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**Condominium Declaration**

**333 Lofts at East Boyd Condominiums**

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## **LIST OF EXHIBITS TO CONDOMINIUM DECLARATION**

- |                  |                                  |
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| <b>Exhibit A</b> | <b>Property Description</b>      |
| <b>Exhibit B</b> | <b>Articles of Incorporation</b> |
| <b>Exhibit C</b> | <b>By-Laws</b>                   |
| <b>Exhibit D</b> | <b>Building Plan</b>             |
| <b>Exhibit E</b> | <b>Ownership Interests</b>       |
| <b>Exhibit F</b> | <b>Lease Form</b>                |
| <b>Exhibit G</b> | <b>Designated Parking Spaces</b> |
| <b>Exhibit H</b> | <b>Additional Property</b>       |



State of Louisiana  
Parish of East Baton Rouge

**CONDOMINIUM DECLARATION  
333 LOFTS AT EAST BOYD CONDOMINIUMS**

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

**333 Lofts at East Boyd LLC**, a Louisiana limited liability company, represented herein by its Manager, Brian Dantin, whose mailing address is 7915 Wrenwood, Suite A, Baton Rouge, Louisiana 70809 and whose federal taxpayer identification number is XX-XXX9638;

as Declarant, which does declare that, availing itself of the provisions of the Louisiana Condominium Act (hereinafter the "**Act**", namely La. R. S. 9:1121.101 et seq.), it hereby submits the immovable property hereinafter described to the regime of this condominium declaration and does, further, as owner, assume the ownership of each of the condominium units with associated condominium parcels (as hereinafter defined) together with all rights and privileges incident to same.

**1. NAME:**

The name by which the condominium regime established hereby shall be identified is **333 Lofts at East Boyd Condominiums** (hereinafter the "**Condominium**"). 333 Lofts at East Boyd LLC does hereby submit the immovable property described on Exhibit "A" to this Declaration ("**Condominium Property**") to a condominium regime, which property shall hereafter be subject to this Declaration.

**2. DEFINITIONS:**

The terms used herein, in the Articles of Incorporation and in the By-Laws shall have the meaning stated in the Louisiana Condominium Act and unless the context otherwise requires, the following capitalized terms shall be defined as follows:

**2.01 Act** means the Louisiana Condominium Act, La. R.S. 9:1121.101 et seq.

**2.02 Additional Property** means the property described on Exhibit "H".

**2.03 Assessment** means an Owner's share of the amount required for the payment of Common Expenses and Limited Common Expenses and which is further defined and governed by Section 8. The term includes regular Assessments, Special Assessments and Reimbursement Assessments.

**2.04 Association** means "333 Lofts at East Boyd Condominium Association, Inc.," a Louisiana non-profit corporation established by the Articles of Incorporation, a copy of which is attached as Exhibit "B", whose membership shall consist exclusively of Owners, and which shall administer, manage, regulate and operate the Condominium Property, and which is further defined and governed by Section 7.

**2.05 Board of Directors** shall mean the Board of Directors of the Association.

**2.06 Building** means the buildings situated upon the Condominium Property, together with all additions made thereto.

**2.07 Building Plan** means collectively, the plats, elevations and floor plans, attached hereto as Exhibit "D."

**2.08 By-Laws** means the By-Laws of the Association, a copy of which is attached as Exhibit "C." which shall govern the Association and the Condominium.

**2.09 Common Elements** means those portions of the Condominium Property, whether movable or immovable, and which are available for common use by Owners, and which are further defined and governed by Section 5. Common Elements include but are not limited to:

- a. The land, fences (including structural components thereof), landscaping, sprinkler systems, planters, planting areas, mailboxes, pool and other areas for common use;
- b. Those exterior stairwells, corridors, hallways, gate access control systems, or portions thereof;
- d. All foundations and structural components of any improvements constituting a portion of the Condominium Property (including, without limitation, exterior walls, walls dividing Units, columns, beams, brackets, bridging; structural steel plates and connectors, floor plates and roofs), gutters and downspouts and railings;
- e. All water, sanitary sewer, electric power, natural gas (if any), heating, ventilation, air conditioning, telecommunications and cable television accessories, including outside amp meter, main breakers whether inside or outside of a Unit, pipes, ducts, conduits, wiring, panels, lines, electrical drop circuits, plumbing risers, fiber optic wiring and other associated equipment, except to the extent any of the foregoing (i) is located entirely within a Unit or serves such Unit exclusively, (ii) is owned by any third party and leased to Declarant, the Association, or is the property of an Owner, or (iii) is comprised of electrical branch circuits, plumbing branches or plumbing branch lines;
- f. The parking areas, walkways and driveways which are not publicly dedicated or assigned to specific Units as Limited Common Elements; and
- g. Any other portion of the Condominium Property not located in, or forming any part of, any of the Units, and either (i) desirably or rationally of common use or benefit, or (ii) necessary to the existence, maintenance, safety and security of the Condominium created by this Condominium Declaration.

**2.10 Common Expenses** means the expenses of administration, maintenance, repair and replacement of the Common Elements as declared in the provisions of the Act, as provided herein and in the By-Laws, or as agreed upon as Common Expenses by the Owners, or which may be imposed against the Condominium as a whole by public and quasi-public authorities having jurisdiction and power to impose such charges, and which are further defined and governed by Section 8; provided, however, that no portion of the expenses of maintenance, repair and replacement of the drywall, wood trim or non-demising partitions within Units or within individual dwelling spaces shall be a Common Expense.

**2.11 Condominium** means the property regime herein established pursuant to and in accordance with the Act.

**2.12 Condominium Documents** mean this Condominium Declaration and Exhibits attached hereto.

**2.13 Condominium Unit** means a Unit, together with the undivided interest in the Common Elements and Limited Common Elements which constitute inseparable component parts of such Unit in accordance with the provisions of the Act, this Declaration, and the By-Laws. This definition shall in no way serve to limit any Owner's Ownership Interest where references herein to a Unit or Units include all appurtenant rights.

**2.14 Condominium Property** means all of the interests in the immovable property described in Exhibit "A", the improvements thereon and the component parts thereof, and all servitudes and other rights attaching to the Condominium Property. In the event the Additional Property is included by an amendment to this Condominium Declaration, the term Condominium Property shall include the Additional Property that is added.

**2.15 Control Transfer Date** means the date the Declarant will deliver control of the Association to the Owners in accordance with Section 15.09.

**2.16 Declarant** means 333 Lofts at East Boyd LLC, its successors and assigns.

**2.17 Declaration** means this original Declaration, together with any subsequent amendments.

**2.18 Eligible Mortgage Holder** means a Mortgage Holder that has submitted a written request for the Association to notify them of any proposed action requiring the consent of a specified percentage of such Mortgage Holders. Any voting rights granted in this Declaration to Eligible Mortgage Holders shall permit one vote per mortgage owned.

**2.19 Limited Common Elements** means those Common Elements reserved in the Building Plan and/or in this Declaration or subsequently established, subject to the exclusive use of one or more, but not all, Units which are further defined and governed by Section 5. Limited Common Elements include, but are not limited to:

- a. All water, sanitary sewer, electric power, natural gas (if any), heating, ventilation, air conditioning, telecommunications and cable television accessories, pipes, ducts, conduits, wiring, panels, lines, electrical drop circuits, plumbing risers, fiber optic wiring and other associated equipment lying outside the boundaries of any specific Unit or Units

but reserved for the exclusive use and benefit of one or more, but less than all, of the Units;

- b. Any balconies, attics, patios (including the condensing unit yards where applicable), and exterior structures reserved for exclusive use of a specific Unit;
- c. Exterior stairs and exterior landing adjacent to or serving specific Units (but specifically excluding stairs and landings located with Units);
- d. Any portions of perimeter walls (including, to the extent applicable, demising walls between individual Units), floors, and ceilings, doors, hardware, vestibules, windows, and entry ways and all associated fixtures and structures lying outside the boundaries of any specific Unit or Units but reserved for the exclusive use and benefit of one or more, but less than all, of the Units; and
- e. Parking spaces assigned to specific Unit as detailed on Exhibit G.

Limited Common Elements specifically exclude any water, sanitary sewer, electric power, natural gas (if any), heating, ventilation, air conditioning, telecommunications and cable television accessories, pipes, ducts, conduits, wiring, panels, lines, electrical drop circuits, plumbing risers, fiber optic wiring and other associated equipment owned by any third party and leased to Declarant or the Association, or which is the property of an Owner.

**2.20 Limited Common Expenses** means the expenses of administration, maintenance, repair and replacement of the Limited Common Elements as declared in the provisions of the Act, as provided herein and in the By-Laws, or as agreed upon as Limited Common Expenses by the Owners and which are further defined and governed by Section 8.

**2.21 Managing Agent** means any person, partnership, corporation, association or other entity engaged by the Association for the purpose of managing the administration, maintenance, operation, repair, replacement, sale or lease of all or any portion of the Condominium Property, but shall not include real estate brokers engaged exclusively to assist in the sale and promotion of the Units.

**2.22 Material Modifications** has the meaning ascribed to it in Section 15.01.

**2.23 Mortgagee** means any agency of a state or federal government, financial institution, corporation, trust, individual, or other entity which owns or holds a mortgage or security interest encumbering a Unit or Common Elements or Limited Common Elements.

**2.24 Mortgage Holder** is the Mortgagee holding a security interest encumbering a Unit, whose interest is a first and prior security interest.

**2.25 Owner** means the Owner(s) of record title to a Unit.

**2.26 Ownership Interest** means each Owner's undivided percentage ownership of and right to the use and enjoyment of the Common Elements and those Limited Common Elements appertaining to such Unit, obligation to pay that portion of the Common Expenses, and those Limited Common Expenses allocated to his Unit; undivided percentage interest in the

Surplus allocated to his Unit; and his rights, privileges, and obligations as an Owner, all as described elsewhere in this Declaration and in Exhibit "E".

**2.27 Reimbursement Assessment** shall have the meaning ascribed to it in Section 8.07.

**2.28 Replacement Reserve Fund** shall have the meaning ascribed to it in Section 8.17.

**2.29 Rules and Regulations** means those administrative rules and regulations promulgated by the Association in accordance with the By-Laws.

**2.30 Special Assessment** shall have the meaning ascribed to it in Section 8.06.

**2.31 Square Footage Allocation** means the number of square feet allocated to a Unit on Exhibit "E".

**2.32 Surplus** means that monetary amount in the fund for Common Expenses and Limited Common Expenses which at the end of the Association's fiscal year exceeds one hundred ten percent (110%) of the amount required to pay Common Expenses or Limited Common Expenses and exceeds amounts necessary to maintain required reserves.

**2.33 Unit** shall mean those parts of the Condominium Property intended for use and occupancy which are subject to individual ownership, and whose boundaries are described in the Building Plan. The Units are more specifically described in Article 4 hereinafter. A Unit shall also include such accessory rights and obligations as are hereinafter stipulated. The definition of Unit shall not be deemed to include any structural components of the Buildings.

**2.34 Working Capital Reserve Fund** shall have the meaning ascribed to it in Section 8.17

### **3. SERVITUDES**

**3.01 Reciprocal Servitudes.** The following irrevocable servitudes, whether a predial servitude or a servitude by destination, are hereby granted by each Owner, in favor of (i) the Association and its agents for maintenance, repair and replacement of the Common Elements, Limited Common Elements, and Units; (ii) the Declarant and its agents for maintenance, repair and replacement of the Common Elements, Limited Common Elements, and Units; and (iii) other Owners and their agents, for the following purposes:

- a. Maintenance, Repair and Replacement. Servitudes of right of access through the Common Elements, Limited Common Elements and Units, to the extent required for maintenance, repair and replacement of Units, however, such access and use shall be limited to reasonable hours and as may be further provided in the Condominium Documents, except that access may be had at any time in case of emergency or where repairs are necessary to prevent damage to the Common Elements, Limited Common Elements or another Unit or Units.
- b. Structural Support. A servitude over any portion of a Unit which contributes to the structural support of the Buildings, which servitude of

structural support shall prohibit any Owner from performing any work or doing anything which would impair such servitudes.

- c. **Right of Use.** Each Owner shall have the nonexclusive right to use the Common Elements together with other Owners. An Owner shall have the right to use the Limited Common Elements appurtenant to his Unit, for the purpose and manner for which they are intended, such use permitting maximum enjoyment and privacy of the Owners. Each Owner's right of use shall include a right of access, ingress, and egress and shall be in conjunction with the use, occupancy, and enjoyment of a Unit by the Owner, together with all Unit occupants and the Owner's lessee, employees, agents, and guests. This nonexclusive right of use is subject to and in accordance with the provisions of the Act, other applicable laws, this Declaration, the Articles of Incorporation, the By-Laws, and the Rules and Regulations. No use thereof may restrict, interfere with, or impede the use thereof by any other Owner, provided the Association may restrict the use of an Owner who is in default under this Declaration, is delinquent in paying Assessments, or who violates the Rules and Regulations. Each Owner, and each successor Owner, shall have an unrestricted right of access to and from his Unit, and such right shall exist until this Condominium regime is terminated.

**3.02 Term.** The servitudes established in Section 3.01 above shall continue in perpetuity.

**3.03 Power of Association and Declarant.** Declarant and the Association reserve the right from time to time to create servitudes in, around, under, and across the Condominium Property as may be necessary, required or appropriate in order to provide utilities, water, sewerage service, electricity, gas, cable television, telecommunications, telephone, and similar service, without the necessity of concurrence from any Owner or Mortgagee of any Unit. The Association is also authorized to execute servitude agreements with suppliers of utility services, which servitude agreements shall contain such terms as the Association, in its sole discretion, deems necessary or appropriate. The Declarant may execute such agreements on behalf of the Association, without the necessity of concurrence from the Association at any time prior to the Control Transfer Date. The Association will agree to release and hold the Declarant free and harmless and indemnify the Declarant from any obligation that the Declarant has (i) assumed for the benefit of the Association; (ii) guaranteed for the benefit of the Association or (iii) entered into for the benefit of the Association.

The Declarant, prior to the Control Transfer Date, and thereafter, the Association, is authorized to accept the benefit of any servitudes on behalf of the Owners, and in connection therewith, to execute servitude agreements containing such terms as the Association, acting through its Board of Directors, in its sole discretion, deems necessary or appropriate.

**3.04 Agreements by Declarant.** Nothing in this Declaration shall impair the right of the Declarant to enter into agreements granting servitudes or rights of use throughout the Condominium Property to third parties, all of which are hereby acknowledged and affirmed.

**3.05 Construction Servitude Reserved by Declarant.** Declarant does hereby reserve for the benefit of itself and its successors and assigns in ownership of such tract and

for the benefit of the owner(s) of the Additional Property, an unobstructed temporary construction servitude for (i) the free and uninterrupted delivery of materials and performance of labor related directly or indirectly to the construction of improvements on the Condominium Property or the Additional Property; and (ii) the operation of construction cranes and other equipment over the Condominium Property and improvements located thereon in compliance with industry standards, applicable building codes, laws, ordinances, regulations and permits. The servitude is temporary and will cease and terminate immediately upon completion of construction of all improvements on the Condominium Property and Additional Property following the issuance of all certificates of occupancy by the City/Parish of East Baton Rouge for the use of such improvements, but in no event beyond seven (7) years from the date hereof. This reservation of temporary servitude is not intended to interfere with the use and enjoyment of the Condominium Property by the Owners and the Owners shall not materially interfere with or cause delay in the use of the servitude by the beneficiaries thereof.

**3.06 Roof Servitude Reserved by Declarant.** Declarant hereby reserves to itself, any and all income producing uses of the roof of the Buildings. Accordingly, there is hereby granted to the Declarant an exclusive servitude and right of use on, through, over and across the roof of the Buildings for the placement, installation, operation, maintenance and repair of cellular towers, satellite dishes, and similar devices which may be located on the roof from time to time by Declarant, or its assigns. Declarant agrees that it will be responsible for any liability or damage occurring as a result of the exercise of this servitude.

#### **4. UNIT DESIGNATION, BOUNDARIES, OWNERSHIP:**

**4.01 Unit Designation.** Each Unit is identified by a specific numerical designation set forth in the Building Plan. Such designation shall be exclusively reserved to identify and distinguish each Unit from any other Unit or part of the Condominium Property, and shall, together with the name of the Condominium, constitute a full legal description of the Unit.

**4.02 Unit Description and Boundaries.** Each Unit shall be bounded horizontally and vertically as shown and described on the Building Plan, subject to such servitudes and encroachments as are contained in the specific Building, whether such servitudes and encroachments exist now or are created by virtue of this Declaration, by construction, settlement, or movement of such Building or by permissible repairs, construction, or alterations. In the event of conflict between the Building Plan and the description of a Unit set forth in this Declaration, the Building Plan shall control. In the event the actual horizontal and vertical boundaries and measurements of any Unit, as built, differ from that shown on the Building Plan, Declarant shall file an amendment to this Declaration containing a revised Building Plan indicating the actual horizontal and vertical boundaries and measurements of such Unit.

**4.03 Servitudes due to Adjustments.** If the construction, reconstruction, repair, shifting, settlement, or other movement of any portion of the improvements results either in the Common Elements encroaching on any Unit, or in any Unit encroaching on the Common Elements or on another Unit, there shall be deemed to exist a valid servitude for both the encroachment and its maintenance as long as the physical boundaries of the Units after the construction, reconstruction, repairs, etc. are in substantial accord with the description of those boundaries as they appear in the Declaration. The servitude shall extend for the entire period over which the encroachment exists.

**4.04 Interest in Common Elements.** Ownership of a Unit also includes an undivided Ownership Interest in the Common Elements and Limited Common Elements in the

percentages set forth in Exhibit "E", together with all appurtenant rights associated with the Unit. Ownership further includes obligations with respect to the Common Elements and Limited Common Elements, in such percentages, together with all appurtenant obligations.

**4.05 Inseparability of Ownership Interest.** The ownership of each Unit shall not be conveyed, transferred, encumbered, or otherwise affected separate from the Ownership Interest appertaining to such Unit. Should the legal description in the instrument conveying, transferring, encumbering, or otherwise affecting a Unit refer only to the Unit itself, and not expressly mention appurtenant rights and obligations, an Owner's sale of his Unit shall include the sale of: (i) the undivided interest in the Common Elements and Limited Common Elements appurtenant thereto; (ii) the interest of the Owner in any Units acquired by the Board of Directors, or its designee, on behalf of the Association, or the proceeds of the sale or lease thereof, if any; (iii) the interest of the Owner in any other assets of the Condominium (exclusive of another Unit owned by such Owner); (iv) the Owner's membership in the Association; (v) the Owner's obligation for Assessments then due and/or accrued but not yet levied; and (vi) any other rights and obligations included within his Ownership Interest.

## **5. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS:**

**5.01 Common Elements Defined.** The Common Elements consist of those items described in Section 2.10.

**5.02 Limited Common Elements Defined.** Limited Common Elements consist of those items described in Section 2.20.

**5.03 No Partition.** In order to effectuate the intent hereof and to preserve the Condominium and the condominium ownership regime, the Common Elements and the Limited Common Elements shall remain undivided and no person, regardless of the nature of his interest therein, shall bring any action or proceeding for partition or division of the Common Elements and Limited Common Elements or any part thereof until the termination of the Condominium in accordance herewith or until the Condominium Property is no longer tenable, whichever first occurs. In any event, 100% of the Mortgagees must be paid in full, or the affirmative vote of Owners representing at least eighty percent (80%) of the total allocated votes in the Association, and the affirmative vote of at least sixty-seven percent (67%) of Eligible Mortgage Holders must be obtained, prior to bringing an action for partition.

**5.04 Nonexclusive Right of Uses.** Each Owner shall have such nonexclusive rights of use as is granted in Section 3.01 and elsewhere in this Declaration.

**5.05 Use of Common Elements.** The Association shall have the authority to rent, lease, license, grant concessions, and grant servitudes with respect to parts of the Common Elements not otherwise reserved by Declarant, subject to the provisions of the Act, this Declaration, the By-Laws and the Rules and Regulations. All income derived by the Association from any such transactions shall be held for the benefit of the Owners pursuant to the Rules and Regulations and the By-Laws.

**5.06 Amendment of Ownership Interest.** Except as provided in Section 15 of this Declaration with respect to the rights of Declarant, the Ownership Interests established hereby shall not be changed except with the consent of the required percentage of Owners and Eligible Mortgage Holders necessary for a Material Modification as defined in Section 15.01, expressed in an amendment to this Declaration recorded in the official records of East Baton



Rouge Parish, Louisiana. Notwithstanding the foregoing, in the event of a casualty or expropriation, Sections 9 and 11, respectively, shall govern.

**6. MAINTENANCE OF UNIT: APPROVAL COMMITTEE:**

**6.01 Approval Committee.** The Board of Directors may establish an Approval Committee, consisting of three (3) members, who shall be Owners, appointed by the Board of Directors, each to serve for a term of one (1) year, in order to assure that the Condominium Property shall always be maintained in a manner: (i) providing for visual harmony and abundance of repair; (ii) avoiding activities deleterious to the aesthetic or property values of the Condominium Property; (iii) furthering the comfort of the Owners, their guests and tenants; and (iv) promoting the general welfare of the Condominium Property. If no separate Approval Committee is established, the Board of Directors shall serve as the Approval Committee. The Approval Committee shall have such additional duties, power and authority as the Board of Directors may from time to time provide by resolution adopted by a majority of the Board of Directors. The Board of Directors may relieve the Approval of any of its duties, powers and authority either generally or on a case by case basis, during which time the functions of the Approval shall be carried out by the Board of Directors.

**6.02 Owner Subject to Rights and Duties.** Each Owner shall be subject to all the rights and duties assigned to Owners under this Declaration. The Association shall have the authority to seek legal enforcement of all provisions of the Declaration, including, but not limited to, the right to seek enforcement by specific performance. All Owners acquiring a Unit hereby consent to the remedy of specific performance if such remedy is asserted by the Association. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an Ownership Interest in the Common Elements or Limited Common Elements will be void unless the Unit to which that interest is allocated is also transferred. An Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any occupant of his Unit, or of his employees, agents, lessees and invitees, but only to the extent that such expense is not met by the proceeds of insurance carried and collected by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a Unit.

**6.03 Restricted Access.** Each Owner has an unrestricted right of ingress and egress to his Unit. This right shall be perpetual so that it passes with the Unit as transfers of ownership of the Unit occur. Notwithstanding the foregoing, the Association shall have the right to restrict access to the Condominium Property to Owners and their guest(s) possessing security access codes. Restricted access may be accomplished by a mechanical device, such as a gate, or by personnel. Owners possessing two-thirds (2/3) of the voting power present at a meeting of the Association at which a quorum is present shall have the right to change the method of access.

**6.04 Right of Entry.** Each Owner will permit access by the Association to maintain or to perform emergency repairs to the Condominium Property. The Board of Directors shall maintain possession of a master key for each Unit. No Owner shall be permitted to change the locks on his Unit; only the Association shall have this right.

**6.05 Right of Owners to Enforce.** Each Owner has the right, individually or in conjunction with other Owners, to file legal action against the Association to force the Association to enforce the Declaration. In addition, each Owner has a right of action against other Owners who fail to comply with the Declaration or the decisions of the Association.

**6.06 Responsibility of Owners.** Each Owner shall maintain, repair and replace at his own cost and expense all portions of his Unit requiring maintenance, repair and replacement so as to maintain the Unit as near as possible to its condition when new and first ready for occupancy. Each Owner shall be responsible for all space and improvements between the horizontal and vertical boundaries of his Unit as shown on the Building Plan, including all fixtures, improvements and alterations located within a Unit or part of a Unit, and appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security and housekeeping, less such items that are Common Elements or Limited Common Elements. The alteration of such interior partitions, ceiling, and floors of the Unit by Owners shall be subject to the restrictions contained in this Declaration. Each Unit shall also include, and the Owner of such Unit shall be responsible for, all electrical, water, sanitary sewer, natural gas (if any), telephone, intercom, ventilation, telecommunication, cable television and other utility and service equipment which: (a) are not owned by third parties; (b) serve the particular Unit exclusively; (c) are not Common Elements or Limited Common Elements; and (d) are not part of the mechanical system of the Building. As an example of the foregoing concept, by way of illustration and not by way of limitation, if a sink within a particular Unit is clogged, it is the Owner's responsibility to repair it to the extent the obstruction is located within the Unit; conversely, if the problem regarding the sink is caused by the plumbing system serving some or all of the Units, and is beyond the boundaries of the Owner's Unit, the responsibility to repair would be that of the Association. This illustration and allocation of responsibility does not and will not relieve an Owner of liability for negligent conduct. Each Owner shall also maintain, repair and replace at his own cost and expense the air conditioning and heating units serving his Unit, including those portions of the heating and air conditioning system located on the exterior of Units, the roofs, the condenser unit yards, or on Limited Common Elements.

**6.07 Clearing of Debris.**

In no event shall an Owner permit damaged property to stand within the Unit and shall expeditiously clear the Condominium Unit of all damage, trash and debris. In the event that the Owner fails to do so, the Association may, after five (5) calendar days after the delivery of written demand to the Owner, cause the Condominium Unit to be cleared and shall have the power to assess and collect from the Owner a Special Assessment to cover the cost and expense of so doing. Collection of this Special Assessment shall entitle the Association to attorneys' fees and to a lien and privilege as provided in Section 8.

**7. THE ASSOCIATION:**

**7.01 Membership In Association.** Each Owner shall be a member of the Association, the membership of which shall at all times consist exclusively of Owners. Unit ownership shall entitle the Owner(s) to vote at all meetings of the Association, as provided herein. The aggregate number of votes for all members shall be 100 and shall be divided among the respective Owners in accordance with their Ownership Interest as set forth in Exhibit "E" hereto. A copy of the Association's Articles of Incorporation is attached as Exhibit "B". A copy of the By-Laws is attached as Exhibit "C".

**7.02. Rights, Duties and Obligations of Association.** Notwithstanding any provision of the Act, this Declaration or the By-Laws to the contrary, the Association shall have the following rights, obligations and duties:

- a. The right of entry on any Unit to perform emergency repairs or to do other work necessary for the maintenance of the Condominium Property and for pest control.
- b. The obligation and duty to establish and maintain an adequate reserve fund for the replacement of improvements to the Common Elements and those Limited Common Elements that it is obligated to maintain, as described more fully in Section 8.17.
- c. The obligation and duty to maintain hazard and flood insurance on the Common Elements and Limited Common Elements (if necessary), liability insurance, worker's compensation insurance, and fidelity insurance coverages that are consistent with Federal National Mortgage Association and the United States Department of Housing and Urban Development requirements.
- d. The right of action against Owners and a direct right against tenants or other occupants who fail to comply with the provisions of this Declaration, the Articles of Incorporation, the By-Laws or Rules and Regulations or the decisions made by the Association.
- e. The right to use summary abatement injunctions, temporary injunctions or similar means to enforce restrictions against the Condominium Property.
- f. The obligation and duty to maintain a copy of the Declaration (as amended and restated from time to time), the Articles of Incorporation, By-Laws or Rules and Regulations and other rules concerning the Condominium Property, as well as its own documents, books, records and financial statements and to make such documents, books, records and financial statements available for inspection during normal business hours by Owners or by Mortgage Holders, insurers, and guarantors of first mortgages that are secured by Units. Audited financial statements, if requested, shall be completed within one hundred twenty (120) days after the end of the Association's fiscal year.
- g. The obligation and duty to maintain, repair and replace, when necessary, the Common Elements and Limited Common Elements.

**7.03 Administration by Association.** As more fully set forth in its Articles of Incorporation, the By-Laws and the Rules and Regulations, the Condominium Property shall be administered, managed and operated by the Association whose powers shall include the following:

- a. To adopt and amend By-Laws, Rules and Regulations;
- b. To adopt and amend budgets for revenues, expenditures, and reserves;

- c. To levy and collect Assessments, Special Assessments (as defined in Section 8.06) and Reimbursement Assessments (as defined in Section 8.07) when necessary, from the Owners for Common Expenses and Limited Common Expenses or for other purposes as stated herein and to utilize the proceeds of Assessments, Special Assessments and Reimbursement Assessments in the exercise of its powers and duties;
- d. To contract for the management of the Condominium and to delegate powers and duties to management entities, employees, agents, consultants, and independent contractors provided, however, that any such contract shall provide that it can be terminated without the payment of damages upon the Association giving the management company, agent or consultants no more than ninety (90) days notice of its intent to terminate the contract;
- e. To institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two (2) or more Owners on matters affecting the Condominium;
- f. To make contracts and to incur debt and liabilities;
- g. To regulate the administration, use, maintenance, repair, replacement and modification of the Condominium Property;
- h. To cause additional improvements to be made to the Common Elements and Limited Common Elements;
- i. To acquire, hold, encumber, mortgage, pledge, pawn, hypothecate, sell, assign, transfer, alienate, convey and deliver in its own name any right, title or interest in and to immovable property, (and the component parts thereof), and/or personal or mixed property, provided, however, the Association shall have obtained the consent of sixty-seven percent (67%) of the voting power of the Association;
- j. To grant servitudes, easements, leases, licenses and concessions as permitted elsewhere in this Declaration;
- k. To impose charges for late payment of Assessments and to levy reasonable fines against Owners, tenants or other occupants for violation of this Declaration, to approve the lease agreement for a Unit, the By-Laws, or the Rules and Regulations;
- l. To impose and collect reasonable charges for the preparation and recordation of amendments to this Declaration, plans, plats and resale certificates required by law or statements of unpaid Assessments;
- m. To engage and pay for the services of professionals such as architects, engineers, surveyors, planners, accountants, auditors and attorneys;

- n. To exercise any other rights and powers conferred upon it from time to time herein and/or in the By-Laws;
- o. To exercise all other rights and powers that may be exercised in Louisiana by non-profit corporations;
- p. To generally exercise any and all other powers necessary and proper for the governance and operation of the Association and the Condominium;
- q. To provide for the indemnification of its officers, Board of Directors, employees and agents and to maintain liability insurance relative to any indemnification undertaking; and
- r. To establish a **“Working Capital Reserve Fund”** to meet unforeseen expenditures or to purchase any additional equipment or services, as more fully described in Section 8.17.

**7.04 Termination of Membership.** Membership in the Association shall automatically terminate (i) upon the conveyance or transfer of an Owner's interest to a new Owner, and the new Owner shall simultaneously succeed to the former Owner's membership and (ii) upon conditions set forth in Sections 9 and 11 of this Declaration. An Owner's membership interest cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his Unit. If there are multiple Owners of a Unit, membership in the Association shall be in accordance with their respective percentage ownership in the Unit. Any person or entity holding an interest in a Unit as security for the performance of an obligation shall not be a member of the Association.

**7.05 No Personal Liability.** Notwithstanding any duty to maintain and repair parts of the Condominium Property, the Association, its officers, directors, committee members and other agents shall not be personally liable for any injury or damage. There shall be no personal liability on the part of the Association caused by any latent condition of the Condominium Property maintained and repaired, nor for any injury or damage caused by, in or on the Common Elements or Limited Common Elements or other Owners or persons. The Association shall be responsible for the cost of maintenance and repair of Common Elements.

**7.06 Electrical and Other Utility Services.** Utilities shall be provided to the Condominium Property through public or private utility companies. Utility companies shall have the right to utilize the servitudes granted directly to the utility company. Water, sewer, electricity, gas, phone, cable and internet shall, to the extent applicable, be supplied by the utility company serving the area directly to each Unit. The Association reserves the right to bill the Owners for these utilities as a Common Expense to the extent those services are not individually metered by the provider to the Units. The Association intends to install separate meters for each Unit and, in such event, each Owner shall be required to pay the bills for utilities consumed or used in his Unit directly to the utility company. In the event of a default in payment by an Owner, the Association shall have the right to pay the utility bill for such Unit and to assess a Reimbursement Assessment (as herein defined) against such defaulting Owner in the amount necessary to reimburse the Association for such payment as well as the right to terminate the utility service to the Unit. Notwithstanding the foregoing, the Association reserves the right to administer the water, sewer, electricity, exterior spot lights and fixtures, gas, phone, cable and internet serving the Common Elements and Limited Common Elements and pay such

bills as a Common Expense and Limited Common Expense. All such services shall be assessed in accordance with this Declaration. The Association shall not be responsible for service interruptions caused by the utility company over which the Association has no control. Each Unit Owner releases, waives and completely discharges the Association from responsibility for any such service interruption.

**7.07 Security.** Neither the Association, Declarant nor any management company hired by the Association shall in any way be considered an insurer or guarantor of security to individuals or property within the Units, Common Elements or Limited Common Elements. Neither shall the Association, Declarant nor any management company hired by the Association be held liable for any loss or damages by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Neither the Association, Declarant nor any management company hired by the Association represent or warrant that any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices, or other security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, nor that such systems will in all cases provide the detection or protection for which the system is designed or intended. The Association, Declarant and any management company hired by the Association are not insurers and each Owner and occupant for any Unit and each lessee, guest and invitee of any Owner assumes all risks for loss or damage to persons, to Units and to the contents of Units and acknowledges that neither the Association, Declarant nor any management company hired by the Association have made any representations or warranties nor has the Association, any owner, occupant, lessee, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems recommended or installed or any security measures undertaken within the Condominium Property or surrounding property.

**7.08 Returned Check Policy and Fees.** In the event an Owner issues more than one check for payment that is returned by Owner's financial institution as an "unpaid item", it may be required that Owner make all future payments by automatic debit, money order or cashier's check only. Reimbursement for all NSF checks/fees must be made in the form of money order or cashier's check. Owner agrees to pay a charge of \$35.00 for each returned check, plus initial and daily late charges from due date until the Association receives acceptable payment in full.

## **8. COMMON EXPENSES: LIMITED COMMON EXPENSES: ASSESSMENTS: LIEN:**

**8.01 Obligation to Pay Assessments.** Except as provided in Section 8.16, all Owners shall be obligated to pay the estimated Assessments imposed by the Association to meet the Common Expenses and Limited Common Expenses, including the payment of insurance premiums in accordance with Section 9. Assessments for the estimated Common Expenses and Limited Common Expenses shall be due quarterly in advance on or before the first (1st) day of each calendar quarter. Failure to pay by the fifteenth (15th) day of each calendar quarter shall require the imposition and assessment of a late charge of \$50.00, plus interest on the unpaid charge at the rate of twelve percent (12%) per annum. Contribution for quarterly Assessments shall be prorated if the ownership of a Unit commences on a day other than the first (1st) day of the month.

**8.02 Purpose and Use of Assessments.** The Assessments shall be used in accordance with the rights, duties and obligations set forth in this Declaration, the Articles of Incorporation, By-Laws and Rules and Regulations of the Association for the purpose of promoting the health, safety, welfare and recreation of the residents in the Condominium Property, establishing reserves as required in this Declaration, and in particular for the improvement, maintenance and preservation of the Common Elements and Limited Common Elements and the services and the facilities devoted to said purposes that are related to the use and enjoyment of the same. Such uses may include, but are not limited to, the cost to the Association of the following: repair, replacement and maintenance of the Common Elements and Limited Common Elements; supplies, materials, parts, services, insurance (as set forth in Section 9); salaries and wages; management costs, taxes and governmental assessments (but not for the Units); legal and accounting fees as may from time to time be authorized by the Association; construction of other facilities; maintenance of servitudes upon, constituting a part of, appurtenant to or for the benefit of, the Common Elements and Limited Common Elements; care and landscaping of the grounds; care of the equipment that is part of Common Elements and Limited Common Elements, roofs and exterior surfaces of the Buildings; waste disposal; pest control; common lighting; security service (if contracted for by the Association); discharge of any liens on the Common Elements and Limited Common Elements; payment of any deficit remaining from a previous period; and other charges required by this Declaration or which the Association is authorized to incur.

**8.03 Determination of Assessments.** Subject to the limitations set forth in Section 8.04, Assessments shall be determined, levied and collected by the Board of Directors of the Association based upon the cash requirements necessary to: (1) provide for the payments of all estimated expenses growing out of or connected with the repair, maintenance, replacement and operation of the Condominium Property, the Common Elements and Limited Common Elements; and (2) to establish reserves as required by this Declaration. The Assessments shall be allocated to each Unit based on their Ownership Interest. The omission or failure of the Board of Directors to fix the Assessment for any month shall not be deemed a waiver, modification or a release of the Owners from the obligations to pay Assessments.

**8.04 Increase in Assessments.** Effective as of the date of closing of a conveyance to an Owner other than Declarant, quarterly Assessments on each Unit shall be as specified in Exhibit "E". From and after January 1, 2013 and on each January 1 thereafter, the Association may set the quarterly Assessment for the next succeeding twelve (12) month period at an amount which shall not exceed the actual increase for insurance, taxes, plus one hundred fifteen percent (115%) of the quarterly Assessment allowed for the preceding year (other than insurance and taxes). If the Board of Directors determines that a greater increase of the quarterly Assessment is required to adequately perform the duties and responsibilities of the Association and pay all expenses thereof, then the Board of Directors may call a special meeting of the Owners. By the assent of a majority vote of the Ownership Interest of the quorum of Owners present at such meeting, the quarterly Assessment may be set at whatever level such Owners approve. Notwithstanding the above, in the event of an increase of the quarterly Assessment in excess of 125% over the Assessment for the previous year, the approval of such increase shall be in accordance with vote requirement set forth in Section 15.01. The new Assessment shall become the basis for future annual increases, using the one hundred fifteen percent (115%) formula specified herein. The Board of Directors shall have authority to lower the quarterly Assessment, if it deems feasible.

**8.05 Due Date and Amount.** The quarterly Assessments provided for herein shall be due on the first (1st) day of each calendar quarter. The Board of Directors shall fix the

amount of the quarterly Assessments against each Unit prior to January 1st of each year; provided, however, that the Board of Directors shall have a right to adjust the quarterly Assessments at any time, as long as any such adjustment does not exceed the maximum permitted hereunder. Written notice of the quarterly Assessment adjustment shall be sent to every Owner subject thereto.

**8.06 Special Assessments.** In addition to the Assessments authorized above, the Board of Directors of the Association may determine, levy and collect 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, and/or repair or replacement of improvements upon the Common Elements or Limited Common Elements, including the fixtures and personal property related thereto (herein, "**Special Assessment**"); provided that any such Special Assessment shall be approved by a two-thirds (2/3) vote of the Ownership Interest of Owners voting in person or by proxy at a special meeting duly called for this purpose. In the case of improvements to some, but not all of the Units, Special Assessments may be levied against some, but not all of the Units, provided two-thirds (2/3) of the Ownership Interest of the Owners of the affected Units consent to the Special Assessment.

**8.07 Reimbursement Assessments.** Without limiting other provisions in this Declaration, the Association may, subject to the provisions hereof, levy an Assessment against any Owner, if the Owner, or such Owner's tenant or occupant, or any guest or invitee of such Owner, tenant or occupant of such Owner fails to comply with this Declaration, the Articles of Incorporation, By-Laws or Rules and Regulations. Such Assessment shall be known as a reimbursement assessment ("**Reimbursement Assessment**") and shall be levied only after notice and an opportunity for a hearing. The Reimbursement Assessment shall be in the amount of any fines or fees established by the Board of Directors, plus the amount of funds expended by the Association to remedy a problem or to cause such compliance. The amount of the Reimbursement Assessment shall be due and payable to the Association thirty (30) days after notice to the Owner of the final decision of the Association that the Reimbursement Assessment is owing.

**8.08 No Release.** No Owner may exempt or relieve himself from responsibility for any Assessment by waiver of the use or enjoyment of any of the Common Elements or Limited Common Elements, or by abandonment of his Unit.

**8.09 Failure to Pay Assessments.** In the event that an Owner shall fail or refuse to make payment of his proportionate share of the Common Expenses, Limited Common Expenses or any reserve fund or for any Special Assessment or Reimbursement Assessment when due, the Association shall not be obligated to receive such Owner's payment of his proportionate share without payment of the late charge discussed in Section 8.01. No Owner may vote at any meeting of the Association, or be elected to serve on the Board of Directors, if his payment of any Assessment is delinquent for more than thirty (30) days and the amount necessary to bring his account current has not been paid at the time of such meeting or election. Additionally, the Association shall give written notice to all Mortgage Holders, insurers and guarantors of mortgages that have provided the Association with their name and address, of any sixty (60) day delinquency in the payment of Assessments and Special Assessments.

**8.10 Failure to Maintain Unit.** In the event that a Unit Owner (or any tenant or other occupant) shall fail or refuse to maintain his Unit as required in this Declaration, the Association may, at its election, make such repairs as provided in Section 6.04 and 6.06 of this



Declaration. The cost of such repairs shall be assessed against a Unit as a Reimbursement Assessment.

**8.11 Lien for Unpaid Amounts.** All Assessments, Special Assessments and Reimbursement Assessments assessed but unpaid by an Owner, chargeable to his respective Unit and/or any amount assessed due to the failure of an Owner to maintain his Unit, including interest thereon at twelve percent (12%) per annum, late charges in excess of \$250.00, costs and reasonable attorneys' fees, shall constitute a lien on such Unit superior to all other liens and encumbrances to the maximum extent permitted by La. R.S. 9:1123.115, except only for:

- a. All taxes and special assessments levied by governmental and taxing authorities; and
- b. All liens securing sums due or to become due, to any Mortgagee or vendor's lien and such mortgage and/or vendor's lien is filed for record in the mortgage or conveyance records of East Baton Rouge Parish, Louisiana prior to the time of the recordation of the privilege hereunder.

To evidence such lien, the Association may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the date on which the indebtedness became delinquent, the name of the Owner of the Unit and a description of the Unit. Such notice shall be signed by one (1) member of the Board of Directors or any officer of the Association (or agent appointed by the Board of Directors) and may be recorded in the mortgage records of East Baton Rouge Parish, Louisiana. Such lien shall attach from the date of the failure of payment of the Assessment. At least seven (7) days prior to the filing for registry of the lien, the Association shall serve upon the delinquent Owner by registered mail or personal service a sworn detailed statement of the claim for delinquent Assessment. In addition, the Association in a civil action in any court of competent jurisdiction in East Baton Rouge Parish, Louisiana, may file suit against the Owner within one (1) year from the date of the recordation of the inscription of the lien to seek full enforcement and recovery of the amount due. The Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien, and all reasonable attorneys' fees incurred for the preservation and enforcement thereof. The Association shall have the power to bid on the Unit at foreclosure sale held to enforce the lien and to acquire and hold, lease, mortgage and convey same.

**8.12 Personal Obligation.** The amount of the Assessments assessed against each Unit shall also be a personal obligation of the Owner thereof at the time the Assessment became due. If a Unit is co-owned, the personal obligation shall be a solidary obligation of each of the co-owners. Suit to recover a money judgment for unpaid Assessments shall be maintainable by the Association without foreclosing or waiving the lien securing same. The Board of Directors and the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Declaration, or the By-Laws, or as are otherwise available at law or in equity, for the collection of all unpaid Assessments.

**8.13 Sale Not Release.** Sale or transfer of any Unit shall not affect the Assessment lien. Notwithstanding the foregoing, any first Mortgagee who obtains title to a Unit pursuant to the remedies in the mortgage, dation en paiement or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid Assessments accrued before acquisition of the title to the Unit by such Mortgagee, but remains liable for the costs incurred to collect the

unpaid Assessments. Nothing in this provision shall be construed as relieving any subsequent Owner from paying further Assessments.

**8.14 Statement of Unpaid Assessments.** Upon the written request of any Owner, insurer, Mortgagee, prospective Mortgagee or guarantor thereof of a Unit, the Association, through its Board of Directors, shall issue a timely written statement setting forth any levied but unpaid Assessments with respect to the subject Unit, the amount of the current quarterly Assessments, the date of such Assessment and the due date, credit for advance payments or for prepaid items, including, but not limited to, insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten (10) days of the receipt of such request in writing, all unpaid Assessments which become due prior to the date of making of such request shall be subordinate to the lien of the person requesting such statement.

**8.15 Date of Commencement of Assessments.** The Assessments provided for herein shall commence as to each Unit on the date established by the Board of Directors, but no later than sixty (60) days after the first Unit is conveyed, and shall be due and payable in such manner and on such schedule as provided in this Declaration or as the Board of Directors may provide.

**8.16 Declarant's Obligation to Pay Assessments.** For the sixty (60) days following conveyance of the first Unit, Declarant shall have the option of paying Assessments for each Unit it owns or to fund any operating deficiencies the Association may encounter. After said sixty (60) day period, the Declarant shall be required to pay Assessments on each Unit it owns.

**8.17 Establishment of Reserves.** Upon the sale of a Unit to a third party, the Association shall establish adequate reserve funds for repair and replacement of Common Elements and Limited Common Element components and shall fund such reserves by regular quarterly payments rather than by extraordinary Special Assessments. The first fund, also known as the Replacement Reserve Fund (the "**Replacement Reserve Fund**"), may be used to meet unforeseen expenditures or to purchase any additional equipment or services. Insurance deductibles may be included in the amounts reserved in the Replacement Reserve Fund or may be included in the amounts provided for as quarterly Assessments. The Replacement Reserve Fund shall be in an amount that is at least equal to the amount reasonably calculated to provide the Association adequate funds to replace obsolete or worn items. The second fund, known as the Working Capital Reserve Fund, shall be used for working capital needs of the Association. The Working Capital Reserve Fund shall be contributed to by the Owners as part of the regular Assessments. Any amounts paid into the Replacement Reserve Fund or the Working Capital Reserve Fund shall not be considered as advance payments of regular Assessments. The Replacement Reserve Fund and the Working Capital Reserve Fund shall be deposited in a segregated fund maintained by the Association. The Replacement Reserve Fund shall not be used by the Declarant to defray any of its expenses, reserve contribution or construction costs to make up any budget deficits.

## **9. INSURANCE:**

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

- a. Insurance for the Condominium Property, including Common Elements, Limited Common Elements, and Units, (but exclusive of additions to, improvements and personal property within, and decorations of the Units) against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for not less than 100% of the insurable replacement cost of the Common Elements, Limited Common Elements, and Units, and against such other hazards and for such amounts as the Board of Directors may deem advisable. The insurance coverage shall include fixtures, improvements and alterations located within a Unit or part of a Unit, and appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security and housekeeping. Insurable replacement costs shall be deemed the cost of restoring the Common Elements, Limited Common Elements and Units or any part thereof to substantially the same condition in which they existed prior to the damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association as the Insurance Trustee for each of the Owners in direct ratio to each Owner's Ownership Interest, and for the Mortgagees of his Unit, if any. Such policies of insurance should also contain a waiver of subrogation rights by the insurer against individual Owners;
- b. Comprehensive general liability insurance, including medical payment insurance, in an amount determined by the Association covering occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership, administration or maintenance of the Common Elements and Limited Common Elements;
- c. Worker's compensation insurance as required by applicable law;
- d. Such other insurance coverages as the Board of Directors may from time to time deem necessary;
- e. Flood insurance for any portion of the Common Elements and Limited Common Elements located in a special flood hazard area; and
- f. Fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. In the event the funds for the Association are held by a professional management company or a designated manager, the Board of Directors may, but shall not be required, to obtain a fidelity bond for all other employees or officers of the Association so long as the professional management company or a designated manager carries provides such bonds and the Association is named as an additional insured on such bonds. Fidelity bonds shall be an amount equal to the lesser of (i) \$1,000,000; or (ii) the amount of reserve balances of the Association plus one-fourth of the aggregate annual assessment of the Association. The minimum coverage amount shall be \$10,000.

- g. Liability insurance to cover errors and omissions of the Board of Directors and officers of the Association.

**9.02 Insurance as Common Expense.** The cost of effecting and maintaining insurance coverages shall be a Common Expense. Insurance deductibles on loss or damage to Common Elements and Limited Common Elements shall be borne by the Association, and shall constitute a Common Expense. Insurance deductibles may be included in the amounts reserved in the Replacement Reserve Fund or may be included in the amounts provided for as quarterly Assessments.

**9.03 Adjustment of Insurance Loss.** Any loss covered by a property insurance policy on the Units, Common Elements and Limited Common Elements shall be adjusted by the Association, but the insurance proceeds for the loss shall be payable to any Insurance Trustee designated by the Association for that purpose, or otherwise to the Association, and not to any Mortgagee. The Insurance Trustee or the Association shall hold any insurance proceeds in trust for Owners and Mortgagees as their respective interests may appear. Subject to the provisions set forth in this Section 9.03, the proceeds of any property insurance policy affected pursuant to Section 9.01 shall be disbursed first for the repair or restoration of the damaged Common Elements, Limited Common Elements, and Units, and Owners and Mortgagees shall not be entitled to receive payment or any portion of the proceeds unless there is a surplus of proceeds after the Common Elements, Limited Common Elements, and Units have been completely repaired or restored, or unless the Condominium is terminated.

**9.04 Repair and Replacement of Units, Common Elements and Limited Common Elements.** Any portion of a Unit, Common Elements or Limited Common Elements damaged or destroyed shall be repaired or replaced promptly by the Association unless: (i) the Condominium regime is terminated; (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (iii) Owners holding eighty percent (80%) of the total voting power in the Association and fifty-one percent (51%) of the Eligible Mortgage Holders elect not to repair or replace the damaged portion. In the event the entire Condominium Property is not repaired or replaced, (1) the insurance proceeds attributable to the damaged Common Elements and Limited Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium Property; (2) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units (or their Mortgagees, if any) and the Owners to which the Limited Common Elements are assigned; and (3) the remainder of the insurance proceeds shall be distributed to all of the Owners in proportion to their Ownership Interest in the Common Elements.

**9.05 Failure to Rebuild.** In the event the Owners vote not to rebuild any Unit, that Unit's entire Ownership Interest in the Common Elements, votes in the Association and Common Expense liability shall automatically be reallocated in accordance with the provisions of Section 11.03 (d).

**9.06 Excess Repair Costs.** The cost of repair or replacement in excess of insurance proceeds and reserves shall be a Common Expense, a Limited Common Expense, or both, as the case may be.

**9.07 Notice of Insurance Coverage Changes.** Each Owner shall be entitled to receive, and upon written request any Mortgagee or guarantor thereof, or any insured of a Unit,

shall be entitled to receive from the Association, by its Board of Directors, a timely written statement setting forth:

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

**9.08 Notice Prior to Cancellation.** All insurance policies shall require the insurer to provide at least thirty (30) days notice to the Association and any first Mortgage Holder before the insurer cancels or substantially changes coverage.

**9.09 Insurance Endorsements.** The Association should also obtain the following endorsements to policies of insurance:

- a. an "Inflation Guard Endorsement", when it can be obtained;
- b. "Building Ordinance or Law Endorsement", if the enforcement of any building, zoning or land-use law will result in loss or damage, increased cost of repairs or reconstruction or additional demolition or removal costs;
- c. recognition of the Insurance Trust Agreement;
- d. waiver of rights of subrogation against Owners and members of his household; and
- e. to the extent required by La. R.S. 9:1123.112, the insurance policies should also provide: (i) the insurance coverage will not be prejudiced by any acts or omissions of an Owner unless the Owner is under the control of the Association; (ii) the insurance coverage will be primary, even if the Owner has other insurance which covers the same loss; and (iii) each Owner shall be considered as an insured under such policies of insurance obtained by the Association.

**9.10 Rating of Insurance.** Each hazard insurance policy obtained by the Association must be written by an insurance carrier that has an acceptable rating from either the A. M. Best Company; Demotech, Inc.; or Standard and Poor's, Inc., or has reinsurance with a company with such an acceptable rating. An acceptable rating includes, but is not limited to a "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's *Insurance Reports*, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's *Insurance Reports-International Edition*, an "A" or better rating in Demotech's *Hazard Insurance Financial Stability Rating*, a "BBBq" quality solvency rating or a "BBB" or better claims-paying ability rating in Standard and Poor's *International Confidential Rating Service*.

**9.11 Disclaimer of Personal Liability.** To the extent that a claim is brought against any of the members of the Board of Directors and there is no insurance coverage available to cover the defense of the allegation, no member of the Board of Directors of the Association shall be held personally liable for his actions, so long as such actions were in good

faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association.

#### 10. TAXES:

**10.01 Separate Tax Parcel.** Each Unit, together with its proportionate undivided interest in the Common Elements and Limited Common Elements, shall be deemed a separate parcel and subject to separate assessment and taxation.

**10.02 Assessment of Taxes.** All taxes and special assessments authorized by law shall be assessed against each individual Condominium Unit. The Condominium Property as a whole, and the Common Elements and Limited Common Elements shall not be deemed to be an individual Unit for tax purposes. Each Unit shall be deemed to contain its percentage of undivided interest in the Common Elements and Limited Common Elements which undivided interest shall be included in the computation of taxes and special assessments against the Unit. The taxes and special assessments levied against a Condominium Unit shall constitute a basis for claiming a lien only upon the individual Condominium Unit assessed. There shall be no forfeiture, seizure, or sale of the Building or the Common Elements or Limited Common Elements as a whole for delinquent taxes or assessments on individual Units.

**10.03 Allocation of Tax Assessments.** In the event that such taxes or assessments for any year are not separately assessed to each Owner, but rather are assessed on the Condominium Property as a whole, or on any portion thereof subject to undivided Ownership Interests, then each Owner shall pay his proportionate share thereof in accordance with his respective Ownership Interest, and in such event, such taxes or assessments shall be a Common Expense. The Association shall have the authority to collect from the Owners their proportionate share of taxes or assessments for any year in which taxes are assessed on the Condominium Property as a whole.

#### 11. EXPROPRIATION:

**11.01 Taking by Expropriation.** If all or any part of the Condominium Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association shall and hereby is designated and authorized to represent the Owners, as the agent and attorney-in-fact of each Owner, and shall be entitled to participate in negotiations, settlements and/or proceedings incident thereto. The appointment of the Association as the agent and attorney-in-fact is an appointment coupled with an interest and shall be irrevocable. The expense of participation in such proceedings by the Association shall be a Common Expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all Mortgagees and guarantors, upon written request of such Mortgagee and guarantor. The Association, as attorney-in-fact, is specifically authorized to retain attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings and to pay for the services of anyone so retained. All damages or awards for any such taking shall be deposited with the Association, as attorney-in-fact of each Owner, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements (together with or apart from any Unit), the Association, as attorney-in-fact, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceeding.

**11.02 Distribution of Proceeds.** With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are settled or otherwise determined, any proceeds or awards therefrom shall be payable to the Association for the benefit of the Owners and their Mortgagees, the distribution of which proceeds shall be based on the relative value of each Unit and in accordance with the Owner's fractional Ownership Interests in the Common Elements and if the award is for the expropriation of Limited Common Elements, then the proceeds shall be distributed to the Owner or Owners to which that Limited Common Element appertains. In the event it is determined by the Association that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the plat attached hereto as part of the Building Plan shall be duly amended by an instrument executed by the Association as attorney-in-fact on behalf of the Owners.

**11.03 Partial Taking.** In the event that such eminent domain proceeding results in the taking of or damage to one (1) or more, but less than 75% of all Units, then the damages and awards for such taking shall be determined for each Unit and the following shall apply:

- a. The Association shall, in its sole discretion, determine which of the Units damaged by such taking may be made tenantable for the purposes set forth in this Declaration, taking into account the nature of the Condominium and the reduced size of each Unit so damaged.
- b. The Association shall, in its sole discretion, determine whether it is reasonably practicable to operate the remaining Units of the Condominium including those damaged Units which may be made tenantable, as a Condominium in the manner provided in this Declaration.
- c. In the event that the Association determines that it is not reasonably practicable to continue to operate as a Condominium, the undamaged Units and the damaged Units which can be made tenantable, and upon recordation in the conveyance records of East Baton Rouge Parish of an amendment to this Declaration to that effect, then the Condominium Property shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, in the proportionate interest previously owned by each Owner in the Common Elements.
- d. In the event that the Association determines it will be reasonably practicable to operate the undamaged Units and the damaged Units which can be made tenantable, then the damages and awards made with respect to each Unit which has been determined to be capable of being made tenantable shall be applied to repair and to reconstruct such Unit so that it is made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against those Units which are tenantable (but nothing herein requires an assessment against all Units). With respect to those Units which may not be made tenantable, the award made shall be paid as set forth in this Section and the remaining portion of such Units, if any, shall become part of the Common Elements. Upon the payment of such award for the account of such Owner as provided

herein, such Unit shall no longer be a part of the Condominium, and the proportionate Ownership Interest appurtenant to each remaining Unit shall continue as part of the undivided interest in the Common Elements among the reduced number of Owners.

**11.04 Taking in Excess of 75%.** If seventy-five percent (75%) or more of the total Units are taken or damaged by such taking, all damages and awards shall be distributed to Owners in proportion to their Ownership Interests in the Common Elements; and this Condominium shall terminate upon such payment, unless the Owners representing sixty-seven percent (67%) of the total allocated votes in the Association and fifty-one percent (51%) of the Eligible Mortgage Holders vote to continue the Condominium. Upon such termination, the Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners according to their previous Ownership Interests.

**11.05 Notice of Expropriation.** Upon the written request of any Owner, insurer, Mortgagee or guarantor thereof of a Unit, the Association by its Board of Directors, shall issue a timely written statement setting forth any condemnation or expropriation or threat thereof that affects either a material portion of the project or the Unit securing the mortgage or loan.

## **12. PROTECTION OF MORTGAGEE:**

**12.01 Notice by Mortgagee.** An Owner who mortgages his Unit shall notify the Association and provide the Association with the name and address of his Mortgagee. A Mortgagee may notify the Association of the fact that it holds a mortgage on a Unit. Any Mortgagee, insurer, or guarantor of a Mortgage may file a request for notice by providing the Association with a written request for notice, its name and address and the Unit against which it has a mortgage, which it insures, or which it guarantees. The Association shall have no independent duty to obtain such information or to obtain subsequent addresses in the event such party relocates its offices.

**12.02 Notice of Default.** The Association shall notify a Mortgagee in writing, upon written request of such Mortgagee, of any default by the Owner/mortgagor in the performance of such Owner/mortgagor's obligations which might result in a lien upon the Unit, which has not been cured within thirty (30) days.

**12.03 Right to Inspect Books.** The Association shall permit Mortgage Holders the same right of examination of its books and records as is enjoyed by Owners. The Association shall furnish each Mortgage Holder providing notice under Section 12.01, with an annual financial statement of the Association, certified by an officer of the Association, within one hundred twenty (120) days following the end of the fiscal year of the Association. Further, a Mortgagee may, at its own expense, perform an audit of the Association's books and records during normal business hours and upon giving the Association twenty (20) days notice of its intent to audit. The Association shall cooperate with the Mortgagee during the course of its audit.

**12.04 Notice of Meetings to Mortgagee.** The Association shall furnish each Mortgagee upon written request, prior written notice of all meetings of the Association advance notice of which is given and will permit a representative of each Mortgagee to attend such meetings. One (1) such request shall be deemed to be a request for prior written notice of all subsequent meetings of the Association advance notice of which is given.



**12.05 Approval by Mortgagee of Termination.** Section 15.07 shall govern the abandonment or termination of the Condominium regime, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty in which case Section 9 shall govern or in the case of a taking by condemnation or eminent domain in which case Section 11 shall govern. Consent may be presumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, return receipt requested.

**12.06 Notice to Mortgagee of Damage.** The Association shall furnish the Mortgagees providing the Association written request for such notice, written notice of any substantial damage or destruction to a material portion of any Unit, Common Element or Limited Common Element.

**12.07 Term of Management Agreement.** Any management agreement entered into by the Association shall be terminable by the Association with or without cause upon the giving of not more than ninety (90) days written notice to the management company. The term of such management agreement shall not exceed an original term of one (1) year, but may be automatically renewable for successive terms of one (1) year. In the event of the termination of the management agreement, as provided herein, the Association shall not be liable or responsible for payment of any penalty or damages arising out of the termination and may enter into a new management agreement with a new managing agent prior to the effective date of the termination of the prior management agreement.

**12.08 Priority of Tax Liens.** Subject to provisions more fully outlined in Sections 8 and 10, all taxes, Assessments, Special Assessments, Reimbursement Assessments and charges which may become liens prior to a first Mortgage shall relate only to the individual Units and not to the Condominium Property as a whole.

**12.09 Vote of Mortgagee.** Unless sixty-seven percent (67%) of the total allocated votes in the Association, plus the favorable vote of fifty-one percent (51%) of the Eligible Mortgage Holders have given their prior written approval, the Association shall not be entitled to:

- a. By act or omission, seek to abandon, partition, subdivide, mortgage, sell or transfer, the Common Elements, except as otherwise provided in this Declaration; or
- b. Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements), except in accordance with Section 9.

**12.10 No Priority Over Mortgagee.** No provision contained in this Declaration shall be construed as giving an Owner, or any other party, priority over any rights of first Mortgagees in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to, or taking of, a Unit and/or Common Elements.

### **13. OBLIGATIONS AND DUTIES OF OWNERS:**

In addition to obligations and duties set forth elsewhere herein or contained in the Act, this Declaration, the By-Laws or the Rules and Regulations, every Owner shall:

**13.01 Comply with Declarations.** Abide by the Declaration, By-Laws and Rules and Regulations.

**13.02 Pay Assessments.** Promptly pay the Assessments, Special Assessments and Reimbursement Assessments levied by the Association.

**13.03 Declarant's Obligation for Unsold Units.** The Declarant enjoys the same rights and assumes the same duties as they relate to each individual unsold Unit.

**13.04 Obligation to Maintain Insurance.** To the extent not covered by the insurance required to be maintained by the Association in Section 9.01(a) of this Declaration, each Owner shall maintain insurance on fixtures and improvements, together with appliances. Each Owner shall be required to obtain flood insurance if a Unit is located in a special flood hazard area consistent with the Federal National Mortgage Association requirements.

#### **14. USE AND OCCUPANCY RESTRICTIONS:**

In order to provide for congenial occupancy of the Condominium Property and to protect and enhance its value, the use of the Condominium Property shall be subject to restrictions and limitations as set forth in this Declaration, the By-Laws and in the Rules and Regulations. Without limitation, the use of the Condominium Property shall be subject to the following general limitations:

**14.01 General Restrictions.** No Owner of a Unit shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside the Unit, or paint or decorate or adorn the outside of his Unit (including, but not limited to, the Unit's door), or install outside his Unit any canopy, awning, flags or window air conditioning unit, or make any other alterations to the exterior improvements of the Unit, without the prior written consent of the Approval Committee. Only furniture materials approved by the Approval Committee shall be located on a balcony. No plastic furniture shall be placed on a balcony or visible from the outside of any Unit. No barbeque grills shall be permitted on the balcony of any Unit. No smoking is allowed on any balcony to the extent any smoke emanates to adjacent Units or is a nuisance to other Owners. The Common Elements and Limited Common Elements shall be non-smoking areas, except as otherwise designated.

**14.02 Increase in Insurance.** Nothing shall be done or kept in any Unit, or in any part of the Common Elements or Limited Common Elements, which will increase the rate of insurance on any Unit, Common Element or Limited Common Element without the approval of the Approval Committee. No Owner shall permit anything to be done or kept in his Unit, or in any part of the Common Elements or Limited Common Elements which will result in the cancellation of insurance on any Unit, Common Element or Limited Common Element, or which would be in violation of any law. No waste will be permitted on any part of the Common Elements or Limited Common Elements.

**14.03 Signs.** No sign of any kind shall be displayed to the public view on or from any Unit, or from any Common Element or any Limited Common Element, without the approval of the Approval Committee. This provision shall not apply to the Declarant and its agents.

**14.04 Nuisance.** No nuisance, public or private, no noxious, offensive, improper, immoral or unlawful activity or activity constituting a nuisance or which, in the judgment of the Approval Committee, may cause unreasonable noise or disturbance to others shall be conducted or maintained in the Condominium Property (including but not limited to balconies). No playing, running or yelling shall occur in the interior corridors. Vehicles with alarms that are set at an excessively sensitive level causing them to frequently signal false alarms must be

adjusted, repaired or disabled. A vehicle with an alarm that sounds and is not disabled within 15 minutes may be towed at the Owner's expense without prior warning. Stereos in vehicles played within the Condominium Property at a level that can be heard from outside the vehicle are not permitted. Excessive noises caused by vehicles in disrepair (muffler etc.) will require immediate correction by an Owner once notified by the Association. If a passerby can hear noise of any kind coming from the Unit or vehicle, the noise will be deemed as at an unacceptable level. All laws, orders, rules, regulations or requirements of any public authority having jurisdiction over the Condominium Property shall be observed and complied with. The Board of Directors shall have the right, in its sole and uncontrolled discretion, to enforce this provision against any Owner and their invitees who violates this provision.

**14.05 Electrical and Sound Equipment.** No Owner shall install outside his Unit any radio, television, antenna or other electrical equipment, fixtures or items of any kind, without the prior written permission of the Approval Committee. Notwithstanding the foregoing, in order to comply with the Telecommunications Act promulgated by the FCC, nothing herein shall be construed to prohibit or impair the installation, maintenance or use of the following:

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

provided, however, that the Approval Committee retains the right to dictate where these items should be located. All radio, television antenna or other electrical equipment of any kind or nature installed or used in or outside each Unit shall fully comply with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction, and the Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment installed in or outside such Unit. No music shall be played from the balcony of any Unit. Satellite reception devices other than those described above are prohibited, except as the Approval Committee may approve. Solar energy systems and other energy efficiency systems shall be located in areas designated by the Approval Committee in its sole discretion.

**14.06 Wiring.** No Owner shall overload the electrical wiring or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Approval Committee, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the Common Elements or Limited Common Elements, without the prior written consent of the Approval Committee. No Owner shall drill holes or cut into the walls, ceilings or woodwork. Adhesive backed hooks or other hanging devices are not

to be installed. Wiring is not permitted to be run over the carpet or flooring. Wiring is not permitted to be run over door jams or tacked to baseboards.

**14.07 Garbage and Trash.** Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in the Rules and Regulations. No trash, bottles or debris may be placed outside of Units. All Owners shall maintain their Units in a clean and well maintained condition. No storage or trash will be permitted in a manner that may permit odor or the encouragement of vermin. Cigarette butts shall not be disposed of within the Common Elements.

**14.08 Prohibited Vehicles.** Except as permitted by the Rules and Regulations (which may completely prohibit the same) of the Association, no trailer, motor home, boat, recreational vehicle or large, commercial-type vehicle of any kind shall be parked or stored on the Condominium Property except in spaces that may be specifically designated for that purpose. No vehicle shall be repaired or rebuilt on the Condominium Property and no inoperative vehicle may be kept on the Condominium Property. Motorcycles, motorbikes, motorscooters, and similar vehicles shall not be operated on the Condominium Property except to and from a parking space and public roads. Parking spaces shall be used for parking purposes only. No self-storage units, including but not limited to portable self storage units, such as PODS, shall be allowed to be placed in any parking space or anywhere else unless approved by the Approval Committee. The decision of the Approval Committee shall be final with respect to the prohibition of a vehicle or activity under this Subsection. Extreme caution must be used when driving and parking within the Condominium Property. All speed limit and stop signs posted throughout the Condominium Property are to be observed. Owners will be held fully responsible for injury or damage to person(s) or property caused by their vehicles. Parking or driving on any grass or Common Element throughout the Condominium Property is prohibited. With the exception of designated parking spaces, parking vehicles within the Condominium Property is prohibited. A vehicle that violates these parking restrictions may be towed at the Owner's expense without prior warning. Expenses incurred to correct damage caused in such a manner will be charged to the Owner. The Board of Directors shall have the right to promulgate additional Rules and Regulations governing vehicles within the Condominium Property.

**14.09 Heating and Air Conditioning Equipment.** Heating, ventilating and air conditioning equipment, solar energy systems and other energy efficiency systems shall be located in areas designated by the Approval Committee in its sole discretion. There shall be no floor load in excess of fifty (50) pounds per square foot, unless special arrangements are made and an engineering determination of floor load capacity in the area of the heavy use is approved by the Association. Only repair personnel approved by the Approval Committee shall be allowed to repair these systems.

**14.10 Building Materials.** No building materials or equipment of any kind may be placed or stored on the Condominium Property by an Owner, except as required on a temporary basis to perform repairs or renovations to his Unit. Placement of such materials and equipment shall be subject to approval by the Approval Committee.

**14.11 Pets.** No animals or fowl may be kept on the Condominium Property, except that the keeping of orderly non-aggressive domestic pets (e.g. dogs, cats or caged birds) not to exceed two (2) pets per Unit is permitted subject to the Rules and Regulations; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding; and provided, further, that any such pet causing or creating a nuisance or disturbance or noise

shall be permanently removed from the Condominium Property ten (10) days after delivery of written notice from the Approval Committee. Pets are limited to cats, caged birds and breeds of dogs that, in the sole opinion of Declarant or the Board of Directors, are not aggressive breeds (Pit Bulls, Rottweilers, Bull Dogs and German Shepherds are considered aggressive breeds. No reptiles, rodents, insects or spiders of any kind shall be permitted to be kept as pets. Pets must be licensed and vaccinated in order to enter the Condominium Property. All pets shall be subject to the Rules and Regulations and must receive prior approval from the Association before the Owner will be permitted to keep the pet on the Condominium Property. Such pets shall not be permitted upon the Common Elements or Limited Common Elements unless accompanied by an adult and unless carried or leashed and shall not be left unattended for more than one (1) hour on any balcony or exterior enclosure of a Unit. No pet shall be allowed to leave its excrement on any other Unit, Limited Common Element or Common Element. Specific walking areas may be designated in the Rules and Regulations and Owners shall be responsible for cleaning up after their pet. Pet areas inside of a Unit must be kept clean and sanitary at all times. Pet food and supplies are to be kept inside the Unit at all times in a covered container. Owner shall make necessary arrangements for control of each pet whenever the Association requires access to the Unit for inspection, repairs, pest control service or any other authorized entry. Any Owner who keeps or maintains any pet upon any portion of the Condominium Property shall be deemed to agree to indemnify and hold the Association and other Owners free and harmless from any loss, claim or liability of any kind or character arising by reason of keeping or maintaining such pet within the Condominium Property. All pets shall be registered with the Approval Committee and shall otherwise be registered and inoculated as required by law. The Approval Committee may establish reasonable charges not to exceed the additional costs incurred by the Association resulting from the presence of such pets which shall be a Reimbursement Assessment as set forth in Section 8.07. The Association reserves the right to remove any pets, or to require any Owner, tenant or occupant to remove pets, which violate this Declaration or the Rules and Regulations. Pets are not permitted in or around the swimming pool.

**14.12 Waterbeds.** No waterbeds shall be permitted in any Unit which does not have sufficient insurance to cover any liability or property damage which may result from the use of such waterbed.

**14.13 Conduct.** Owners, shall, at all times, comply with the Rules and Regulations of the Association. The Association accepts no responsibility for damage or theft of vehicles or personal property while on the Condominium Property. Each Owner shall be responsible for changing the batteries in the smoke alarm in his Unit. Fire extinguishers shall be kept fully charged at all times. Soliciting within the Condominium Property is not permitted. Each Owner is to notify the Association when solicitors appear within the Condominium Property. Drunken, belligerent, or threatening conduct will not be tolerated. Owners and tenants are liable and responsible for misconduct or vandalism caused by their minor occupants and guests who fail to adhere to the provisions of this Declaration or the Rules and Regulations of the Association. The Association reserves the right (but shall have no obligation) to act responsibly if an Owner is arrested for committing an illegal act within the Condominium Property or elsewhere. If there is a threat of imminent danger, the Association shall have no responsibility to provide an Owner with prior notice before proceeding with immediate eviction.

**14.14 Common Elements and Limited Common Elements.** No Owner shall obstruct any of the Common Elements or Limited Common Elements nor shall any Owner place or cause or permit anything to be placed in any of the Common Elements or Limited Common Elements without the written approval of the Approval Committee. Nothing shall be altered or

constructed in or removed from the Common Elements or Limited Common Elements, except with the prior written consent of the Approval Committee. No Owner shall store any personal items on the Common Elements or the Limited Common Elements without the consent of the Approval Committee. No one shall be allowed to access the Common Elements while wearing roller skates, riding a skateboard, or playing in any other fashion.

**14.15 Washer and Dryer.** No more than one washer and dryer may be installed in a Unit without approval of the Approval Committee.

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

**14.17 Leases of Units.** No Owner may lease less than his entire Unit. All leases shall be in writing, shall be in the form attached as Exhibit F, and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. The responsibility for ensuring the lessee's compliance with the terms of these documents shall be that of the Owner. All leases of a Unit shall include a provision that the lessee will recognize and attorn to the Association, solely for the purpose of giving the Association the power to enforce a violation of the provisions of this Declaration, Articles of Incorporation, By-Laws and Rules and Regulations against the lessee, provided the Association gives the lessor written notice at the last known address of lessor, of its intent to so enforce and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action. All leases shall contain a provision stating that the Declarant and the Association shall have the right to inspect the Unit of the lessee at reasonable times to confirm that the lessee is in compliance with the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations, as well as all other requirements of law and obligations to lenders. The Association shall be provided with a copy of all third party leases of Units. The Association reserves the right, prior to a Unit being leased to a third party, to require the prospective lessee to submit to a criminal background check and credit check to be performed and approved by the Association, the reasonable administrative costs and expense of which shall be borne by the requesting Owner. The Association reserves the right to deny tenancy to any prospective lessee. A candidate's criminal history may be considered. The Owner shall be responsible for any damage caused by or resulting from any violations of the terms of these documents by its lessee, its lessee's invitees or Owner and each Owner grants the Association the unlimited power of attorney to evict a tenant who violates the terms of the documents. Upon any violation of the Declaration, Articles of Incorporation, By-Laws or Rules and Regulations by an Owner, its tenants or invitees, the Board of Directors may seek any remedy available to it. The Association has the authority to assess any such damage against the Unit as a special assessment (without regard to the voting requirements set forth in Section 8.06). Failure to pay the special assessment within fifteen (15) days after written notice thereof has been delivered to the Owner shall require the imposition and assessment of a late charge of \$50.00, plus interest on the unpaid charge at the rate of twelve percent (12%) per annum. The Association shall also have lien rights with respect to any unpaid special assessment, as provided in Article 8, as well as the right to collect attorneys' fees and court costs incurred with respect to the filing of the lien and collection of the special assessment. No "For Lease", "For Rent" or similar signs may be placed on the Condominium Property or in the vicinity of the Condominium Property; provided, however, that this provision shall not apply to the Declarant.

**14.18 Parking Spaces.** Each Unit is assigned two parking spaces as detailed on Exhibit "G". The assigned parking spaces are Limited Common Elements and may only be transferred, sold or assigned with such Unit. No other transfers are permitted. All other parking spaces shall be used by the Owners for self-serving parking services on a "first come, first served" basis, except as the Board of Directors may otherwise determine; provided, however, that no Owner shall park on the Common Element parking spaces more than two (2) vehicles without the prior written consent of the Board of Directors. Guests of Owners shall only be allowed to park in the unreserved parking spaces, in the reserved spaces of their invitee or on the street. A vehicle that violates the parking restrictions may be towed at the Owner's expense without prior warning.

**14.19 Decision of Board of Directors is Final.** The decision of the Board of Directors, in the event of any dispute or controversy involving the interpretation of these restrictions or the applicable use of any Units, shall be final and not subject to appeal or judicial review. Repeated unresolved violations by Owners, occupants or guests may constitute grounds for immediate eviction at the sole discretion of the Association.

**14.20 No Roof Access.** No Owner shall have any rights to access the roof nor to place any obstructions or structures on the roof of any buildings.

**14.21 Number of Residents per Unit.** There shall be no more than one (1) unrelated person per bedroom residing in a Unit. Owners are responsible for notifying the Association of any changes in living arrangements. Approval must be obtained by the Association for deletion or addition of any occupants.

**14.22 Obligations Upon Sale of a Unit.** Owners shall be obligated upon the sale of a Unit to provide the Public Offering Statement for 333 Lofts at East Boyd Condominiums to the prospective purchaser, along with all of the attachments to the Public Offering Statement, which includes the Articles, By-Laws, this Declaration and the Rules and Regulations. The Owner must contact the manager of the Condominium Property and apprise him of any potential sale of a Unit in advance of the closing of the sale. The Association may impose a Reimbursement Assessment on any Owner who fails to comply with this Section. After the sale of a Unit, the prior Owner is responsible for Assessments for the Unit until he has given written notice of the name and address of the new Owner of the Unit.

**14.23 Residential Use Only.** The use of each Unit is restricted to that of a single family residence and accessory uses as permitted herein. Except for activities permitted in Section 14.30, Section 15.12 and other activities conducted as part of a marketing and development program of the Declarant, no industry, business, trade or commercial activities (other than home professional pursuits), unscheduled public visits, nonresidential storage, mail or other use of a Unit shall be conducted, maintained or permitted in any part of a Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes. No part of any Unit shall be used for group homes, offices, for the conduct in the home of occupations such as medical or other offices or shops of any kind. No school, church, assembly hall or group home of any kind (including without limitation any "community home" as defined in La R.S. 28:477) shall be built or permitted to be built on any Unit nor shall any Unit or existing structure be permitted to be used as such.

**14.24 Window Coverings.** All window coverings visible from any portion of the exterior of the Condominium, including, without limitation, drapes, curtains, shades, shutters and/or backings, shall be of design and materials consistent with the quality, standards and

design of the Condominium and shall be white or off white in color. All blinds must be approved by the Approval Committee. Any quality or color issues, questions or variances shall be subject to the approval of the Approval Committee in its sole and complete discretion. Aluminum foil or other similar material affixed to window panes is specifically prohibited.

**14.25 Flooring Materials.** Any proposed change in floor covering material must receive the prior approval of the Approval Committee.

**14.26 Pest Control.** All Units within the Condominium Property are required to receive service as regularly scheduled by the Association. Individual requests for an alternate service date or time will not be honored. An Owner's request to decline service will also not be honored unless request is made due to medical reasons and verified by providing the Approval Committee with a written statement from the Owner's doctor. The Association reserves the right to contract for pest control services on each Unit and the right to bill the Owners for these services as a Common Expense; provided, however, that the Association may request separate pest control service bills for each Unit and, in such event, each Owner shall be required to pay the bills for pest control services used in his Unit directly to the pest control company. In the event of a default in payment by an Owner, the Association shall have the right to pay the pest control bill for such Unit and to assess a Reimbursement Assessment (as herein defined) against such defaulting Owner in the amount necessary to reimburse the Association for such payment. Notwithstanding its ability to enter into pest control contracts, the Association shall not be responsible for pest control problems or damages caused by the pest control company over which the Association has no control. Each Unit Owner releases, waives and completely discharges the Association from responsibility for any such pest control service or damages resulting from the pest control services (or lack thereof).

**14.27 Clothes Dryers, Stove Hoods.** All clothes dryers shall have lint filters which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods shall have grease screens which will remain installed and prevent grease from accumulating in the vent duct. All such filters and screens will at all times be used and kept clean in good order and repair by the Unit Owner.

**14.28 Storage of Personal Property.** Storage of articles of personal property is restricted to the Owner's Unit. Storage of personal property on balconies, patios or other areas visible from the building's exterior is prohibited. Placement of any articles of personal property, including, furniture and related amenities in such areas shall be restricted to that of the models and materials approved by the Approval Committee.

**14.29 Rules and Regulations.** All Units shall be subject to the Rules and Regulations as amended by the Board of Directors from time to time.

**14.30 Sales Office.** In accordance with Section 15.12, the Declarant reserves the right to maintain a sales office for the marketing and sale of Units. The Declarant is also permitted to show certain Units owned by Declarant as model Units to prospective purchasers.

**14.31 Plumbing.** Foreign objects (non-disposable personal care items etc.) are not to be disposed of in the commode or drains of other plumbing fixtures. The Owner will be responsible for expenses incurred to unstop commodes and drains caused by improper disposal of Owner's items.



**14.32 Association Employees.** If an employee of the Association renders any other services such as parking, washing or delivery of automobiles, handling of furniture or other articles, cleaning the Unit, package delivery or any other service for or at the request of Owner then, for the purpose of such service, such employees shall be deemed the servant of Owner, regardless of whether or not payment is arranged for such service. Owner agrees to relieve the Association and hold the Association harmless from any and all liability in connection with such service.

**14.33 Acceptance of Packages.** The Association is not responsible for accepting packages or any other item delivered on Owner's behalf. Packages or deliveries that are accepted will be available for pick up during routine office hours only. The Association accepts no responsibility for loss or damage to packages accepted on Owner's behalf.

**14.34 Swimming Pool.** Use of the swimming pool shall be controlled by the Rules and Regulations adopted by the Association. The following are the initial Rules and Regulations: The pool is open between the hours of 6:00 am and 10:00 pm during the summer. Containers are provided in or near the pool area for disposal of debris. Trash should not be left in or around the pool area. Glass containers are not permitted in the pool area. Children under the age of 12 are not permitted to use the swimming pool unless accompanied by their parent or guardian. Each Owner is limited to two guests per Unit at the pool. All guests must be accompanied by the Owner. Misconduct or horseplay in or around the pool area will result in that person(s) being denied privileges to use these amenities for a specified period of time or being assessed a fine for the violation. Any portable stereos, yelling or other excessive noise that disturbs others using the pool area or Owners residing in Units near the pool area is not permitted. Proper swimming attire conducive to maintaining a family community is required at all times when using the pool. Thong bottoms are not permitted. Disposable diapers are not considered proper swimming attire for small children. Pets are not permitted in or around the pool area. Owner hereby releases, relieves and holds Declarant and the Association harmless for any damage or injury to person or property resulting from use of said pool. The Association reserves the right to impose fines as penalties for violations of any provisions concerning the swimming pool. The fine for an initial violation shall be \$25.00 and the fine shall increase for subsequent violations.

**14.35 Settlement of the Ground.** The Owners acknowledge that there has been and may be in the future settlement of the ground upon which the Condominium Property is located. Each Owner agreed when he purchased his Unit to accept the Condominium Property in its existing condition and to waive, discharge, release, and hold harmless Declarant and the Association from any and all claims and/or causes of action which such Owner or its assigns or transferees may have or hereafter be otherwise entitled to, whether affecting person and/or property, for any liabilities arising from the settlement of the ground, including any claims, demands, causes of action (both public and private), judgments, attorneys' fees, costs, expenses, penalties and fines, imposed or assessed under any federal, state or local environmental law, rule or regulation. The waiver and release includes claims for cracked parking areas, service areas, utility lines and similar damage caused by soil conditions.

**14.36 Wallpaper Restriction.** No Owner of a Unit shall install wallpaper on any interior wall, foundation or structural component unless such interior wall, foundation or structural component is separated from and does not constitute a portion of the exterior wall of the Unit.

15. MISCELLANEOUS:

**15.01 Amendments and Modifications.** Except as otherwise provided, this Declaration may be amended by the favorable vote of Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association. "**Material Modifications**" may only be adopted by the favorable vote of Owners who represent sixty-seven percent (67%) of the total allocated votes in the Association, plus the favorable vote of fifty-one percent (51%) of Eligible Mortgage Holders. A change to any of the provisions governing the following would be considered as a Material Modification:

- a. Voting rights;
- b. Increases in Assessments that raise the previously assessed amount by more than twenty-five percent (25%), changes to Assessment liens, or the priority of Assessment liens;
- c. Reductions in reserves for maintenance, repair, and replacement of Common Elements and Limited Common Elements;
- d. Responsibility for maintenance and repairs;
- e. Reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use;
- f. Redefinition of any Unit boundaries;
- g. Convertibility of Units into Common Elements or vice versa;
- h. Expansion or contraction of the 333 Lofts at East Boyd Condominiums project, or the addition, annexation, or withdrawal of property to or from the project;
- i. Hazard or fidelity insurance requirements;
- j. Amendment to the restrictions on the leasing of units contained in Section 14.17;
- k. Imposition of any additional restrictions on an Owner's right to sell or transfer his Unit;
- l. A decision by the Association to establish self-management;
- m. Restoration or repair of 333 Lofts at East Boyd Condominiums (after damage or partial condemnation) in a manner other than that specified in Articles 9 and 11 of this Declaration; or
- n. Amendment to any provisions that expressly benefit Mortgage Holders, insurers, or guarantors.
- o. No amendment shall eliminate an Owner's right to use the Common Elements and Limited Common Elements as amended or adjusted.

**15.02 Conflicts.** This Declaration is set forth to comply with the requirements of the Act. In case any provision of this Declaration directly conflicts with the provisions of the Act, the provisions of the Act shall control, except where such provision constitutes a permissible deviation from the terms of the Act. In case any provision of this Declaration directly conflicts with any Exhibits, the provisions of this Declaration shall control.

**15.03 Severability.** The invalidity or unenforceability of any part of this Declaration shall not impair or affect in any manner the validity or enforceability, or effect of the balance, of this Declaration.

**15.04 Gender.** As used herein, the masculine gender shall include the feminine, and the singular shall include the plural, and vice versa whenever the context so requires.

**15.05 Headings.** The headings and subheadings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision thereof.

**15.06 Waiver.** No restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

**15.07 Termination.** This Declaration may be voluntarily terminated upon the affirmative vote of Owners representing at least eighty percent (80%) of the total allocated votes in the Association, and the affirmative vote of at least sixty-seven percent (67%) of Eligible Mortgage Holders. A termination in the event of a casualty or condemnation shall be governed by Sections 9 and 11, respectively. Upon a voluntary termination of the Declaration, the Condominium Property (including, but not limited to, all Common Elements and Limited Common Elements) shall be owned in indivision by the Owners. The percentage of undivided ownership of an Owner in such property shall be based on the percentage of ownership in the Common Elements. Privileges and mortgages upon individual Units shall, following their withdrawal, be upon the respective undivided shares of the withdrawing Owners in the Condominium Property withdrawn.

**15.08 Enforcement.** The Association shall have the authority to enforce the Declaration whether by specific performance, injunction and/or the assessment of damages. The Association shall be entitled to recover damages, attorneys' fees and court costs in any action in which it seeks to enforce this Declaration.

**15.09 Control by Declarant.** Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles of Incorporation, in the By-Laws, or in any other instrument evidencing or establishing the Condominium, Declarant hereby retains and shall have the right to appoint and remove any member or members of the Board of Directors of the Association and any officer or officers of the Association for as long as the Declarant owns a Unit, until but not beyond the earlier of four (4) months after seventy five (75%) of the Units in the Condominium have been conveyed to third-party purchasers or three (3) years after the date of the conveyance of the first Unit to a third-party purchaser. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions of this Section, or such earlier time as agreed to in writing by the Declarant, such right shall pass to the Owners, including Declarant if Declarant then owns one or more Units (the "Control Transfer Date"), and a special meeting of the Association shall be

called within a reasonable time thereafter. At such special meeting the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board of Directors, and Declarant shall deliver all books, accounts and records, if any, which Declarant has kept on behalf of the Association during such period and which Declarant has in its possession. The Association will agree to release and hold the Declarant free and harmless and indemnify the Declarant from any obligation that the Declarant has (i) assumed for the benefit of the Association; (ii) guaranteed for the benefit of the Association or (iii) entered into for the benefit of the Association.

**15.10 Amendments by Declarant.** During any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may amend this Declaration by an instrument in writing filed and recorded in the Records of the Office of the Clerk of Court in East Baton Rouge Parish, Louisiana, without the approval of any Owner or Mortgagee; provided, however, that any Material Modification shall be subject to the requirements contained in Section 15.01 herein. Notwithstanding the foregoing to the contrary, the expiration or termination of the right of Declarant to appoint and remove any directors and officers of the Association shall not terminate Declarant's right to amend the Declaration for the purpose of submitting the Additional Property or any portion thereof to the provisions of this Declaration. Any amendment made pursuant to this Section shall be certified by Declarant as having been duly approved by Declarant, and by such Owners and Mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance of a Unit, agrees to be bound by such amendments as are permitted by this Section, and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Condominium if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith. Additionally, the Declarant may amend the Declaration to modify the provisions of the Declaration in order to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the United States Department of Housing and Urban Development, the Federal Housing Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs, or in the future performs, functions similar to those now performed by such entities, and/or induce any of such agencies or entities to make, purchase, sell, insure or guarantee any mortgages affecting any of the Units.

**15.11 Amendments to Declaration.** This Declaration may not be amended without the written consent of Declarant if such amendment in any way modifies, reduces or eliminates any of the rights granted to Declarant herein. The provisions of this section shall survive and remain effective following termination of the period of Declarant control as set forth in Section 15.09 herein.

**15.12 Special Declarant Rights.** The Declarant reserves the following Special Declarant Rights:

- a. to maintain sales, management or leasing offices, and models in Units or on the Common Elements for as long as the Declarant owns a Unit;
- b. to maintain signs on the Condominium Property to advertise any Condominium Units owned by the Declarant; and


- c. to use, and to permit others to use, servitudes through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration.


**15.13 Property.** It is the intention of Declarant, and Declarant hereby reserves the right, to add Additional Property, to add Units, and to add corresponding additional Common Elements and Limited Common Elements to the Condominium hereby declared and created, and to unilaterally supplement and amend this Declaration at any time, including subsequent to relinquishment of Declarant control as provided in Section 15.09, in order to implement such additions. If additions are actually added to the Condominium Property, existing Ownership Interests and other rights appurtenant to Unit ownership shall be modified. The Declarant further hereby reserves the right to proportionately reallocate the respective percentage interest of each individual Unit Owner in the Common, Limited Common Elements, Common Expenses and other appurtenant rights to a Unit, and Declarant reserves the right to reallocate the proportionate voting rights of individual Unit Owners of Units in the Association. Any Additional Property added to the Condominium shall be subject to the restrictions set forth in Section 14. Declarant reserves the right, in its sole discretion, to determine the location of improvements that may be made on such Additional Property, and to vary the size of additional Units. Any additions to the Condominium Property and improvements associated therewith shall be compatible with existing improvements in the Condominium Property in terms of architectural style, quality of exterior material construction, and principal materials employed in construction and shall be designed by and approved by the Approval Committee.

Signature Page to Follow

THUS DONE, READ AND SIGNED at Baton Rouge, Louisiana, on this 19 day of January, 2012 in the presence of the undersigned competent witnesses and Notary in duplicate originals after a due reading of the whole.


WITNESSES:

  
Name: Joyce Juneau

  
Name: Christopher K. Odint

333 Lofts at East Boyd LLC

By:   
Brian Dantin, Manager

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

Erik C. Piazza  
Bar Roll No. 29382  
Notary Public, State Of Louisiana  
My Commission is for Life