

*Sagefield*  
COTTAGE STYLE  
CONDOMINIUMS

Condominium  
Declaration

CONDOMINIUM DECLARATION OF

SAGEFIELD, A Condominium Development

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

INSTRUMENT # 00663399  
FILED AND RECORDED  
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BE IT KNOWN, that on this 21st day of March, 2007,

BEFORE ME, the undersigned authority, personally came and appeared:

ASCENSION PROPERTIES, INC., a Louisiana corporation domiciled in the Parish of Ascension, Louisiana, represented herein by Chris M. Ingram, President, duly authorized, (hereinafter called "Declarant"), whose mailing address is declared to be 15153 Highway 44, Suite A, Gonzales, LA 70737;

who declared that the purpose of this declaration is to submit the land herein described and the improvements constructed thereon to the condominium form of ownership and use; to avail themselves of the provisions of the Louisiana Condominium Act (LSA-R.S. 9:1121. 101 et seq.) and to establish this declaration of condominium pursuant to the provisions as follows:

I.

Submission to Condominium Regime.<sup>1</sup> Declarant desires to establish a condominium regime and hereby submit the following described property to the condominium form of ownership, to-wit:

One (1) certain tract or parcel of land, together with all the buildings and improvements thereon, situated in the Parish of Ascension, State of Louisiana, being more particularly described as TRACT B-2-A-1 according to a map prepared by McLin & Associates, Inc., dated March 9, 2005, a copy of which is attached hereto and made a part hereof, located in Section 5, T9S, R3E, being a resubdivision of the following described properties, to-wit:

Item I:

A certain tract or parcel of land situated in the Northwest Quarter and the Southeast Quarter of Section 5, Township 9 South, Range 3 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, together with all buildings and improvements thereon, and being more fully described as TRACT B-3 containing 2.00 acres of land according to a plan of survey prepared

<sup>1</sup> The property described herein is submitted in its entirety but is subject to change with the approval of the Declarant once construction on the condominium buildings actually begins. Amendments to these Declarations will take place in accordance herewith.

by W. J. Cointment, Jr., Registered Land Surveyor, said survey dated July 26, 1999 and being recorded in the official records of Ascension as COB 6522, File No. 444186 on August 9, 1999. Said tract of land having such measurements and dimensions and being subject to such servitudes as shown on the official map described herein; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property. Subject to all previously recorded building restrictions, servitudes, building setback lines; and oil, gas and mineral reservations, conveyances, servitudes and leases of record.

Item II:

A certain lot or parcel of land, together with all buildings and improvements thereon, situated in the Parish of Ascension, State of Louisiana, and being a portion of the North Half of the Southeast Quarter of Section 5, Township 9 South, Range 3 East, East of the Mississippi River, Ascension Parish, Louisiana, as TRACT OS-1 and being more fully described on a map entitled "Map Showing the Resubdivision of a 4.569 acre Tract Creating Tracts OS-1 & OS-2, Located in Section 5, T-9-S, R-3-E, S.E.L.D., East of the Mississippi River, Ascension Parish, Louisiana for Onekeo Soukridhy" prepared by R. L. Bennett, Engineer & Surveyor, Inc., and recorded on July 9, 2002, in the official records of the Parish of Ascension in File No. 519470.

Item III:

One certain lot or parcel of ground, together with all buildings and improvements thereon, situated in Section 5, T9S, R3E, Parish of Ascension, State of Louisiana, and being designated on the official map entitled "Map Showing Resubdivision of Tract B-2 of the Lisa Landry Quaid Property into Tract B-2-A & B-2-B located in Section 5, T9S, R3E, Ascension Parish, Louisiana for Ascension Properties, Inc." prepared by McLin & Associates, Inc. and on file and of record in the office of the Clerk and Recorder for said Parish and State in File No. 596885, as TRACT B-2-A, said subdivision, said lot having such measurements and restrictions as shown on map.

Said Tract B-2-A-I having such measurements and dimensions and being subject to such servitudes and building setback lines as shown on the above-referenced map.

LESS AND EXCEPT: That property shown as "Office Building" and "Daycare Center", along with all designated common areas thereto belonging; all as more particularly designated on the attached Exhibit "A".

II.

Name. The condominium shall be known as "SAGEFIELD, A Condominium Development," (hereinafter referred to as the "Condominium").

III.

**Definitions.** Unless it is plainly evident from the context that a different meaning is intended as used herein, and in the Bylaws, the terms used in this document shall have the meaning ascribed to them by LSA-R.S. 9:1121.103.

IV.

**Improvements.** The proposed improvements on the above described property include fifty-eight (58) residential buildings, patios, concrete drives, parking, concrete walkways, optional wood fences attached to a particular unit<sup>2</sup>, stairways, balconies, porches, optional open carports under one roof and landscape features, the location of which are shown on the site plans attached hereto and made a part hereof as Exhibit "A". The location of utilities are as shown on Exhibit "A."

V.

**Units.**

- A. There shall be one hundred sixteen (116) residential units in the condominium. The units are designated by the number of the unit, with each building containing units "A" and "B" (downstairs being Unit A and upstairs being Unit B). The location and number of the units are as shown on Exhibit "A". The residential units shall be built in seven (7) phases. Phase I shall be Buildings 27-35; Phase II shall be Buildings 18 through 26; Phase III shall be Buildings 36 through 44; Phase IV shall be Buildings 45 through 53; Phase V shall be Buildings 55 through 58; and Phase VI shall be units 1 through 7; and Phase VII shall be Buildings 8 through 17.
- B. Declarant may construct or allow to be constructed, any building, in any phase, at any time. This right shall be the exclusive right of Declarant, at his sole and uncontrolled discretion.
- C. The limits of ownership of the units are measured as follows:  
Each unit owner shall own all of the space enclosed and bounded by the perimeter walls, the concrete slab flooring and the roof. The studs and exterior of all perimeter walls, and the studs of all common walls are not included within the unit, and are Limited Common Elements. The wallboard or sheetrock attached to such perimeter and common walls are part of the unit and everything within the boundaries of the perimeter and common walls, concrete

<sup>2</sup> There shall be no perimeter fence of any type surrounding the property submitted to the condominium regime herein. Wood fences are optional for individual units—where such fences may be feasible and attached to a particular unit—but only at the cost of the unit owner.

slab floor, and roof, are part of the unit, including all floors, ceilings, partition walls, all structural components, rafters, and floor joints and attic spaces. All pipes, wires, conduits, ducts, flues and public utility lines located within the above description of a unit are a part of that unit, unless they serve two or more units or the Common Elements.

It is understood that those elements of the condominium property serving exclusively a unit or units, including (except for the wall board within a unit) the perimeter walls of a unit and common walls between units, the roof, windows, doors, exterior stairways, porches, decks, patios, balconies, and such other portions of the common elements as the Board of Directors may specifically assign to a unit such as parking spaces, and rubbish collections areas. All electrical fixtures attached to the exterior walls of a unit and the glass and screens of the exterior windows and doors of a unit are part of the limited common elements.

- D. All plans by unit owners to alter, add to, improve, finish or refinish a unit and/or the doors and windows of a unit as well as the erection, placement, size and design of signs, and the exterior facing of any blinds or draperies must be approved by the Architectural Review Committee, which shall consist of exclusively of Chris Ingram or his designee, until such time as he decides to relinquish control of said committee to the unit owners association, in their discretion prior to the commencement of construction. Any plans to change the roof framing must be reviewed by a licensed civil engineer and approved by the Architectural Review Committee (as defined hereinabove) in their discretion prior to such change being affected. It is intended that the buildings will be built per the elevations as shown on Exhibit "B", but the individual interior floor plans may vary subject to the approval of the Architectural Review Committee.

## VI.

Common elements. The common elements consist of the portion of the condominium property not a part of the limits of ownership of the individual units, including, but not limited to the landscaped entrance and gate, private road, parking area, detention ponds, pool, workout facility, and park area (containing approximately 1.5 acres), all as more particularly described according to Exhibit "A", a copy of which is attached hereto for identification herewith. Declarant shall complete all common elements prior to the commencement of construction of a unit with the exception of the

pool and workout facility. Declarant shall escrow the sum of \$30,000.00 for completion of the pool, fence and landscape; and the sum of \$50,000.00 for completion of the workout facility. This escrow shall be maintained in an account designated by Declarant until such time as forty (40) condominium units have been completed and sold to purchasers. When the closings on the forty (40) condominium units have been completed, Declarant will complete the pool, fence, landscape and workout facility in accordance with the plans attached hereto within six (6) months from the date of the closing of the 40<sup>th</sup> unit, using the funds held in the escrow account. Any additional amount needed for the completion of the pool, fence, landscape and workout facility shall be the responsibility of the Declarant. Any surplus in the escrow account, including accumulated interest, shall be refunded to Declarant.

## VII.

**Limited common elements.** Limited common elements consist of those common elements reserved for the use of a certain unit or of certain units in the condominium, and include patios, walkways, stairways, balconies, porches, decks, open carports, breezeways, optional wooden fences and storage areas.

## VIII.

**Use of condominium property.** In order to provide for congenial occupancy of the condominium property and for the protection of the values of the unit, the use of the condominium property shall be subject to the following limitations:

1. The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of units.
2. No nuisances shall be allowed on the condominium property nor shall any use or practice be allowed which is a source of annoyance to its owners or which interferes with peaceful possession or proper use of the condominium property by its owners. However, Declarant or any builder shall be allowed to construct a unit or any of the common elements seven days a week from 7:00 a.m. until 7:00 p.m.
3. No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be complied with.
4. A unit owner shall not place any objects in the common areas.
5. A unit owner shall not do anything that would jeopardize the soundness

or safety of the condominium property, reduce its value or impair any servitude in its favor.

6. No barbecuing or other outside cooking shall be permitted on any condominium units with covered porches.

#### IX.

**Collection of Assessments/Monthly Dues.** If a Unit Owner is in default in payment of monthly dues or special assessments for a period of thirty days (30), then in that event the Board of Directors shall further charge such Unit Owner a reasonable amount, not to exceed fifty dollars (\$50.00) per month for each such monthly dues payment or special assessment delinquent until all such fees and assessments are paid in full. Any such delinquent and unpaid assessments and monthly dues or fees shall further become a privilege or charging lien against the interest of any such Unit Owner, and the Board may bring suit on behalf of the Association to foreclose any such lien and/or collect such amounts due, plus all interest, expenses of the suit and reasonable attorney fees to the maximum extent permitted by law.

In addition, the Board of Directors 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.

#### X.

**Conversion Period.** This is the period of time during which the Declarant is selling the Units to builders and purchasers, which shall extend from the date of this Declaration until such time as the Declarant transfers title to all of the Units in the property, but not to exceed the date that is the tenth (10<sup>th</sup>) anniversary date of this Declaration. During this conversion period, Declarant shall retain full control over the management and affairs of the Condominium Property and the Association and shall have full authority, without joinder or consent of any other party, to change, modify or rescind any provisions of the Declaration and Bylaws of the Association. Declarant may, in his sole discretion, turn over the management of the Condominium Property and the Association to the Unit Owners prior to the expiration of the Conversion Period.

**Association of unit owners.** At the end of the Conversion Period and as more fully set forth in the Bylaws (which are annexed hereto and made part hereof as Exhibit "C"), the unit owners are to manage and regulate the condominium through SAGEFIELD, A Condominium Development, OWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association").



XI.

Voting. The owner(s) of each unit shall be entitled to one (1) vote per unit at all meetings of the unit owners. Declarant shall be entitled to one (1) vote per unit or proposed unit (being a total of two (2) votes per building or proposed building), whether constructed or not, at all meetings of the unit owners.

XII.

Fraction of ownership. Each unit shall have a fraction of ownership as follows:

2 Bedroom Units	.875%
3 Bedroom Units	.859%

The fraction of ownership of each unit shows the undivided share of that unit in the common elements which are a component part of that unit, and represent the fraction of interest that each unit shares in the common expenses and common surplus of the condominium.

XIII.

Maintenance and repair.

- A. All maintenance of and repairs to any unit (other than maintenance of and repairs to any common elements contained therein not necessitated by the negligence, misuse, or neglect of the owner of such unit) shall be made by the owner of such unit. The owner of each unit shall be responsible for all damages to any other unit and to the common elements resulting from his failure to effect such maintenance and repairs.
- B. All maintenance, repair, and replacement to the limited common elements shall be borne on a pro-rata basis by the units which are served by the limited common elements to be maintained, repaired, or replaced.
- C. All maintenance, repairs, and replacement to the other common elements, whether located inside or outside of the units (unless necessitated by the negligence, misuse, or neglect of title owner of a unit in which case such expenses shall be charged to the Owner of that unit) shall be made by the Association and be charged to all the unit owners as a common expense. However, the Declarant shall assume this responsibility until May 1, 2008. At the end of this time, the Association shall assume the responsibility of the maintenance of the all common areas to be paid from the monthly assessments collected from the Unit Owners.



- D. The fraction of ownership of the common elements represents the fraction of obligation that each unit shares in the common expenses.

XIV.

**Insurance.** Commencing not later than the time of the first conveyance of a unit to a person other than Declarant or a licensed Contractor, the Association shall maintain insurance, to the extent reasonably available, which shall be carried upon the Property or any Common Elements and shall be governed by the following provision:

- A. **Authority to Purchase.** Except Builder Risk and other required insurance furnished in connection with any period of construction, all insurance policies upon the property (except as hereinafter allowed) shall be purchased by the Association for the benefit of the Unit Owners and their respective mortgages as their interests may appear and shall provide for the issuance of certificates or insurance mortgage endorsements to the holder of first mortgages on the units or any of them; all policies of insurance must provide that the insurer waive its rights of subrogation as to any claims against unit owners, members of their household, the Association and their respective servants, agents and guests. Such policies and endorsements shall be deposited with the Insurance Trustee who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.
- B. **Unit Owners.** Each Unit Owner may obtain insurance, at his own expense, affording coverage upon his Unit, personal property and other contents within such Unit and for his personal liability and as may be required by law, but all such insurance shall contain the same waiver of subrogation referred to and required herein. Each Unit Owner shall furnish a copy of his policy of insurance to the Association.
- C. **Coverage.**

(1) **Casualty.** The Building(s) and all their insurance improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurance replacement value thereof (exclusive of land, excavation, foundations and other items normally excluded from property policies) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:

- (i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement;

- (ii) loss or damage by flood or other rising water to the fullest extent such coverage can be reasonably obtained; and
- (iii) such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the Building(s), including but not limited to, vandalism, malicious mischief, windstorm and other damage.

- (2) Comprehensive general liability insurance, including medical payments insurance in an amount determined by the Board, but not less than \$1,000,000.00 covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements;
- (3) Workmen's Compensation policy to meet the requirements of law;
- (4) All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner;
- (5) If, at the time of a loss under a policy, there is other insurance in the name of a Unit Owner covering the same property covered by a policy procured by the Association, the Association's policy must be primary insurance, not contributing with the other insurance.

D. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the Owners as Common Expenses.

E. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgages as their respective interests may appear and shall provide that all proceeds as payable as a result of casualty losses shall be paid to a place designated by the Association as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the Unit Owners and their respective mortgages, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

- (1) Common Elements. Proceeds on account of damage to Common Elements:

For each Unit Owner and his mortgagee, if any, in the amount of the percentage interests of each such Owner as set forth in Section XI above.

- (2) Units. Proceeds on account of Units shall be held in the following undivided shares:

- (i) Partial destruction when the Building(s) destroyed or damaged is to be restored: For the owners of damaged units in proportion to the cost of repairing the damage suffered by each damaged Unit. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate portions as aforesaid, and each Unit Owner shall be bound by and the Insurance Trustee may rely upon such certification.

- (ii) Total destruction of all of the Buildings where the Buildings will not be restored: For each Unit Owner and his mortgagee, if any, in the amount of the Percentage Interests of each such Owner as set forth in Section XI above.

- (3) Mortgagees. In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear. All such insurance policies required hereunder must provide that same may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Unit Owner and each mortgagee to whom certificates of insurance have been issued.

F. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the affected Unit Owners after first paying or making provision for the payment of the expense of the Insurance Trustee in the following manner:

- (1) Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the affected Owners, all remittances to Unit Owners and their mortgagees being

payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by him.

(2) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the affected Owners with remittances to Unit Owners and their mortgages being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(3) Certificate. In making distribution to Unit Owners and their mortgages, the Insurance Trustee may rely upon a certificate of the Association as to the names of the Unit Owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

G. The Association shall not be responsible for obtaining insurance on any additions, alterations, or improvements made by any Unit Owner to his Unit, unless and until such Unit Owner shall request the Association in writing to do so, and shall make arrangements satisfactory to the Association to reimburse the Association for any additional premiums attributable thereto; and upon the failure of such Unit Owner so to do, the Association shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

#### H. Reconstruction or Repair of Casualty Damage.

(1) Any portion of the Common Elements or any other portion of the Property damaged or destroyed shall be repaired or replaced promptly by the Association unless this Declaration is terminated; repair or replacement would be illegal under any state or local health or safety statute or ordinance; or the damage or destruction affects all of the Buildings and 80%, or such other percentage provided in the declaration, of the Unit Owners vote not to rebuild, with the votes of such Owners tallied based upon the ownership percentage interest in the common elements.

(2) The cost of repair and replacement in excess of insurance proceeds is a common expense.

(3) All reconstruction or repair shall be substantially in accordance with the original plans and specifications for the buildings and other improvements damaged.

- (4) Encroachment upon or in favor of Units which may be created as a result of such reconstruction shall not constitute a claim or basis of a proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the building was originally constructed. Such encroachments shall be allowed to continue in existing for so long as the building stands.
- (5) Certificate. The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.
- (6) If the entire Condominium is not repaired to replaced:
- i. the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the building;
  - ii. the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Unit Owners of those units and the Unit Owners to which those limited common elements were assigned; and
  - iii. the remainder of the proceeds shall be distributed to all the Unit Owners in the proportion to the respective percentage interest. If the Unit Owners vote not to rebuild any Unit, that Unit's entire common element interest, votes in the Association and the Common Expense liability shall be automatically reallocated to the remaining Units upon the vote as if the unit had been condemned under Section 1121.107, in proportion to their respective remaining percentage interests in common elements, voting power and common expense liabilities immediately prior to the damage and destruction and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation. Notwithstanding the provisions of this subsection, Section 1122.120 governs the distribution of insurance proceeds if the condominium is terminated.

(7) Responsibility. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner, under the supervision of the Association, shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be the sole responsibility of the Association.

- (i) Estimate of costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Association desires.
- (ii) Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including aforesaid fees and premiums, if any) Assessments shall be made against the Unit Owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If at any time during the reconstruction and repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against the Unit Owners who own the damaged property in sufficient amounts to provide for the payment of such costs.
- (iii) Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from Assessments against Unit Owners, shall be disbursed in payment of such cost in the following manner:
  - (a) Association. If the amount of the estimated costs of reconstruction and repair exceeds the total of the annual

assessments for common expenses made during the year in which the casualty occurred, then the sums paid upon Assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such Assessments and disburse the same in payment of the costs of reconstruction and repair.

- (b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of Assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owner: To such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the Unit Owner may direct, or if there is a mortgagee endorsement, then to such payees as the Unit Owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the Unit Owner to make such reconstruction or repair.

(2) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair is less than the total of the annual



Assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

- (3) Association - major damage. If the amount of the estimated costs of reconstruction and repair of the Building or other improvement is more than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the Association and upon approval of a qualified architect employed by the Association to supervise the work.
- (4) Surplus. It shall be presumed that the first money disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the Unit Owners and their mortgages who are the beneficial owners of the construction fund for such damage.

(5) When the damage is to both common elements and units, the insurance proceeds shall be applied first to the costs of repairing the common elements and the balance to the units in the shares above stated.

(8) Insurance Adjustments. Each Unit Owner shall be deemed to have delegated to the Board his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the damage is restricted to one Unit, subject to the rights of mortgages of such Unit Owners.

(9) Release of Claims. Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, the Declarant, the manager and managing agent of the Building(s), if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, to the extent that such damage is caused by a casualty for which insurance coverage is provided.

I. If the insurance described in Subsection A above is not maintained, the Insurance Trustee promptly shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners. The declaration may require the Association to carry any other insurance, and the Association in any event may carry any other insurance it deems appropriate to protect the Association or the Unit Owners.

J. Insurance policies carried pursuant to Subsection A above must provide that:

(1) Each Unit Owner is an insured person under the policy with respect to liability arising out of his ownership of an individual interest in the common elements or membership in the Association.

(2) The insurer waives its right to subrogation under the policy against any Unit Owner of the condominium or members of his household.

(3) No act or omission by any Unit Owner, unless acting

within the scope of this authority on behalf of the Association, will void the policy or be a condition to recovery under the policy, and

XV.

Ownership. Ownership of a unit includes the following:

1. An undivided fractional interest in the common elements.
2. The exclusive right to use certain limited common elements as provided in this Declaration.
3. An obligation to pay a portion of the common expenses of the Association.
4. An undivided share in common surplus.
5. All rights, privileges and obligations of membership in the Association.
6. The right to use one parking space per bedroom in the unit (i.e., two bedroom units will be allowed two parking spaces and three bedroom units will be allowed three parking spaces). One of the allocated parking spaces may be covered if the unit owner purchases the cover for the parking space from Declarant or a licensed contractor, and the covered parking space will be installed by Declarant or the contractor during the construction of the unit. The locations of the parking spaces are designated by the attached Exhibit "A".
7. An undivided fractional interest in any other assets of the condominium.

XVI.

Improvements.

- A. If approved by a vote of fifty percent (50%) or more, of the total authorized votes for all units, the Association may make an improvement to the common elements. The costs of such improvements shall be borne by all of the owners on a pro-rata basis.
- B. If approved by a vote of fifty percent (50%) or more of the total authorized votes for all units, the Association may make an improvement to the common elements and assess the costs thereof to all unit owners as a

common expense. If the improvement shall cost in excess of ten percent (10%) of the then appraised value of the condominium property, the costs maybe assessed to all unit owners as a common expense, only on the affirmative vote of not less than fifty percent (50%) of the total authorized votes for all units.

#### XVII.

**Encroachments.** If any portion of the common elements shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common elements or limited common elements as a result of settling or shifting of a building, a valid servitude for the encroachment and for its maintenance shall exist as long as the building stands. In the event a building, a unit, any adjoining unit, or any adjoining common element shall be partially or totally destroyed as a result of fire or other casualty or as a result of a condemnation or eminent domain proceeding, and then rebuilt, any resulting encroachment of a part of the common element upon any unit or of any unit upon any other unit or upon any part of the common element shall be permitted, and a valid servitude for such encroachment and for its maintenance shall exist so long as the building stands.

#### XVIII.

**Unit subject to declaration bylaws, rules and regulations.** The administration of the condominium shall be governed by this Declaration, the By-laws attached hereto, incorporated herein and recorded herewith, and rules and regulations adopted pursuant thereto. All present and future owners, mortgagees, lessees, and occupants of units and their employees and any other person who may use the facilities of the condominium in any manner shall be subject to, and shall comply with the provisions of this Declaration, the Bylaws, and the rules and regulations, as these instruments may be amended from time to time. The purchase of a unit, or the mortgaging of a unit, or the entering into of a lease, or the entering into occupancy of a unit shall constitute an acceptance of the provisions of such instruments as they may be amended from time to time, by such owners, lessees, mortgagees, or occupants. The provisions contained in such instruments shall bind any person having at any time any interest in such unit, as though such provisions were recited and fully stipulated in each sale, mortgage, or lease thereof.

#### XIX.

**No partition of units.** No residential unit as described in this Declaration shall be subdivided or partitioned.

#### XX.

**Amendment of Declaration.** The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, approved by a majority of the Unit Owners, and certified by the secretary of the Board; provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by

said secretary certifying to such mailing is a part of said instrument. However, so long as Declarant owns any unit (whether constructed or not), he shall have the authority, without the joinder or consent of any other party, including specifically, but not by way of limitation, a Unit Owner or mortgagee of a Unit, to make any amendment of this Declaration consistent with the Act. The change, modification or rescission, shall be effective upon recordation of such instrument with the office of the Clerk of Court for the Parish of Ascension; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

The notice of such a special meeting must be mailed to all unit owners at least ten (10) days prior to the scheduled date for the meeting and the notice must set forth the proposed amendment. No such amendment shall be effective until recorded in the office of the Clerk of Court for the Parish of Ascension, State of Louisiana, in accordance with LA R.S. 9:1122.119. If the unit owners mailing address is different from the unit itself, it is the obligation of the unit owner to notify the Board of such address. Otherwise, mailing to a unit itself or posting of the notice on the door of the unit shall constitute sufficient notice. Presence of all unit owners or proxies on behalf of unit owners at an association meeting shall constitute evidence of sufficient notice in accordance herewith.

#### XXI.

**Invalidity.** The invalidity of any part of this Declaration shall not affect in any manner the validity or enforceability of the remainder of this Declaration, and the other provisions of this Declaration shall continue in effect as if such invalid provision had never been included herein.

#### XXII.

**Waiver.** No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of the violations which may occur.

THUS DONE AND SIGNED on the day, month and year first above written, in the presence of the undersigned Notary and competent witnesses in the City of Baton Rouge, State of Louisiana.

WITNESSES:

Carrie L. Coxe  
Carrie L. Coxe

ASCENSION PROPERTIES, INC.

By: Chris M. Ingram  
Chris M. Ingram, President

Debbie Ross  
Debbie Ross

John M. Castille II  
NOTARY PUBLIC

JOHN M. CASTILLE II / NO. 22987  
NOTARY PUBLIC  
STATE OF LOUISIANA  
MY COMMISSION IS FOR LIFE

