylaws, the term "Majority of Members" shall mean these Members having 50% or more of the total authorized votes of the Association Members.

Section 9. Quorum. Except as otherwise provided in the Bylaws, the Quorum shall consist of a majority of Association Members.

Section 10. Majority Vote. The vote of a majority of Members at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes.

ARTICLE V

Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Vice-President, the Secretary and the Treasurer, all of whom shall be elected by the Members. The Board may appoint other positions as in its judgment may be necessary.

Section 2. Election of Officers. Officers shall be elected at the annual meeting and shall hold office, at the pleasure of the Board.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor may be appointed at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Unit Owners and of the Board. He shall have all the general powers and duties which are incident of his office and shall perform all of the duties assigned by the Board. He shall also serve as agent for service of process.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board can appoint some other member to act in the place of the President on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be assigned to him by the Board or President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association of Unit Owners and of the Board. He shall be in charge of such books and papers as the Board may

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direct, shall give notice, in conformity with the Bylaws, of any and all meetings and shall also perform all other duties assigned to him by the Board.

Section 7. Treasurer. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for maintaining full and accurate financial records and books of account showing all receipts and disbursements, and for preparation of all required financial statements. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Board in such depositories as may from time to time be designated by the Board, and he shall, in general, perform all other duties assigned to him by the Board.

Section 8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Condominium shall be executed by any two (2) officers, the President, the Vice-President, the Secretary, or the Treasurer, of the Condominium, or by such other person or persons as may be designated by the Board.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE VI

Operation of the Property

Section 1. Determination of Common Expenses. The Association, through its Board of Directors, shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount to meet the Common Expenses of the Association, and allocate and assess such Common Expenses against the Unit Owners according to each owner's fraction of ownership. 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 Unit and the personal property or any other interest of the owner), assessments, insurance, including fire and other casualty and liability insurance for the Common Elements, cost of repair, reinstatements, rebuilding and replacement of the Condominium Buildings; yard, janitorial, and other similar services, wages, accounting and legal fees; upkeep of the exterior sidewalls of the Condominium Buildings; upkeep of all sidewalks, other passageways, and all other Common Elements of the Condominium Property appurtenant thereto or contained therein; and other necessary expenses of upkeep, maintenance, management and operation actually incurred on or for the Common Elements; and the reserves established to provide for maintenance, repair, reinstatement, rebuilding and replacement, working capital, obsolescence, and other appropriate purposes. Payments of Common Expenses shall be made to the Association and the Association shall transmit said payments to the third person entitled to said payments. The Association shall advise each Unit Owner in writing of the amount of Common Expenses payable by him and shall furnish copies of each budget on which such Common Expenses are based to all Unit Owners.

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Section 2. Water Charges and Sewer Rents. Water shall be supplied to all of the Units and the Common Elements through one or more building meters, and the Board shall pay, as a Common Expense, if applicable, all charges for water consumed on the Condominium Property, together with all related sewer rents arising therefrom promptly after the bills therefore are rendered. Each Unit Owner shall be responsible for his proportionate share of charges of water consumed and related sewer rents arising therefrom, including, but not limited to, all water necessary for the operation of the pool, clubhouse and maintenance of the landscaping.

Section 3. Gas and Electric. The bills for gas and electricity serving the Common Elements shall be paid by the Board as a common expense, including, but not limited to, all electricity necessary for the operation of the pool, clubhouse and entrance gate.

Section 4. Taxes and Assessments. Each Unit Owner shall be obligated to have the real property taxes for his condominium parcel assessed separately by the proper governmental authority and to pay all such real property taxes so determined directly to the proper governmental authority. The foregoing sentence shall apply to all types of taxes which now are or may hereafter be assessed separately by law on each Condominium Unit or the personal property or any other interest of the owner. Each owner shall be responsible for all taxes and assessments on his unit. Each owner shall be obligated to pay his proportionate share of any assessment by the Board for any portion of taxes or assessments, if any, assessed against the entire Condominium Property or any part of the Common Elements as a whole and not separately, such payment to be made as directed by the Board. If, in the opinion of the Board, any taxes or assessments may be a lien on the entire Condominium Property or any part of the Common Elements, the Board may pay such taxes or assessments and shall assess the same to the owners in their proportionate share. Such assessments by the Board shall be secured by a privilege on the Condominium Units.

Section 5. Payment of Common Expenses. All Unit Owners shall be obligated to pay the Common Expenses assessed by the Association pursuant to the provisions of the Declaration and these Bylaws at such time or times as the Association shall determine.

Section 6. Collection of Assessments. The Association shall assess Common Expenses against the owners from time to time and at least monthly and shall take prompt action to collect from an owner any Common Expenses which remain unpaid by him, as provide din the Declaration.

Section 7. Default in Payment of Common Expenses.

- (a) The Association shall have a lien on a Condominium Unit, as provided in LSA-RS:9:1123.115 and other provisions of the Louisiana Condominium Act and the Declaration, for all unpaid sums assessed by the Association for the unit's share of Common Expenses, plus reasonable attorney's fees and interest on the unpaid principal at the legal interest rate. The Association shall have the power to bid in the unit at foreclosure sale, and to hold, lease, mortgage and convey the unit. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien security the same. Reasonable attorney's fees and expenses in connection

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with the collection of the debt shall be paid by the owner against whom any action is brought.

- (b) In addition, the Board shall have the power, to the maximum extent permitted by law, to discontinue water service provided by the Association to any such delinquent Unit after not less than ten (10) days written notice, served by ordinary mail, in person, or posted to the front entrance of such unit. Water service shall remain interrupted until such time as the defaulting Unit owner pays in full all past due charges, assessments, late fees, interest, court fees and costs, penalties, and attorney's fees. It is not necessary that litigation have been instituted prior to the interruption of water service.
- (c) Where the mortgagee of the mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the mortgage or by acceptance of a deed in lieu of foreclosure, such acquirer of title, his successor and assigns, shall not be liable for the share of the Common Expenses chargeable to each unit which became due prior to the acquisition of title to such Unit by such acquirer, but such unpaid share of Common Expenses shall be deemed to be Common Expenses collectable from all of the Unit Owners, including such acquirer, his successors and assigns.

Section 8. Statement of Common Expenses. The Board shall promptly provide any Unit owner who makes a request in writing with a written statement of his unpaid Common Expenses.

Section 9. Abatement and Enjoining of Violation. The violation of any rule or regulation adopted by the board, or the breach of any Bylaw contained herein or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other right, set forth in these Bylaws:

- (a) To enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof and the Board shall not thereby be deemed guilty in any manner of trespass; or
- (b) To enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

Section 10. Additions, Alterations, or Improvements by Unit Owners. No Unit Owner shall make any structural addition in or to his Unit, without the prior written consent thereto of the Board of Directors and the Architectural Control Committee. The Board shall have the obligation to answer any written request by a Unit Owner for approval or a proposed structural addition within 30 days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any unit shall be executed by the Board. Neither the Board nor the Association shall be liable to any contractor, subcontractor or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with such addition, alteration or improvement.

No Unit Owner shall make any alteration, decoration, repair, replacement, change or paint, nor place any screen enclosures, jalousies or other enclosures on his Unit, the Common Elements,

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limited Common Elements or condominium buildings without prior written approval of the Board. However, nothing herein shall prohibit a Unit Owner from making any improvements or alterations to his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium, but no two or more units shall be combined without the prior written consent of the Board.

Section 11. Right of Access. A Unit Owner shall grant a right of access to his unit to any person authorized by the Board to make inspections; to correct any condition originating in his unit and threatening another unit or a common element, and to install, alter, or repair mechanical or electrical services in his unit or elsewhere in the buildings, and to correct any condition which violates the provisions of any mortgage covering another unit. Requests for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the Unit Owner. However, in case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Section 12. Rules of Conduct. Rules and regulations concerning the use of the units and the Common Elements may be promulgated and amended by the Board. Copies of such rules and regulations shall be furnished by the Board to each Unit Owner prior to their effective date.

ARTICLE VII

Common Properties

Section 1. Dedication and Transfer of Title. In consideration for the acceptance of the duties and obligations of the Association, which the Association does hereby accept by execution of these Restraints, the Declarant does hereby transfer, convey and deliver, without any warranty whatsoever (including warranty of title), but with full subrogation to all rights and actions of warranty the Developer may have, unto the Association, the Common Properties, to have and to hold the Common Properties and in full ownership forever, provided, however, that the Declarant specifically reserves all mineral rights, but no drilling or other mineral operations shall be conducted on the surface of the Common Properties.

Section 2. Owner's Servitudes of Enjoyment. Every Owner shall have a right and servitude of enjoyment in and to the Common Properties owned now, or in the future, by the Association and such servitude shall be appurtenant to and shall pass with title to every Unit, subject to the following provisions:

- (a) The right of the Association, in accordance with the Articles of Incorporation and Bylaws of the Association, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage the Common Properties or any portion thereof. In the event of a default under any such Mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to

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charge admission and other fees as a condition to continued enjoyment by the Owners, and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession such properties shall be returned to the Association and all rights of the Owners hereunder shall be fully restored;

- (b) The right of the Association to publish and enforce rules governing the use of the Common Properties;
- (c) The right of the Association, as provided by its Articles of Incorporation, and Bylaws, to suspend the enjoyment of any Owner for any period, during which any assessment remains unpaid;
- (d) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties from and against foreclosure;
- (e) The right of the Association to set and charge reasonable admission and other fees for the use of the Common Properties; and
- (f) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association, provided that no such dedication or transfer, determination as to purposes or as to conditions thereof, shall be effective unless an instrument signed by the Association has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 3. Use of Common Properties. The Common Properties are private property dedicated to the use of the Unit Owners. Motorcycles, motorbikes, trail bikes, off-road motorized vehicles of all sorts, and any other motorized vehicles are prohibited on the Common Properties except for maintenance purposes. Horseback riding is prohibited on the Common Properties. The discharge of firearms is prohibited on the entirety of the condominium property, including any and all Common Properties and inside individual units. Common Properties may not be used as a dumping place for grass clippings, limbs and other refuse.

Section 4. Use of the Detention Ponds. The following provisions are applicable to the detention ponds located within the Common Properties, in addition to the covenants and restrictions applicable to all Common Properties:

- (a) Boating and Swimming. No boats, canoes or other flotation devices are allowed on the detention ponds located within the Common Properties. No swimming shall be allowed in the detention ponds located within the Common Properties.
- (b) Discharge. Discharge of wastewater, heated water, chemicals, toxic materials, and anything other than clean surface water run-off into any pond is prohibited. Use of any pond as a heat exchanger for heating and air conditioning systems is prohibited.

Section 5. Disclaimer and Release of Liability. EACH OWNER, FOR HIMSELF OR HERSELF, ANY OCCUPANT OF SUCH UNIT OR ANY IMPROVEMENTS THERETO AND THE RESPECTIVE INVITEES,

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HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, BY ACCEPTANCE OF TITLE TO A UNIT, AND EACH MORTGAGEE, BY ACCEPTANCE OF A MORTGAGE ENCUMBERING ANY SUCH UNIT, FOR THEMSELVES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, DO HEREBY WAIVE ALL CLAIMS AGAINST AND RELEASE THE DECLARANT, THE DECLARANT COMMITTEE, THE HOMEOWNER COMMITTEE, THE ASSOCIATION, EACH OWNER, EACH FORMER OWNER OF A UNIT, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITY OF ANY NATURE, ARISING OUT OF OR ON ACCOUNT OF

- (a) ANY LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY, INCLUDING DEATH, AS A RESULT OF ANY ENTRY ONTO ANY OF THE COMMON PROPERTIES (INCLUDING ANY POND IN THE COMMON PROPERTIES) BY ANY OWNER, OCCUPANT, MORTGAGEE OR ANY OF THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS;
- (b) THE RISE AND FALL OF THE WATER LEVEL OF ANY POND IN THE COMMON PROPERTIES INCLUDING, WITHOUT LIMITATION, THE FLOW OF WATER ONTO AND OUT OF ANY SUCH POND WHICH COULD RESULT IN OR CAUSE DAMAGE, BY FLOODING OR OTHERWISE, TO ANY IMPROVEMENTS OR ANY OTHER PERSONAL PROPERTY SITUATED ON ANY PORTION OF THE PROPERTY OR ANY LOT OR WHICH WOULD RESULT IN OR CAUSE ANY IMPROVEMENTS SITUATED ON OR ADJACENT TO ANY SUCH POND TO BE UNUSABLE DUE TO LOW OR HIGH WATER LEVELS. FURTHERMORE, EACH OWNER, FOR HIMSELF OR HERSELF, ANY OCCUPANT OF SUCH UNIT OR ANY IMPROVEMENTS THERETO AND THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, DOES HEREBY ACKNOWLEDGE AND AGREE THAT
 - a. NEITHER THE DECLARANT, THE DECLARANT COMMITTEE, THE HOMEOWNER COMMITTEE, THE ASSOCIATION, ANY OWNER, ANY FORMER OWNER OF A UNIT, NOR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, SHALL PROVIDE ANY LIFEGUARD OR ANY OTHER ACTIVITIES ON OR ABOUT THE COMMON PROPERTIES (INCLUDING ANY POND INCLUDED IN THE COMMON PROPERTIES)
 - b. THE USE OF ANY OF THE COMMON PROPERTIES (INCLUDING ANY POND IN THE COMMON PROPERTIES) BY ANY OWNER OR OCCUPANT OR ANY OF THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, SHALL BE AT THE SOLE RISK AND EXPENSE OF THE PERSON OR ENTITY USING THE COMMON PROPERTIES AND
 - c. NEITHER THE DECLARANT, THE ASSOCIATION, THE DECLARANT COMMITTEE, THE HOMEOWNER COMMITTEE, ANY OWNER, ANY FORMER OWNER OF A UNIT, NOR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR ASSINGS, SHALL BE OBLIGATED TO TAKE ANY ACTION TO MAINTAIN A SPECIFIC WATER LEVEL FOR ANY POND IN THE COMMON PROPERTIES.

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ARTICLE VIII

Detention Ponds

Section 1. Servitudes. Declarant does not guarantee or warrant the depth of any of the detention ponds located on the property. Every Unit Owner shall have a non-exclusive right and servitude of enjoyment in and to the detention ponds, and such servitude shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

- (a) **Boating and Swimming.** No boats, canoes or other flotation devices are allowed on any private pond. No swimming shall be allowed in any pond.
- (b) **Shore and Piers.** No Owner may substantially change the contour of the shore of any pond on any Lot by dredging, cutting, or filling without the written approval of the Committee and the owners of the Units affected. Docks, piers, or other structures extending into any pond from Units are prohibited.
- (c) **Discharge.** Discharge of wastewater, heated water, chemicals, toxic materials, and anything other than clean surface water run-off into any pond is prohibited. Use of any pond as a heat exchanger for heating and air conditioning systems is prohibited.
- (d) **Rules and Regulations.** The owners of the Units may adopt and enforce rules governing the use of the pond.

Section 2. Assessments. Each Unit Owner, by recordation of an act transferring title of said Unit to said Owner, whether or not it shall be so expressed in any such act, shall be deemed to covenant and agree to pay the Association any approved pond assessments for the maintenance and improvement expenses of the pond. Such pond assessments shall be payable by the Unit Owners. Pond assessments shall be made in accordance with the provisions of Article IX of these Restrictions.

Section 3. Maintenance of Ponds. Each Unit Owner is subject to a maintenance servitude in favor of the Association pursuant to which the Association and its agents may use such portions of Units as are necessary to maintain the ponds, including, without limitation, all areas included in ponds. Subject to the obligation of the Unit Owners to approve and pay pond assessments as required in Article IX, the Association shall maintain and keep the ponds in good repair, provided, however, that the Association shall not be liable for injury or damage to any person or property:

- (a) Caused by the elements or by any Owner or any other person
- (b) Resulting from any rain or other surface water which may leak or flow from any portion of any pond, or
- (c) Caused by any pipe, drain, conduit, equipment, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair; nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of any pond. No diminution or abatement of any assessments shall be claimed or allowed by reason of

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- a. Any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under these Restrictions
- b. Inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association,
- c. Any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. The obligation to pay such assessments is a separate and independent covenant on the part of each Unit Owner. As stated in Article IX, pond maintenance and repair obligations of the Association are limited to expenditures of pond assessment proceeds. In the event pond assessments are not approved or funded, then indemnification provided for herein shall apply only when the Board approves such settlement and reimbursement as being for the Association's and the Committee's best interest. The above described right of indemnification shall not be exclusive of all other rights to which any officer or member of the Committee may be entitled, but shall be in addition to such other rights. The indemnification of the Committee provided herein is limited to the assets of the Association and no person or entity, solely by reason of membership in the Association shall have any liability pursuant to this Section.

ARTICLE IX

Maintenance Assessments

Section 1. Creation of Assessment. Each Unit Owner, by recordation of an act transferring title of said Unit to said Owner, whether or not it shall be so expressed in any such act, shall be deemed to covenant and agree to pay the Association:

- (a) Monthly assessments or charges, and
- (b) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided, and
- (c) Pond assessments

The monthly, special and pond assessments shall include such interest thereon and costs of collection thereof as hereinafter provided. The obligation to pay each such assessment, together with the interest thereon, and costs of collection thereof as hereinafter provided, shall be both a real obligation associated with each Unit and also a personal obligation of the Owner of each Unit at the time when the assessment fell due.

Section 2. Purpose of Assessment. Any proceeds from assessments levied by the Association shall be used exclusively for the purposes of fulfilling obligations of the Association and promoting the recreation, health, safety and welfare of the residents of the property and any other property whose restrictions are administered and enforced by the Association and to provide servitudes

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and facilities devoted to such purposes and related to the use and enjoyment of the Common Properties. Assessment proceeds shall be used by the Association to pay taxes and insurance on the Common Properties and for repairs and additions to, and replacement of, the Common Properties and improvements located thereon or used in connection therewith, and for the cost of services, labor, equipment, materials, management and supervision incurred in connection with the Common Properties in any way connected with the fulfillment of the purposes set forth above. The proceeds of pond assessments shall be used exclusively for the maintenance and repair of the specific ponds for which the assessments are levied.

Section 3. Initial and Monthly Assessment. Upon the conveyance of a lot from Ascension Properties, Inc. to a third party, or at the commencement of construction of a proposed unit by Ascension Properties, Inc., for the sole purpose of these Restrictions, the Owner of each Unit shall pay to the Association an initial monthly assessment equal to \$150.00 per month, to be pro-rated at the time of closing from the date of closing to the first day of the following month (the "Initial Assessment"). Until the calendar year beginning 2008, the regular monthly assessment (for months other than the month in which the Initial Assessment is due and payable) shall be \$150.00 per Unit. For the calendar year beginning January 1, 2008, and the calendar years thereafter, the monthly assessment may be increased or decreased at a uniform rate by a vote of the members of the Association, as hereinafter provided, or as determined by Declarant if the management of the condominium and the Association has not yet been turned over to the Unit Owners. Any change shall fix the monthly assessment amount for the following years until again changed.

Section 4. Special Assessments. In addition to the monthly assessments authorized by Section 3 hereof, the Association, or the Declarant if the management of the condominium and the Association has not yet been turned over to the Unit Owners, may levy in any calendar year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a designated capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto or for the fulfillment of any other obligation incurred by the Association. Any such assessment shall have the approval of two-thirds of the votes of the members of the Association (by Unit) who are voting in person or by proxy at a meeting duly called for the purpose, written notice of which shall be sent to all members of the Association at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Pond Assessments. In addition to the initial Assessments and monthly assessments authorized by Section 3 hereof and the special assessments authorized by Section 4, the Association, or the Declarant if the management of the condominium and the Association has not yet been turned over to the Unit Owners, may levy pond assessments, against the Unit Owners for the purpose of defraying, in whole or in part, the cost of any maintenance or repair to any assessed pond located within the Property. Unless otherwise agreed by all of the Unit Owners, each pond assessment will be divided equally among all Unit Owners. Any such pond assessment shall have the approval of two-thirds of the votes of the Unit Owners (by Unit) voting in person

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or by proxy at a meeting, duly called for the purpose, written notice of which shall be sent to all Unit Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting. In the event pond assessments are not approved, the obligation of the Association to maintain any pond under these Restrictions shall be limited to the use of such funds as the Common Expense allows.

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