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MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF  
WOODRIDGE CONDOMINIUMS, INC.  
HELD AT ITS REGISTERED OFFICE ON OCTOBER 16, 1981

At a meeting of the Board of Directors of Woodridge Condominiums, Inc. held at its registered office on October 16, 1981, at which all members of the Board of Directors were present and voting throughout, the following resolutions were offered, seconded and unanimously adopted:

**RESOLVED**, that Streuby L. Drumm, Jr., President of this Corporation be and he is hereby authorized to purchase from the owner thereof, those certain portions of property constituting the Woodridge Apartments, described on Exhibit "A" annexed hereto, for the price and sum of THREE MILLION SIX HUNDRED EIGHTY-SEVEN THOUSAND THREE HUNDRED SIXTY-TWO AND 41/100 (\$3,687,362.41) DOLLARS, payable SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 (\$17,500.00) DOLLARS cash, by the assumption of the existing indebtedness of the vendor in the sum of ONE MILLION NINE HUNDRED THIRTY-EIGHT THOUSAND THREE HUNDRED EIGHTY-FOUR AND 29/100 (\$1,938,384.29) DOLLARS and by the promissory notes of this corporation, bearing such interest and containing such terms and conditions as he may, in his sole discretion, deem advisable, for the balance of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 (\$1,750,000.00) DOLLARS, secured by a vendor's lien and mortgage on the property so acquired.

**BE IT FURTHER RESOLVED**, that in order to secure said note, to be executed by said officer, said officer is hereby further authorized and empowered to appear before any Notary Public and execute a Credit Sale containing such terms and conditions as such officer in his absolute discretion may deem necessary and advisable, including without limitation, a waiver of appraisalment, pact de non alienando, confession of judgment and the usual Louisiana security clauses, bearing against the property described on Exhibit "A" annexed.

**BE IT FURTHER RESOLVED**, that Streuby L. Drumm, Jr., the President of this corporation be and he is hereby authorized and empowered for and on behalf of this corporation to borrow any sum of money, in addition to any outstanding loans, not exceeding TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 (\$2,500,000.00) DOLLARS from any person, firm

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or corporation willing to lend same,, and/or arrange for the extension or renewal of any indebtedness due by this corporation, and/or utilize the assets of this corporation as security to induce any creditor of this corporation not to call any demand notes of this corporation. And in order to accomplish such purposes, or for any other purpose, that the said President of this corporation is hereby authorized and empowered to execute and endorse on behalf of this corporation, a note or notes, in the sum of note more than TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 (\$2,500,000.00) DOLLARS, payable at such time, bearing such interest, and containing such terms, conditions and provisions, as in his absolute discretion may deem necessary and advisable.

**BE IT FURTHER RESOLVED**, that in order to secure said note, to be executed by said officer, said officer is hereby further authorized and empowered to appear before any Notary Public and execute an act of Collateral Mortgage containing such terms and conditions as such officer in his absolute discretion may deem necessary and advisable, including without limitation, a waiver of appraisalment, pact de non alienando, confession of judgment and the usual Louisiana security clauses, bearing against the property described on Exhibit "A" annexed.

**BE IT RESOLVED FURTHER**, that said officer be and he hereby is further authorized and empowered to execute any and all note or notes, documents or other instruments in writing, and to pledge, pawn and hypothecate such note or notes or any note(s) secured by mortgage or collateral mortgage to secure any other note(s) executed for and on behalf of this corporation to obtain such loan(s); to pledge, pawn and hypothecate, any and all other securities belonging to this corporation as in his absolute discretion may deem necessary or advisable, and which may be required by any person, firm or corporation, as security for any indebtedness so created by said officer in accordance herewith, or any prior existing indebtedness of this corporation.

**BE IT FURTHER RESOLVED**, that Streuby L. Drumm, Jr., be and he is hereby authorized to execute a Declaration of Condominium whereby the property described on Exhibit "A" shall be submitted to a condominium property regime to be known as The Woodridge Condominium consisting of the condominium units and their respective appurtenant interests in the common elements of such condominium shown on Exhibit "B" annexed hereto.

**BE IT FURTHER RESOLVED**, that Debra Ballenger Bierbaum, Deborah Vaughn and Streuby L. Drumm, Jr., President, or any one of them, be and

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they are hereby authorized to enter into and to execute on behalf of this corporation, contracts for the purchase and sale of condominium units in The Woodridge Condominium, Metairie, Louisiana, for such price and upon such terms and conditions as they or any of them may, in their sole discretion, deem appropriate.

BE IT FURTHER RESOLVED, that Streuby L. Drumm, Jr., President and Marguerite Watson, Secretary, or either of them be and they are hereby authorized to execute acts of sale of any one or more of the condominium units described on Exhibit "B" annexed hereto for such price and payable on such terms and conditions of cash or of credit as the said officer, or either of them, shall in their discretion deem to be in the interest of this Corporation.

\* \* \* \* \*

I, Marguerite Watson, Secretary of Woodridge Condominiums, Inc. do certify that the above and foregoing is a true and correct copy of the Minutes of a Meeting of the Board of Directors of Woodridge Condominiums, Inc. duly and legally called, convened and held at its registered office on October 16, 1981, at which all directors were present and voting throughout and that same has not been revoked or rescinded.

WITNESS my signature this *6<sup>th</sup>* day of November, 1981.

*Marguerite Watson*  
SECRETARY

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A CERTAIN PORTION OF GROUND, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that subdivision known as PONTE VISTA, all as per map of said subdivision made by Adloe Orr, Civil Engineer, dated November 9, 1925, on record in the Office of the Clerk of Court for the Parish of Jefferson in Book of Plans 9, folio 7, said property being designated as LOTS 1 THROUGH 48, both inclusive, of SQUARE 39, which said lots constitute the entire square, said square being bounded by Manson Avenue, L Street, Giuffrias Avenue and M Street. The aforesaid Lots 1 through 48, both inclusive, of Square 39, being the entire square of said property, are more fully shown on a survey made by Richard T. Dading, Registered Land Surveyor, dated October 15, 1981, according to which said property measures 600 feet front on Manson Avenue, a depth and front on L Street of 220 feet, a depth and front on M Street of 220 feet, and a frontage of 600 feet on Giuffrias Avenue.

EXHIBIT "A"

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THE WOODRIDGE CONDOMINIUM

PERCENTAGE OF UNDIVIDED OWNERSHIP  
OF THE COMMON ELEMENTS AND OF  
LIABILITY FOR COMMON EXPENSE

| <u>UNIT NO.</u> | <u>UNIT TYPE</u> | <u>PERCENTAGE<br/>INTEREST</u> |
|-----------------|------------------|--------------------------------|
| 101             | One Bedroom      | .695                           |
| 102             | One Bedroom      | .695                           |
| 103             | One Bedroom      | .695                           |
| 104             | One Bedroom      | .695                           |
| 105             | One Bedroom      | .695                           |
| 106             | One Bedroom      | .695                           |
| 107             | One Bedroom      | .695                           |
| 108             | One Bedroom      | .695                           |
| 201             | Townhouse        | .892                           |
| 202             | Large Townhouse  | .993                           |
| 203             | Townhouse        | .892                           |
| 204             | Townhouse        | .892                           |
| 205             | Large Townhouse  | .993                           |
| 206             | Townhouse        | .892                           |
| 207             | Townhouse        | .892                           |
| 208             | Large Townhouse  | .993                           |
| 209             | Townhouse        | .892                           |
| 210             | Townhouse        | .892                           |
| 211             | Large Townhouse  | .993                           |
| 212             | Townhouse        | .892                           |

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| <u>UNIT NO.</u> | <u>UNIT TYPE</u> | <u>PERCENTAGE INTEREST</u> |
|-----------------|------------------|----------------------------|
| 301             | One Bedroom      | .695                       |
| 302             | One Bedroom      | .695                       |
| 303             | One Bedroom      | .695                       |
| 304             | One Bedroom      | .695                       |
| 305             | One Bedroom      | .695                       |
| 306             | One Bedroom      | .695                       |
| 307             | One Bedroom      | .695                       |
| 308             | One Bedroom      | .695                       |
| 309             | One Bedroom      | .695                       |
| 310             | One Bedroom      | .695                       |
| 311             | One Bedroom      | .695                       |
| 312             | One Bedroom      | .695                       |
| 313             | One Bedroom      | .695                       |
| 314             | One Bedroom      | .695                       |
| 315             | One Bedroom      | .695                       |
| 316             | One Bedroom      | .695                       |
| 401             | Townhouse        | .892                       |
| 402             | Large Townhouse  | .993                       |
| 403             | Townhouse        | .892                       |
| 404             | Townhouse        | .892                       |
| 405             | Large Townhouse  | .993                       |
| 406             | Townhouse        | .892                       |
| 407             | Townhouse        | .892                       |
| 408             | Large Townhouse  | .993                       |
| 409             | Townhouse        | .892                       |

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| <u>UNIT NO.</u> | <u>UNIT TYPE</u> | <u>PERCENTAGE INTEREST</u> |
|-----------------|------------------|----------------------------|
| 410             | Townhouse        | .892                       |
| 411             | Large Townhouse  | .993                       |
| 412             | Townhouse        | .892                       |
| 413             | Townhouse        | .892                       |
| 414             | Large Townhouse  | .993                       |
| 415             | Townhouse        | .892                       |
| 416             | Townhouse        | .892                       |
| 417             | Large Townhouse  | .993                       |
| 418             | Townhouse        | .892                       |
| 419             | Townhouse        | .892                       |
| 420             | Large Townhouse  | .993                       |
| 421             | Townhouse        | .892                       |
| 422             | Townhouse        | .892                       |
| 423             | Large Townhouse  | .993                       |
| 424             | Townhouse        | .892                       |
| 501             | One Bedroom      | .695                       |
| 502             | One Bedroom      | .695                       |
| 503             | One Bedroom      | .695                       |
| 504             | One Bedroom      | .695                       |
| 505             | One Bedroom      | .695                       |
| 506             | One Bedroom      | .695                       |
| 507             | One Bedroom      | .695                       |
| 508             | One Bedroom      | .695                       |
| 509             | One Bedroom      | .695                       |
| 510             | One Bedroom      | .695                       |

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| <u>UNIT NO.</u> | <u>UNIT TYPE</u> | <u>PERCENTAGE INTEREST</u> |
|-----------------|------------------|----------------------------|
| 511             | One Bedroom      | .695                       |
| 512             | One Bedroom      | .695                       |
| 513             | One Bedroom      | .695                       |
| 514             | One Bedroom      | .695                       |
| 515             | One Bedroom      | .695                       |
| 516             | One Bedroom      | .695                       |
| 601             | Townhouse        | .892                       |
| 602             | Large Townhouse  | .993                       |
| 603             | Townhouse        | .892                       |
| 604             | Townhouse        | .892                       |
| 605             | Large Townhouse  | .993                       |
| 606             | Townhouse        | .892                       |
| 607             | Townhouse        | .892                       |
| 608             | Large Townhouse  | .993                       |
| 609             | Townhouse        | .892                       |
| 610             | Townhouse        | .892                       |
| 611             | Large Townhouse  | .993                       |
| 612             | Townhouse        | .892                       |
| 613             | Townhouse        | .892                       |
| 614             | Large Townhouse  | .993                       |
| 615             | Townhouse        | .892                       |
| 616             | Townhouse        | .892                       |
| 617             | Large Townhouse  | .993                       |
| 618             | Townhouse        | .892                       |
| 619             | Townhouse        | .892                       |



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| <u>UNIT NO.</u> | <u>UNIT TYPE</u> | <u>PERCENTAGE INTEREST</u> |
|-----------------|------------------|----------------------------|
| 620             | Large Townhouse  | .993                       |
| 621             | Townhouse        | .892                       |
| 622             | Townhouse        | .892                       |
| 623             | Large Townhouse  | .993                       |
| 624             | Townhouse        | .892                       |
| 701             | One Bedroom      | .695                       |
| 702             | One Bedroom      | .695                       |
| 703             | One Bedroom      | .695                       |
| 704             | One Bedroom      | .695                       |
| 705             | One Bedroom      | .695                       |
| 706             | One Bedroom      | .695                       |
| 707             | One Bedroom      | .695                       |
| 708             | One Bedroom      | .695                       |
| 801             | Townhouse        | .892                       |
| 802             | Large Townhouse  | .993                       |
| 803             | Townhouse        | .892                       |
| 804             | Townhouse        | .892                       |
| 805             | Large Townhouse  | .993                       |
| 806             | Townhouse        | .892                       |
| 807             | Townhouse        | .892                       |
| 808             | Large Townhouse  | .993                       |
| 809             | Townhouse        | .892                       |
| 810             | Townhouse        | .892                       |
| 811             | Large Townhouse  | .993                       |
| 812             | Townhouse        | .892                       |

*Handwritten initials and scribbles*

~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~

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SEE SPEC CABINET

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DECLARATION CREATING AND  
ESTABLISHING CONDOMINIUM  
PROPERTY REGIME FOR  
THE WOODRIDGE  
CONDOMINIUM

\* UNITED STATES OF AMERICA  
\*  
\* STATE OF LOUISIANA  
\*  
\* PARISH OF ORLEANS  
\*  
\* CITY OF NEW ORLEANS

BY

WOODRIDGE CONDOMINIUMS, INC.

\*\*\*\*\*

BE IT KNOWN, that on this 30<sup>th</sup> day of December in the year One Thousand Nine  
Hundred and Eighty-One;

BEFORE ME, HENRY O'CONNOR, JR., a Notary Public, duly commissioned and  
qualified in and for the Parish of Orleans, State of Louisiana, and in the presence of  
the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

WOODRIDGE CONDOMINIUMS, INC., a Louisiana corporation,  
domiciled in the Parish of Orleans, State of Louisiana, created  
by act before Henry O'Connor, Jr., Notary Public, dated  
October 16, 1981, filed in Record of Charters Book 336 of the  
Secretary of State on October 21, 1981, filed for record in the  
office of the Recorder of Mortgages for the Parish of Orleans,  
State of Louisiana on October 28, 1981, at NA #  
represented herein by Streuby L. Drumm, Jr., its President;

(hereinafter referred to as "Declarant")

who declared unto me, Notary that:

RECITALS, INTENT AND PURPOSES

WHEREAS, Declarant is the owner of Plots 1 through 48 of Square 39,  
Ponte Vista Subdivision, Jefferson Parish, Louisiana (hereinafter the "Property") as  
more fully described on Exhibit A-1 annexed hereto.

*Handwritten initials "G.A.B."*

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WHEREAS, by this Condominium Declaration, it is intended to divide the Property into separate parcels of immovable or real property which, in accordance with the provisions herein contained, shall be subjected to the benefits and burdens of a Condominium Property Regime (hereinafter referred to as "Condominium") to be known as THE WOODRIDGE CONDOMINIUM.

NOW THEREFORE,

STATEMENT OF DECLARATION. Declarant hereby declares on behalf of itself, its successors, grantees, and assigns, as well as on behalf of any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the Property that the Property from and after the date of recordation of this Condominium Declaration in the Office of the Clerk of Court and ex-officio Register of Conveyances in and for the Parish of Jefferson State of Louisiana, shall be and continue subject to each and all of the terms hereof until this Condominium Declaration is terminated or abandoned in accordance with provisions herein elsewhere contained. The Property is submitted to the provisions of the Act subject to easements and servitudes affecting the Parcel of record in the Jefferson Parish mortgage and conveyance records.

I. DEFINITIONS.

1. Act. The Louisiana Condominium Act, La. R.S. 1121 et seq as now enacted and hereafter amended.

2. Association. The Woodridge Condominium Association, Inc., a Louisiana non-profit corporation, or any successor entity, composed of all the Unit Owners and the entity which shall jointly be responsible for the administration and operation of the Property. The Articles of Incorporation are annexed hereto and made a part hereof as Exhibit "B".

3. Board. The Board of Directors of the Association.

4. Budget. That certain budget attached hereto as Exhibit D and by this reference made a part hereof.

5. Building. The structure (whether one or more) located on the Parcel and forming part of the Property and containing Units.

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6. By-Laws. The By-Laws of the Association, attached hereto as Exhibit C and by this reference made a part hereof, as amended from time to time.

7. Common Elements. All that part of the Property (movable or immovable property) which is not within or a part of the individual Units as such Units are shown on the attached Plat (Exhibit A) or described herein, or which exists within Units by virtue of a servitude created herein, and without limiting the generality of the foregoing, shall include those items defined as "common elements" in the Act, including the following:

- a. All foundations, bearing walls and columns, roofs, halls, lobbies, stairways, and entrances and exits or communication ways;
- b. All roofs, yards, and gardens, except as otherwise herein provided or stipulated;
- c. All compartments or installations of central services such as power, light, gas, cold and hot water;
- d. All elevators and elevator shafts;
- e. All recreational areas, and the like existing for common use; and
- f. All other elements of the Building or Parcel desirably or rationally of common use or necessary to the existence, upkeep and safety of the condominium regime established by this Declaration.

8. Common Expenses. The expenses for which the Unit Owners will be assessed by the Association, Managing Agent or Board, which expenses shall include, but are not limited to, the actual or estimated costs of:

- a. Ad valorem taxes and other taxes of all kinds which may be levied against the Condominium Property and which are not levied against an individual Unit or Unit Owner;
- b. Maintenance, management, operation, repair and replacement of and additions to the Common Elements and those parts of the Units as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace;
- c. Utilities incurred in operation of the Units and the Common Elements not otherwise paid by any individual Unit Owner or Owners;

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d. Management and administration of the Association including, without limiting the same, compensation paid by the Association to a managing agent, accountant(s), attorney(s), and other employees;

e. Liability and casualty insurance carried by the Association with respect to designated parts of the Condominium Property;

f. Any other item held by or in accordance with this Condominium Declaration or recorded amendment thereto, or the By-Laws to be a Common Expense.

g. Expenses agreed upon as common expenses by the Unit Owners.

9. Condominium. The entirety of the Property as subjected to a condominium property regime by this Declaration pursuant to the provisions of the Act.

10. Condominium Documents. This Condominium Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said Exhibits are as follows:

Exhibit A - Plat of Survey of Land and Building

Exhibit A-1 - Legal Descriptions of the Parcel

Exhibit B - Articles of Incorporation of the Association

Exhibit C - By-Laws of the Association

Exhibit D - Budget

EXHIBIT E - Percentages of undivided ownership of the Common Elements appurtenant to each Unit, and percentage obligations for common expense assessments of individual Units.

11. Declarant. Woodridge Condominiums, Inc.

12. Declaration. This instrument, by which the Property is submitted to the provisions of the Act, as hereinafter provided, and as such Declaration may be amended from time to time.

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13. Family Group. A group consisting of all Occupants residing in a Unit or more than one Unit used together.

14. Limited Common Elements. All Common Elements serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in this Declaration, on the Plat or by the Board. Limited Common Elements shall include, but shall not be limited to, porch and patio areas accessible only from a Unit and storage areas appurtenant to a specific Unit only, as well as "air handlers", pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows and entryways, and all associated fixtures and structures therein, as lie outside the Unit boundaries.

15. Majority or Majority of the Unit Owners. The owners of more than fifty percent (50%) of the undivided ownership of the Common Elements. Any specific percentage of Unit Owners means that percentage of Unit Owners who in the aggregate own such specified percentage of the entire undivided ownership of the Common Elements.

16. Mortgage. A mortgage covering a Unit and the undivided interest in the Common Elements appurtenant thereto.

17. Mortgagee. A person secured by a Mortgage.

18. Occupant. A person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

19. Parcel. Those certain parcels or tracts of ground which are the subject of this Declaration and which are identified and described on Exhibits A and A-1, attached hereto and by this reference made a part hereof.

20. Person. Any natural person, firm, corporation, partnership, association, trust or other legal entity capable of holding title to immovable property.

21. Plat. The plat of Survey of Land and Building and the floor and elevation plans and drawings of all Units in the Property, consisting of five (5) sheets

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dated October 15, 1981, certified correct by Richard T. Dading, Registered Land Surveyor, attached hereto as Exhibit A and by this reference made a part hereof. The Plat contains a description of the Parcel and the location of the Building on the Parcel with a designation and location for each Unit.

22. Property. All the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners.

23. Unit. An enclosed space consisting of one or more rooms occupying all or part of a floor or floors in the Building, which enclosed space is not owned in common with the Unit Owners of other Units. Each Unit is designated as shown on the attached Plat of Survey of Land and Building (Exhibit A), and the boundaries of each Unit shall be and are the interior surfaces of its perimeter walls, windows, exterior doors, floors, and ceilings. Included with each Unit, without limitation, shall be any finishing materials applied or affixed to the interior surfaces of the perimeter walls, floors or ceilings (such as, but without limitation, paint, wallpaper, vinyl, wall or floor coverings and carpets); interior walls; and all utility pipes, lines, systems, fixtures or appliances servicing only that Unit (whether or not within the boundaries of that Unit), provided, however, that no pipes, drains, wires, conduits, ducts, flues and shafts contained within a Unit and forming a part of any system serving more than one Unit or the Common Elements shall be deemed to be part of said Unit.

24. Unit Owner. The person or persons whose estates or interests, individually or collectively, aggregate ownership of a Unit and of the undivided interest in the Common Elements appurtenant thereto, but shall not include those having an interest in a Unit merely as security for the performances of an obligation. Unless specifically provided otherwise herein, Declarant shall be deemed a Unit Owner so long as it is the legal title holder of any Unit.

II. PLAT. The Plat sets forth the locations and other data, as required by the Act, with respect to (1) the Parcel and its exterior boundaries; (2) the Building and each floor thereof; and (3) each Unit, its precise boundaries and the Limited Common Elements appurtenant thereto.

III. UNITS.

(a) The legal description of each Unit shall consist of the identifying designation of such Unit as shown on the Plat. Every deed, lease, mortgage

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or other instrument shall legally describe a Unit by its designation as shown on the Plat and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

(b) The boundaries of each Unit shall be the interior surfaces of its perimeter walls, windows, exterior doors, floors and ceilings, exclusive of any finishing materials applied or affixed to the interior surfaces of the perimeter walls, floors or ceilings such as, but without limitation, paint, wallpaper, vinyl, wall or floor coverings and carpets.

(c) Except as provided by the Act and in this Declaration, no Unit Owner shall by deed, plat, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any units or parcels different from the whole Unit as shown on the Plat.

IV. COVENANT AGAINST PARTITION. In order to effectuate the intent hereof and to preserve the Condominium and the condominium method of ownership, the Common Elements shall remain undivided and no person, irrespective of the nature of his interest in the Common Elements, shall bring any action or proceeding for partition or division of the Common Elements or any part thereof until the termination of the condominium regime established by this Condominium Declaration in accordance with provisions herein elsewhere contained or until the Property is no longer tenable, whichever first occurs, and in any event, all mortgages must be paid in full or all mortgagees must consent in writing, prior to bringing an action for partition.

V. ASSOCIATION OF UNIT OWNERS.

(a) Organization. There has been or will be formed an Association having the name The Woodridge Condominium Association, Inc. a Louisiana non-profit corporation which Association shall be the governing body for all of the Unit Owners, for the maintenance, repair, replacement, administration and operation of the Condominium, as provided in the Act, this Declaration and the By-Laws. The Board of Directors of the Association shall be elected and shall serve in accordance with the provisions of the By-Laws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner shall be a member of the Association so long as he is a Unit Owner. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit

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Owner shall simultaneously succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be one hundred (100) and shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements as set forth in Exhibit E hereto.

(b) Management of Property. The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part hereof, to the extent deemed advisable by the Board, subject to the provisions of subparagraph (c) below. The Board shall also have the authority (but shall not be obligated) to engage, supervise and control such employees as the Board deems advisable to clean and maintain all or any part of the Units to the extent the Board deems it advisable to provide such services for all or any portion of the Unit Owners. The cost of such services shall be a common expense.

(c) Initial Management Contract. The first Board, appointed as provided herein, may approve an initial management agreement which shall not extend beyond one (1) year after relinquishment of Declarant control.

(d) Apartments for Building Personnel. The Board shall have authority to lease, purchase and mortgage one or more Units for use as residential quarters for a building manager and engineer. All rental or debt service paid by the Association pursuant to any such lease agreement or mortgage shall be a common expense.

(e) Use by Declarant. During the period of sale by the Declarant of any Units, the Declarant and its agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from the Building and Property as may be required for purposes of sale of Units. While the Declarant owns any of the Units and until each Unit sold by it is occupied by the purchasers, the Declarant and its employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may use one or more of such unsold or unoccupied Units as a sales office, and may maintain customary signs in connection therewith.

(f) Non-Liability of the Directors, Board, Officers and Declarant. Neither the directors, Board or officers of the Association nor Declarant shall be personally liable to the Unit Owners for the mistake of judgment or for any acts or omissions of any nature whatsoever as such Directors, Board, officers or Declarant, except for any acts or omissions found by Court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the directors, Board, officers, and/or Declarant, and their respective heirs, executors, administrators, successors and assigns in accordance with the provisions of the By-Laws, and the Association shall carry such insurance as the Board may prescribe or protect the directors, Board, officers or Declarant under said indemnity.

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(g) Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of the Declaration or By-Laws, such dispute or disagreement shall be submitted to the Board. The determination of such dispute or disagreement by the Board shall be binding on each and all such Unit Owners, subject to the right of Unit Owners to seek other remedies provided by law after such determination by the Board.

VI. OWNERSHIP OF THE COMMON ELEMENTS. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in Exhibit E attached hereto and by this reference made a part hereof. The percentages of ownership interests set forth in Exhibit E shall remain constant unless hereafter changed by amendment to this Declaration, as provided in subparagraph XXX(d) or Paragraph XIX or XX of this Declaration, or unless hereafter changed by amendment to this Declaration consented to in writing by all Unit Owners, and, in either case, such amendment is recorded in accordance with the Act and this Declaration. Said ownership interest in the Common Elements shall be an undivided interest owned by the Unit Owners in accordance with their respective percentages of ownership. Except as provided in the Act and this Declaration, the ownership interest in the Common Elements shall remain undivided, and no Unit Owner shall bring any action for partition or division of the Common Elements, and any agreement or covenant to the contrary shall be void. The ownership of each Unit shall not be conveyed, transferred, encumbered or otherwise affected separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall be deemed conveyed, transferred, encumbered or otherwise affected with said Unit, even though the legal description in the instrument conveying, transferring, encumbering or other affecting said Unit may refer only to the fee title to that Unit and not expressly mention or describe the percentage of ownership in the Common Elements corresponding to that Unit, or may refer to an incorrect percentage for that Unit.

VII. USE OF THE COMMON ELEMENTS. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases made by or assigned to the Board) in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to not only each Unit Owner, but also to his agents, servants, tenants, family members, customers invitees and licensees. However, each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving his Unit alone. Such rights to use the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act, Declaration, By-Laws and rules and regulations of the Association and the Unit Owners shall use the Common

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Elements in such manner as will not restrict, interfere with or impede the use thereof by other Unit Owners. In addition, the Association shall have the authority to rent, lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of the Declaration and By-Laws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

**VIII. PARKING AREAS.** Parking spaces are Common elements and shall be used by Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe. Each Unit Owner shall be entitled to the assignment of one (1) parking space for the exclusive use of such Unit Owner so long as he shall own his Unit. Upon sale or transfer of the Unit, the assigned space shall be subject to re-assignment at the discretion of the Board, provided that the transferee shall be entitled to the assignment of a parking space. Parking spaces not assigned may be rented or otherwise used in such manner as the Board may prescribe.

**IX. BUDGET.**

(a) **Initial Assessment.** Each purchaser of a Unit from Declarant shall be required to deposit with the Association a sum equal to two months' assessment to the Unit based upon the Budget to establish a reserve fund for operation and maintenance of the Condominium. No Unit Owner shall be entitled to withdraw this deposit so long as the Condominium shall exist. The Declarant shall have no responsibility to make such deposit except as to any Unit for which the deposit is not made by the purchaser from Declarant.

(b) **Common Expenses.** Each Unit Owner, including the Declarant, shall pay his proportionate share of the common expenses; provided, however, the terms and provisions of this subparagraph (b) are subject to the terms and provisions of subparagraph (c) below. Except for its responsibilities as a Unit Owner, as provided herein, the Declarant shall not have any responsibility for the maintenance, repair or replacement of any part of the Common Elements after the date this Declaration is recorded. Such proportionate share of the common expenses for each Unit Owner shall be in accordance with his percentage of ownership in the Common Elements as set forth in Exhibit E. Payment of common expenses, including any prepayment thereof required by contract for sale of a Unit, shall be in such amounts and at such times as determined in the manner provided in the By-Laws. No Unit Owner shall be exempt from payment of his proportionate share of the common expenses by waiver or non-use or waiver of enjoyment of the Common Elements or Limited Common Elements or by abandonment of his Unit. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof together with interest thereon at the maximum rate as may then be permitted under the laws of the State of Louisiana, accruing from and after the date

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that said common expenses become due and payable, shall constitute a lien on the interest of such Unit Owner in the Property and his Unit.

(c) Owner's Liability for and Declarant's Guarantee Relating to Common Expenses During the First Year. The Budget sets forth and describes for each Unit within the Condominium an amount designated therein as the "Monthly Assessment." Notwithstanding anything contained in this Declaration to the contrary (including, but without limitation, the terms and provisions of subparagraph (b) above), for a period (hereinafter referred to as the "Initial Period") of one year from and after the first day of the calendar month next following the date of recording of this Declaration, each Unit Owner shall pay and be responsible for monthly, and his proportionate share of the common expenses shall be deemed to be, his respective Monthly Assessment. If the total may be greater than the actual common expenses incurred during the Initial Period, such excess shall be thereafter used as the Board may prescribe. However, if the total Monthly Assessments payable during the Initial Period are less than the actual common expenses incurred during the Initial Period, such deficiency shall be paid solely by Declarant, it being agreed that Declarant hereby guarantees the payment of all common expenses for the Initial Period which may be in excess of the total Monthly Assessments payable during such period.

In consideration of the foregoing covenant and guarantee by Declarant, Declarant shall not be obligated to pay during the Initial Period any Monthly Assessments attributable to any Units Owned by Declarant.

(d) Annual Budgets. Annual budgets for each fiscal year of the Association shall be prepared and adopted by the Board pursuant to the By-Laws; provided, however, the Board shall not adopt a budget requiring assessments for common expenses in an amount exceeding one hundred fifteen percent (115%) of the common expenses for the preceding year unless the same is approved by a majority of the Unit Owners.

(e) Metered Utilities. Each Unit Owner shall also pay for all utility services, including electricity and other utility services (including telephone), if any, separately metered for such Unit Owner's Unit. Each Unit Owner shall make such payments for separately metered utility services to the public utility company providing such utility service if provided directly to the Unit Owner or to the Association if such utility services are not separately metered or submetered for the Units.

(f) Enforcement of Lien. The Board may bring an action at law against the Unit Owner personally obligated to pay the same, for collection of his unpaid proportionate share of the common expenses, or foreclose the lien against the Unit or Units owned by such Unit Owner, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Unit Owner, by his acceptance of a deed to a Unit, hereby expressly vests in the Board or its agents the right and power to bring all actions against such Unit Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens and each such Unit Owner hereby

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expressly grants to the Board a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Board and shall be for the common benefit of all Unit Owners. The Board acting on behalf of the Unit Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

(g) Mortgagee Protection. The lien for common expenses payable by a Unit Owner shall be subordinate to the lien for a recorded first Mortgage on the interest of such Unit Owner, except for the amount of the proportionate share accruing after the Mortgagee thereunder either takes possession of the Unit encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its Mortgage. This subparagraph (g) shall not be amended, changed, modified or rescinded without the prior written consent of all Mortgagees of record.

X. MORTGAGES. Each Unit Owner shall have the right, subject to the provisions herein, to make individual Mortgages on his respective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created from the date hereof any Mortgage or other lien on or affecting the Property or any part thereof, except of his own Unit and the respective percentage interest in the Common Elements appurtenant thereto.

XI. SEPARATE REAL ESTATE TAXES. Taxes, assessments and other charges of any taxing or assessing authority shall be separately assessed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that such taxes or assessments for any year are not separately assessed to each Unit Owner, but rather are assessed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements, and, in said event, such taxes or assessments shall be a common expense. Without limiting the authority of the Board provided for elsewhere herein, the Board shall have the authority to collect from the Unit Owners their proportionate share of taxes or assessments for any year in which taxes are assessed on the Property as a whole.

XII. INSURANCE. The Board shall have the authority to and shall obtain insurance for the Property, exclusive of additions to, improvements within and decoration of the Units or decoration of the Limited Common Elements by the Unit Owners, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Insurable

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replacement costs shall be deemed the cost of restoring the Common Elements, and Units or any part thereof to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board as the trustee for each of the Unit Owners in direct ratio to said Unit Owner's respective percentage of ownership in the Common Elements, as set forth in the Declaration, and for the holders of Mortgages on his Unit, if any. Such policies of insurance should also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance shall be a common expense.

The following provisions shall apply with respect to damage by fire or other causes:

(a) If the Building is damaged by fire or other casualty and said damage is limited to a single Unit, all insurance proceeds shall be paid to the Unit Owner or one or more Mortgagees of such Unit, as their respective interest may appear, and such Unit Owner or Mortgagee shall use the same to rebuild or repair such Unit substantially in accordance with the original plans and specifications thereof. If such damage extends to two or more Units, or extends to any part of the Common Elements, such insurance proceeds shall be paid to the Board, as trustee, or to such bank or trust company as may be designated by amendment hereof, to be held in trust for the benefit of the Unit Owners and their Mortgagees as their respective interests may appear. The Board shall thereupon contract to repair or rebuild the damaged portions of all Units, the Buildings, and the Common Elements substantially in accordance with the original plans and specifications therefor and the funds held in the insurance trust fund shall be used for this purpose. If the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, the Board shall levy a special assessment on all Unit Owners, in proportion to the percentage interest of each Unit Owner in the Common Elements, to make up any deficiency. If any Unit Owner shall fail to pay the special assessment within thirty (30) days after the levy thereof, the Board shall make up the deficiency by payment from the common expense fund; provided, however, that such Unit Owner shall remain liable for such special assessment.

(b) Notwithstanding the provisions of subparagraph (a) above, reconstruction shall not be compulsory where the whole or more than two-thirds (2/3) of all Units and of the Common Elements is destroyed or damaged by fire or other casualty, as determined by the Board. In such case, and unless otherwise unanimously agreed upon by the Unit Owners, the insurance proceeds shall be delivered to the Unit Owners or their Mortgagees, as their interests may appear, in proportion to the percentage interest of each Unit Owner in the Common Elements; and the Board, as soon as reasonably possible and as agent for the Unit Owners, shall sell the Property, in its then condition, free from the effect of this declaration, which shall terminate upon such sale, and all funds held by said insurance trustee, shall thereupon be distributed to the Unit Owners or their Mortgagees, as their interests may appear, in proportion to the percentage interest of each Unit Owner in the Common Elements.

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(c) Within sixty (60) days after any such damage occurs, the Managing Agent, or the Board shall, or if they do not, any Unit Owner, the insurer, the insurance trustee or any Mortgagee may, record a sworn declaration stating that such damage has occurred, describing it, identifying the Building suffering such damage, the name of any insurer against whom claim is made, and the name of any insurance trustee, reciting that the sworn declaration is recorded pursuant to this paragraph of this Declaration, and that a copy of such sworn declaration has been served pursuant to the provisions of Paragraph XXIII hereof on the Unit Owners.

(d) If the Unit Owners shall not rebuild pursuant to subparagraph (b) above, and the Board fails to consummate a sale pursuant to said subparagraph (b) within twenty-four (24) months after the destruction or damage occurs, then the Managing Agent, or the Board shall, or if they do not, any Unit Owner or Mortgagee may, record a sworn declaration setting forth such decision and reciting that under the provisions of this Declaration the prohibition against judicial partition provided for in this Condominium Declaration has terminated and that judicial partition of the Property may be obtained pursuant to the laws of the State of Louisiana. Upon final judgment of a court of competent jurisdiction decreeing such partition, this Declaration shall terminate.

The Board shall also have the authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable, and workmen's compensation insurance and other liability insurance as it deems desirable, insuring each Unit Owner, Mortgagee of record, if any, the Association, its officers, directors, Board and employees, the Declarant, and the Managing Agent, if any, from liability in connection with the Common Elements. The premiums for such insurance shall be a common expense.

The Board shall also have authority to and may obtain such insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and officer of the Association and member of any committee appointed pursuant to the By-Laws of the Association from liability arising from the fact that such person is or was a director or officer of the Association, or a member of such a committee. The premiums for such insurance shall be a common expense.

Each Unit Owner shall be responsible for obtaining his own insurance on the contents of his own Unit and the contents of the Limited Common Elements serving his Unit, as well as his decorations, furnishings and personal property therein, and his personal property stored elsewhere on the Property. In addition, in the event a Unit Owner desires to insure above and beyond the extent that his liability, loss or damage by fire and such other hazards obtained by the Board for all of the Unit Owners as part of the common expenses, as above provided, said Unit Owner may, at his option and expense, obtain additional insurance.

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**XIII. MAINTENANCE, REPAIRS AND REPLACEMENTS.** Except to the extent the Board provides (at its option and discretion) maintenance of the Units for Unit Owners, each Unit Owner, at his own expense shall furnish and be responsible for all maintenance of repairs to and replacements within his own Unit. Maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association. The cost of maintenance of, repairs to and replacements within the Units to the extent the Board elects to provide such services and within the Common Elements shall be part of the common expenses, subject to the By-Laws, rules, and regulations of the Association. However, at the discretion of the Board, maintenance of, repairs to and replacements within the Limited Common Elements may be assessed in whole or in part to Unit Owners benefited thereby, and, further, at the discretion of the Board, the Board may direct Unit Owners who stand to be benefited by such maintenance of, repairs to and replacement within the Limited Common Elements to arrange for such maintenance of, repairs and replacements in the name and for the account of such benefited Unit Owners, pay the cost thereof with their own funds and procure and deliver to the Board such lien waivers and contractor's and subcontractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

In addition to the discretionary authority provided herein for maintenance of all or any portion of the Units, the Board shall have the authority to maintain and repair any Unit, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Elements or preserve the appearance and value of the Property, and the Unit Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board, and the Board shall levy a special assessment against the Unit of such Unit Owner for the cost of said necessary maintenance or repair.

If due to the act or negligence of a Unit Owner, or his agent, servant, tenant, family member, invitee, or licensee, damage shall be caused to the Common Elements or to a Unit or Units Owned by others, or maintenance, repair or replacement are required which would otherwise be a common expense, then such Unit Owner shall pay for such damage or such maintenance, repair or replacements, as may be determined by the Association; however, the provisions of this Paragraph are subject to the provisions of Paragraph XII hereof providing for waiver of subrogation rights with respect to casualty damage insured against under the policies of insurance maintained by the Board.

The authorized representatives of the Association or Board, or the Managing Agent with approval of the Board, shall be entitled to reasonable access to the individual Units and Limited Common Elements as may be required in connection with the preservation of any individual Unit or Limited Common Elements in the event of an emergency, or in connection with maintenance of, repairs or replacements, within the Common Elements, Limited Common Elements of any equipment, facilities, or fixtures affecting or serving other Units, Common Elements and Limited Common Elements or to make any alteration required by any governmental authority and in order to carry out the intent and purpose of this paragraph, there is specifically



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granted to the Board and its authorized representatives, servitudes through the units and common elements for maintenance, repair and/or replacement of portions of the Units and Common Elements. Use of these servitudes, however, for access to the individual Units shall be limited to reasonable hours, except that access may be had at any time in case of emergency.

**XIV. DECLARANT'S RIGHTS AS TO COMMON FACILITIES.** Notwithstanding anything contained in this Declaration to the contrary, Declarant hereby reserves and retains unto itself or its designee, the right and privilege (but not the obligation) to operate and promulgate rules relating to, and to maintain, repair or replace, any and all areas existing for common use until such time as Declarant has sold Units which correspond, in the aggregate, to ninety percent (90%) of the undivided ownership of the Common Elements, as set forth in Exhibit E to this Declaration. The Board, the Association and all Unit Owners shall be bound by and shall comply with any action taken by Declarant pursuant to this Paragraph XIV.

**XV. ALTERATIONS, ADDITIONS OR IMPROVEMENTS.** Except as provided in Paragraph XVI herein, no alteration of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior expenses alternations, additions and improvements of the Common Elements as provided in the By-Laws. Any Unit Owner may make alterations, additions or improvements within the Unit of the Unit Owner without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

**XVI. DECORATING.** Each Unit Owner, at his own expense, shall furnish and be responsible for all decorating within his own Unit and Limited Common Elements serving his Unit, as may be required from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting and other furnishings and decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floor and ceilings of his Unit, and any balconies and terraces constituting a part thereof, and such Unit Owner shall maintain said interior surfaces in good condition at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association, but each Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. Decorating of the Common Elements (other than interior surfaces within the Units as above provided and other than of Limited Common Elements) any any redecorating of Units, to the extent such redecorating of Units is made necessary by damage to Units caused by maintenance, repair or replacement of the Common Elements by the Association shall be furnished by the

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Association as part of the common expenses. All windows forming a part of a perimeter wall of a Unit shall be cleaned and washed at the expense of the Unit Owner of that Unit. No Unit Owner shall enclose the balcony of his Unit or decorate the portions of such balcony visible from outside such Unit in any manner which detracts from the appearance of the Building, and the determination of the Board on such matters shall be final.

**XVII. ENCROACHMENTS.** If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements, or if any Unit shall actually encroach upon another Unit, as the Common Elements and Units are shown by the Plat, there shall be deemed to be mutual easements in favor of the Owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachments, so long as the same shall exist.

In interpreting deeds, mortgages, the Plat and building plans and specifications, the existing physical boundaries of a Unit or of a Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage, the Plat or building plans and specification, regardless of settling or lateral movement and regardless of minor variance between boundaries shown on the building plans and specifications or in the deed and those of the Units.

**XVIII. TRANSFER OF LIMITED COMMON ELEMENTS.** The use of Limited Common Elements may be transferred between Unit Owners having rights thereto only by the exchange of equivalent interests or by lease for a term not exceeding (1) year at their expense, provided that such transfer is made in compliance with the Act and the requirements of this Paragraph XVIII. Rights and obligations with respect to any of the Limited Common Elements shall not be affected, nor shall any transfer thereof be effective, unless such transfer is in compliance with requirements of this Paragraph XVIII. Each such transfer shall be made by an amendment to this Declaration executed by all Unit Owners who are parties to the transfer and consented to by all other Unit Owners who have any right to use the Limited Common Elements affected thereby. Such amendment shall contain a certificate showing that a copy of the amendment has been delivered to and approved in writing by the Board, and shall contain a statement from the Unit Owners involved in the transfer setting forth any reapportionment of their respective percentages of ownership in the Common Elements resulting therefrom, the aggregate sum of which percentage interests shall not thereby change. If such Unit Owners cannot agree upon such reapportionment the Board shall make such reapportionment. No such transfer shall be effective until such amendment is recorded.

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**XIX. COMBINATION OF UNITS.** A Unit may be transferred by the Owner thereof to the Owner of a Unit or Units adjacent thereto, and may be combined with such adjacent Unit or Units, and made a part thereof, for use together with such adjacent Unit or Units (thereby forming a new larger Unit), and the Common Elements affected by such transfer and combination is made in compliance with the Act and the following provisions. No rights and obligations with respect to any Unit shall be affected, no percentage of ownership in the Common Elements shall be reallocated, and no such transfer and combination shall be effective, unless the same is expressly provided for in this Paragraph XIX. The Unit Owner or Unit Owners desiring to make such transfer and combination shall make written application to the Board requesting an amendment to this Declaration (including the Plat) and containing (i) a survey of the proposed alterations of the affected Units and the affected Common Elements and, (ii) a proposed reallocation to the new Unit to be created by such proposed transfer of the percentage of interest in the Common Elements appurtenant to such affected Units. No such proposed transfer and combination shall be effective unless first approved in writing by a majority of members of the Board. If so approved by the Board, such proposed transfer and combination shall be effective upon (a) recording of an amendment to this Declaration, consistent with and reflecting said transfer and combination, and executed by the Unit Owner or Owners of the Units involved therein, together with an amended Plat, in accordance with the Act. Any expenses incurred in connection with accomplishing any such transfer and combination, as provided hereunder, including without limitation, attorneys fees, shall be paid by the Unit Owners of the Units involved, and such Unit Owners shall be jointly and severally liable for the payment thereof.

That part of the Common Elements separating and located between and exclusively serving two or more adjacent Units used together (including, without limitation, portions of any hallway and any walls), may be altered to afford ingress and egress to and from such Units and to afford privacy to the Occupants of such Units when using such Common Elements, and that part of the Common Elements so altered may be used by the Unit Owner or Owners of such Units as a licensee pursuant to a license agreement with the Association, provided (i) such alterations shall not weaken, impair, or endanger any of the Common Elements or any Unit, (ii) the Unit Owner or Owners desiring to make such alterations shall notify the Board of the nature thereof not later than ten (10) days prior to commencing work; (iii) the expense of making such alterations shall be paid in full by the Unit Owner or Owners making such alterations; (iv) such Unit Owner or Owners shall pay in full the expense of restoring such Common Elements to their condition prior to such alteration in the event such Units shall cease to be used together, as aforesaid; and (v) such alteration shall not interfere with use and enjoyment of the Common Elements (other than the aforesaid part of the Common Elements separating such adjacent Units), including without limitation, reasonable access and ingress to and from the other Units in any hallway affected by such alteration.

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**XX. USE AND OCCUPANCY RESTRICTIONS.** Subject to the provision of this Declaration and the By-Laws, no part of the Property may be used for purposes other than housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence or such other use permitted by this Declaration, and for no other purpose, except that professional and quasi-professional people may use their residence as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; or (c) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, the garage, storage areas, and other areas designed for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operations of the Common Elements shall not be obstructed, damaged or unreasonably interfered with any Unit Owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part of or all of said Common Elements.

Without limiting the generality of the foregoing provisions of this Paragraph XX, use of the Property by the Unit Owners shall be subject to the following restrictions:

(a) Nothing shall be stored in or upon the Common Elements without prior consent of the Board except in storage areas or as otherwise herein expressly provided;

(b) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in or on the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which will be in violation of any law;

(c) No waste shall be committed in or on the Common Elements;

(d) Each Unit Owner shall keep and maintain the interior of his Unit in good condition and repair, including all appliances, the entire air conditioning system (including compressors, ducts and vents) serving the Unit (whether the same is inside or outside the Unit), and all electrical systems, water lines and other fixtures located within the Unit;

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(e) Not more than two (2) animals having an aggregate weight of not more than twenty-five (25) pounds (including, but without limitation, dogs and cats) shall be kept within any Unit or on the Property, except for small birds (which must be kept in cages) and fish; provided, however, no Unit Owner or Occupant shall keep or breed small birds or fish for commercial purposes within any Unit or on the Property.

(f) Each Unit Owner shall provide and maintain garbage and trash receptacles as may be directed by the Board, and all garbage and trash shall be kept in said receptacles;

(g) No Unit Owner or Occupant shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated a phonograph, radio or television loudspeaker in any Unit or on the Property between the hours of 11:00 o'clock p.m. and the following 9:00 a.m., if the same may tend to disturb or annoy other Occupants of the Buildings nor shall any Occupant or Unit Owner commit or permit any nuisance, or immoral or illegal act in his Unit or on the Property;

(h) Subject to Declarant's rights under the Paragraph V(e) of this Declaration, no sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Board or the written consent of the Managing Agent acting in accord with the Board's direction;

(i) No noxious or offensive activity shall be carried on in any Unit or on or in the Common Elements nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit Owners;

(j) Except as expressly provided hereinabove, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board;

(k) No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Building or any portion thereof;

(l) Outdoor drying of clothes, bedding or similar items shall not be permitted;

(m) Parking of vehicles in driveways and parking areas shall be subject to the rules and regulations of the Board applicable thereto;

(n) Except within individual Units, no planting, transplanting or gardening shall be done and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board;

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(o) No laundry washing machine, whether portable or permanent may be installed in any Unit except in lieu of a second kitchen.

(p) Motorcycles, motor bikes motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation, it being intended that said vehicles shall not be operated within the Property so as to annoy or disturb persons or endanger persons or property.

(q) No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which is a source of annoyance to residents or which intereferes with the peaceful possession and proper use of the Property by its residents. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or of the Common Elements which will increase the premium rate of casualty or liability insurance upon those portions of the Property insured by the Association, except with the express approval of the Association.

(r) No immoral, improper, offensive or unlawful use shall be made of the Property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having justification shall be observed. The respective responsibilities of Unit Owners and the Association of complying with the requirements of governmental bodies which require maintenance, modification or repair of the Property shall be the same as hereinabove provided for the maintenance and repair of that portion for the Property subject to such requirements;

(s) Neither the Board nor the Association shall take or permit to be taken any action that unlawfully discriminates against one or more Unit Owners.

**XXI. REMEDIES.** In the event of any violation of the provisions of the Act, Declaration, By-Laws or rules and regulations of the Board or Association by any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) the Association, or its successors or assigns, or the Board, or its agent, shall have each and all of the rights and remedies which may be provided for in the Condominium Act, Declaration, By-Laws, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the maximum lawful rate per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for non-payment of his respective share of the common expenses, upon the Unit and Ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located

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elsewhere on the Property; provided, however, that such lien shall be subordinate to the lien of a prior, recorded first Mortgage on the interest of such Unit Owner, except for the amount of the proportionate share of said common expenses which become due and payable from and after the date on which the said Mortgagee either takes possession of the Unit, or accepts a conveyance of any interest therein through a deed in lieu of foreclosure or through foreclosure of its mortgage. This paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of record of Mortgages against Units.

In the event of any such default by any Owner, the Board and the manager of Managing Agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to any other rights provided for in this Declaration, (a) to enter upon the Unit, or any portion of the property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity the continuance of any breach; or (c) to take possession of such Unit Owner's interest in the property and to maintain an action for possession of such Unit in the manner provided by law.

XXII. AMENDMENT. The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission and signed and acknowledged by Unit Owners owning not less than seventy-five percent (75%) of the total ownership of Common Elements; provided, however, that all Mortgagees of record have been notified by certified mail of such change, modification or rescission, and an affidavit by the secretary of the Association certifying to such mailing is made a part of such instrument. The percentage ownership of the Common Elements provided for in this Declaration shall not be amended or modified without the consent of all Unit Owners and of all Mortgagees.

However, if the Act, the Declaration or the By-Laws require the consent or agreement of all Unit Owners or of all Mortgagees for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all the Unit Owners or all Mortgagees or both as required by the Act or this Declaration.

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Declarant shall have the authority, without the joinder or consent of any other party including specifically but not by way of limitation, a Unit Owner or Mortgagee of a unit, to make any amendment of this Declaration necessary to clarify any apparently conflicting provisions hereof and/or to correct any mistakes or errors of a clerical nature resulting from typographical or similar errors.

Any change, modification or rescission, whether accomplished under any one or more of the provisions of the preceding paragraphs, shall be effective upon filing of such instrument in the Conveyance Office for the Parish of Jefferson, Louisiana; provided, however, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

XXIII. NOTICES. Notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to the Association or Board, or to any Unit Owner, as the case may be, at 2509 Giuffrias Street or 2500 Manson Avenue, Metairie, Louisiana 70001 or at such other address as hereinafter provided. The Association or Board or any Unit Owner may designate a different address or addresses for notices to them, respectively, by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

Upon written request to the Association, the holder of any recorded Mortgage encumbering any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit is subject to such Mortgage.

XXIV. SEVERABILITY. If any provision of the Declaration or By-Laws, or any section, sentence, clause, phrase, word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the By-Laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration or the By-Laws shall be construed as if such invalid part was never included therein.

XXV. RIGHTS AND OBLIGATIONS. Each grantee of the Declarant, by the acceptance of the deed of conveyance from the Declarant, accepts the same subject to all restrictions, conditions, covenants, restrictions, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such grantee in like

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manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

XXVI. PRIOR MORTGAGE'S APPROVAL. The prior written approval of each holder of a first Mortgage, or equivalent security interest, in Units in the Condominium will be required for each of the following:

(a) The abandonment or termination of the Condominium except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a total taking by condemnation or eminent domain.

(b) Any material amendment to the Declaration or to the By-Laws of the Association, including, but not limited to, any amendment which would change the percentage interests of the Unit Owners in the Common Elements; and

(c) Partition or subdivision of any Unit;

(d) Abandonment, partition, sale, transfer or encumbrance of all or any part of the Common Elements through act or omission. Provided, however, the granting of easements or servitudes for public utilities or other public purposes connected with the intended use of the Common Elements by the Unit Owners shall not be deemed a transfer within the meaning of this clause.

(e) Use hazard insurance proceeds for losses to any condominium property (whether to Units or Common Elements) for other than the repair, replacement or reconstruction of such condominium property, except as provided by the Act in case of substantial destruction of the Units and/or the Common Elements.

XXVII. LEASES. With the exception of a lender in possession of a Condominium Unit following a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease his Unit for transient or hotel purposes. No Unit Owner may lease less than the entire Unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the By-Laws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

XXVIII. MORTGAGEE'S RIGHTS. Any institutional or corporate holder of a first Mortgage on a Unit in the Property will, upon request, be entitled to:

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(a) Inspect the books and records of the Condominium during normal business hours.

(b) Receive an annual audited financial statement of the Condominium within ninety (90) days following the end of any fiscal year of the Association; and

(c) Receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

(d) Receive written notice of any default on the part of a Unit Owner, where Unit is encumbered by its Mortgage under the Declaration, the By-Laws or other rules and regulations of the Association if not cured within sixty (60) days.

XXIX. DAMAGE OR DESTRUCTION. In any event of substantial damage to or destruction of any Unit or any part of the Common Elements, the holder of any Mortgage on a Unit will be entitled to timely written notice of any such damage or destruction.

XXX. EMINENT DOMAIN. If all or any part of the 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 and each Unit Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Unit Owners and to all Mortgagees known to the Association to have an interest in any Unit. The expense of participation in such proceedings by the Association shall be borne by the Association. The Association is specifically authorized to obtain and pay for such assistance from 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. All damages or awards for such taking shall be deposited with the Association and such damages or awards shall be applied as provided 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 proceedings. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Unit Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Unit Owner and first Mortgagees, if any, as their interest may appear in proportion to their percentage ownership interest in the Common Elements to be applied or paid as set forth in the attached Exhibit "E" unless restoration takes place as herein provided. If it deems advisable, the Board may call a meeting of the Unit Owners at which meeting the Unit Owners, by a majority vote, shall decide whether to or not to replace or restore as far as the Common Elements so taken or damaged. In the event it is

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determined that the Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Plat attached hereto shall be duly amended by an instrument executed by the Association on behalf of the Unit Owners. In the event such eminent domain proceeding results in the taking of or damages to one (1) or more, but less than sixty-six and two-thirds percent (66-2/3%) of the total number of Units, then the damages and awards for such taking shall be determined for each Unit and the following shall apply:

(a) the Association shall determine which of the Units damaged by such taking may be made tenantable for the purposes set forth in the Declaration, taking into account the nature of this Condominium and the reduced size of each Unit so damaged.

(b) The Association shall determine whether it is reasonably practical to operate the remaining Units of the Condominium including those damaged Units which may be tenantable, as a condominium in the manner provided in this Declaration.

(c) In the event the Association determines it is not reasonably practical to operate the undamaged Units and the damaged Units which can be made tenantable, then the Property shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Unit Owners, as owners in indivision, in the percentage ownership interest previously owned by each Unit Owner in the Common Elements.

(d) In the event the Association determines it will be reasonably practical 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, and the award made shall be paid as set forth in Exhibit "E" of the Declaration and the remaining portion of such Units, if any, shall become a part of the Common Elements. Upon payment of such award for the account of such Unit Owner as provided herein, such Unit shall no longer be susceptible of independent ownership as a part of the Property and the percentage ownership interest in the Common Elements appurtenant to each remaining Unit which shall continue as a part of the Property shall be equitably adjusted to distribute the ownership of the undivided interest in the Common Elements among the reduced number of Unit Owners. If the entire Property is taken, or sixty-six and two-thirds percent (66-2/3%) or more of the Units are taken or damaged by such taking, all damages and awards shall be paid to or for the accounts of the Unit Owners of Units or their first Mortgage; if any, as their interests may appear, as provided herein, in proportion to their percentage ownership interests in the Common Elements; and this Condominium Regime shall terminate upon such payment. Upon such termination, the Property shall be owned in undivided interest by all Unit Owners in the percentage ownership interest previously owned by each Unit Owner in the Common Elements.

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Any damages or awards provided in this paragraph shall be paid to or for the account of any Unit Owner and first Mortgagee, if any, as their interests may appear.

XXXI. FIDELITY COVERAGE. The Association shall maintain adequate fidelity coverage to protect against dishonest acts by its officers, directors and employees who are responsible for handling Association funds. Said coverage shall name the Association as obligee, be written in an amount of at least one hundred fifty (150%) per cent of the estimated annual operating budget, contain waivers of any defense based on exclusion of employees who serve without compensation, and shall not be cancelled or substantially modified without at least thirty (30) days' notice to all first Mortgagees of record.

IN WITNESS WHEREOF, Declarant has executed this Condominium Declaration in the presence of the undersigned witnesses, both persons of full age and competency and me, Notary, after due reading of the whole, on the date and at the place set forth hereinabove.

WITNESSES:

DECLARANT

WOODRIDGE CONDOMINIUMS, INC.

Bonnie B. Anderson  
Cynthia Z. Hill

BY: [Signature]  
STREUBY L. DRUMM, JR.,  
President

[Signature]  
NOTARY PUBLIC

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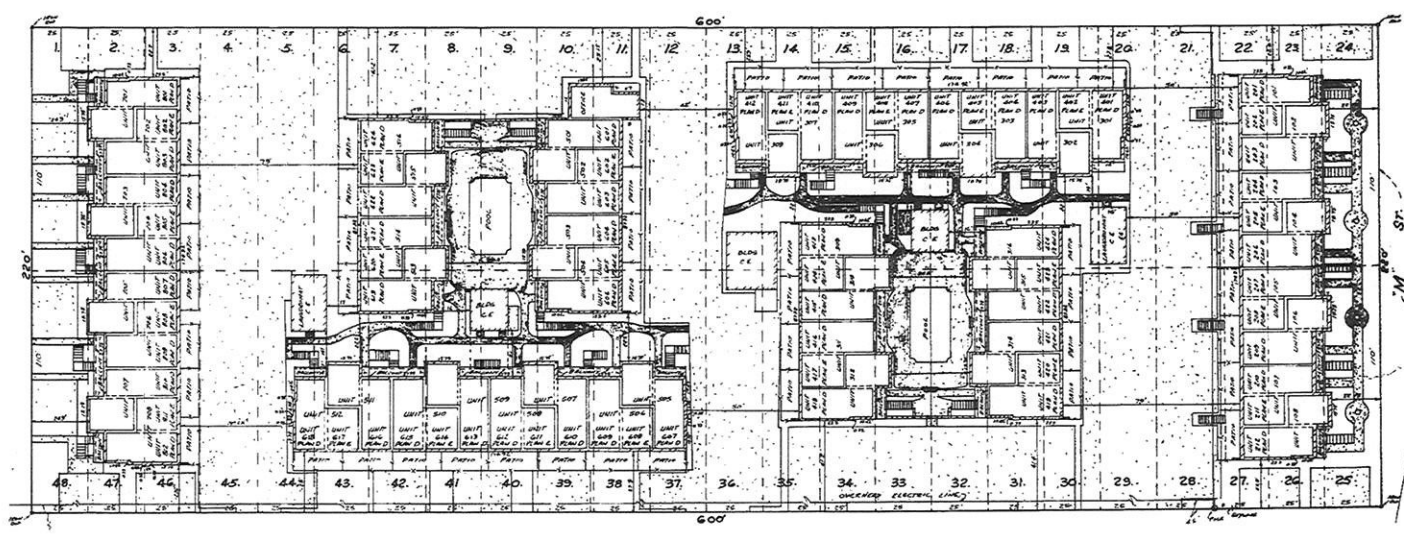
A CERTAIN PORTION OF GROUND, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that subdivision known as PONTE VISTA, all as per map of said subdivision made by Adloe Orr, Civil Engineer, dated November 9, 1925, on record in the Office of the Clerk of Court for the Parish of Jefferson in Book of Plans 9, folio 7, said property being designated as LOTS 1 THROUGH 48, both inclusive, of SQUARE 39, which said lots constitute the entire square, said square being bounded by Manson Avenue, L Street, Giuffrias Avenue and M Street. The aforesaid Lots 1 through 48, both inclusive, of Square 39, being the entire square of said property, are more fully shown on a survey made by Richard T. Dading, Registered Land Surveyor, dated October 15, 1981, according to which said property measures 600 feet front on Manson Avenue, a depth and front on L Street of 220 feet, a depth and front on M Street of 220 feet, and a frontage of 600 feet on Giuffrias Avenue.

EXHIBIT "A-1"

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SQUARE 39  
PONTE VISTA  
JEFFERSON PARISH, LA

GIUFFRIAS AVE.



MAILLON AVE.

- NOTES:
- ELEVATIONS ARE SHOWN TO CORNER OF FINISH TO MEAN SEA LEVEL UNLESS NOTED
  - C.C. - COMMON ELEMENTS L.C.E. - LIMITED COMMON ELEMENTS
  - WIDTH AND DEPTH OF DRIVEWAY ARE INDICATED FROM THE INSIDE SURFACE (AT RIGHT ANGLES) OF SHEET ROCK WALLS. ALL DIMENSIONS ARE SHOWN
  - DRIVEWAY ASSESSMENT FEE SHALL BE DETERMINED BY THE ENGINEER
  - BALCONIES AND PATIOS ARE LIMITED COMMON ELEMENTS
  - THIS FLOOR PLAN IS CONFORMANT WITH THE APPLICABLE CODES AND ORDINANCES
  - UNIT MEANS A PART OF THE CONDOMINIUM PROPERTY SUBJECT TO INDIVIDUAL INTERESTS IN A UNIT, INCLUDING THE SPACE ONLY WHICH INCLUDES ONLY ACCESSORY PARTS AND OCCASIONALLY AT THE DISCRETION OF THE CONDOMINIUM DECLARATION
  - COMMON ELEMENTS MEANS THE PORTION OF THE CONDOMINIUM PROPERTY NOT A PART OF THE INDIVIDUAL UNITS, OR THAT WHICH IS NOT A PART OF THE UNITS, INCLUDING THE COMMON COURTYARD, DRIVEWAYS, WALKWAYS AND ALL STRUCTURAL STRUCTURES, THEREOF, THE BUILDING INSULATION OR CENTRAL SERVICE TOWER AT POWER, LIGHT, GAS, HOT AND COLD WATER, HEATING AND AIR CONDITIONING
  - LIMITED COMMON ELEMENTS MEANS THOSE COMMON ELEMENTS DESIGNATED IN THE CONDOMINIUM DECLARATION FOR THE EXCLUSIVE USE OF A CERTAIN UNIT OR UNITS
  - REFERABLE BENCHMARK: JEFFERSON PARISH DISTRICT BENCHMARK AT 10.25' ELEVATION + 1750' CORNER DATUM

SURVEY SCALE 1" = 20'



DEPOSED 15.100  
SURVEY CREDENTIAL CHECKED  
BY [Signature]  
REGISTERED LAND SURVEYOR



THE WOODRIDGE CONDOMINIUMS

NO. 17-20 PROJECT

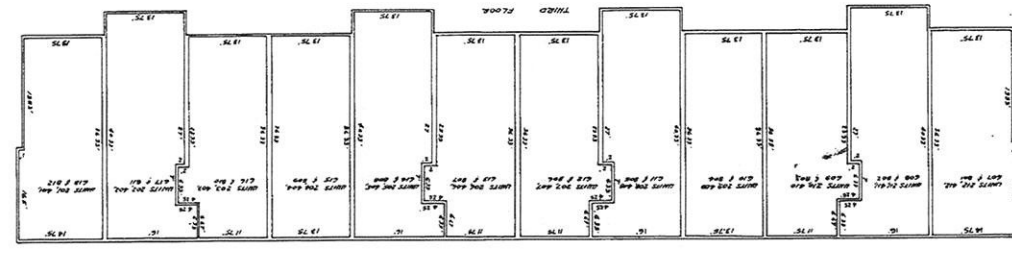
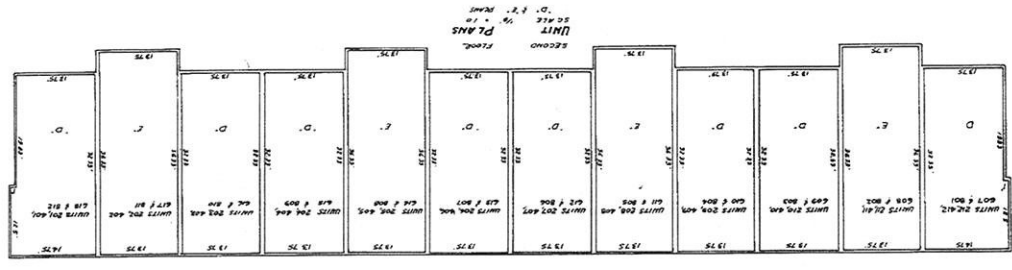
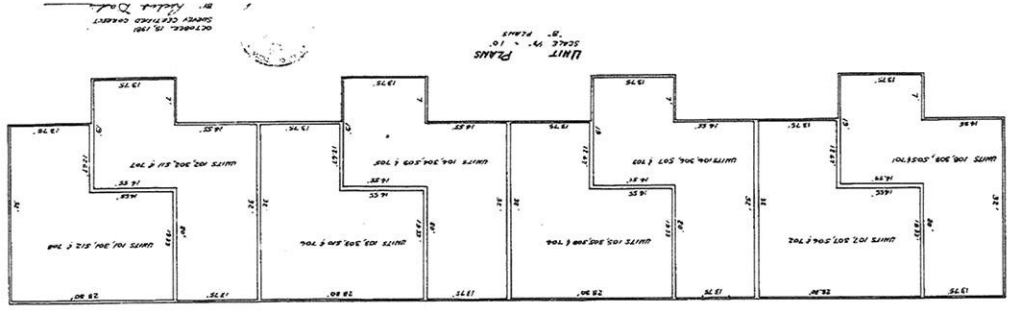
NO. 17-20

MANDLE SURVEYING, INC.

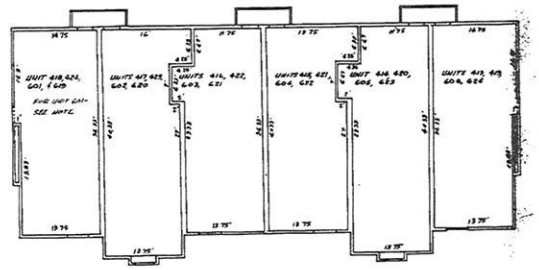
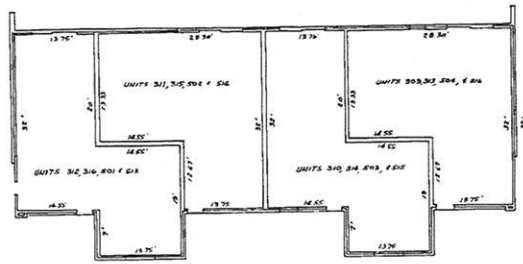
P.O. BOX 533

INTERSTATE 170

EXHIBIT A

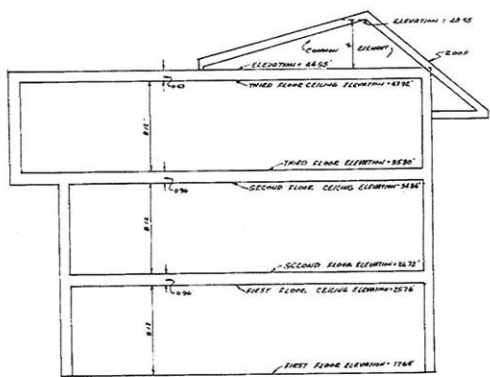


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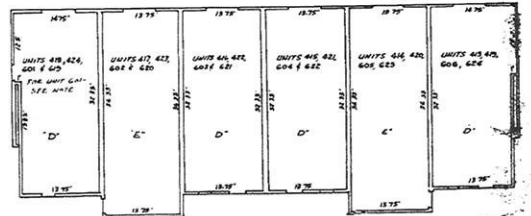


UNIT PLANS  
SCALE: 1/8" = 1'-0"  
PLANS

THIRD FLOOR



SECTION  
SCALE: 1" = 4'



UNIT PLANS  
SCALE: 1/8" = 1'-0"  
PLANS

NOTE: UNIT 511 DOES NOT HAVE THE 1" X 12" (VERTICAL) AND THE 1" X 12" (HORIZONTAL) DIMENSIONS OUT TO ADJOINING OFFICE CONSTRUCTION.

OCTOBER 10, 1980  
SWEET CONSULTING COMPANY  
BY: [Signature]  
REGISTERED LAND SURVEYOR

|                           |                          |
|---------------------------|--------------------------|
| THE HARRISON CONDOMINIUMS |                          |
| SCALE: 1/8" = 1'-0"       | DATE: 10-10-80           |
| BY: [Signature]           | PROJECT NO. [Number]     |
| MARBLE SURVEYING, INC.    | REGISTERED LAND SURVEYOR |



*Attachment*

997924

ARTICLES OF INCORPORATION  
OF  
THE WOODRIDGE CONDOMINIUM ASSOCIATION, INC.  
STATE OF LOUISIANA  
PARISH OF ORLEANS

BE IT KNOWN, on this 30th day of December, 1981, personally came and appeared before me, the undersigned Notary Public, the several subscribers hereto, each of the full age of majority, who declared to me, in the presence of the undersigned competent witnesses, that, availing themselves of the provisions of the Louisiana Business Corporations Law, relative to non-profit corporations (La. R.S. 12:201 et seq), they do hereby organize themselves, their successors and assigns, into a corporation in pursuance of that law, under and in accordance with the following articles of incorporation:

ARTICLE I

NAME

The name of the corporation shall be THE WOODRIDGE CONDOMINIUM ASSOCIATION, INC.

ARTICLE II

DEFINITIONS

As used in these Articles of Incorporation, unless the context otherwise requires:

- A. Association means the corporation created by these Articles of Incorporation.
- B. Condominium refers to the immovable property and improvements thereon described on Exhibit "A" and the legal status thereof imposed by the establishment of a condominium regime affecting them.
- C. Condominium Unit means a condominium parcel susceptible of private ownership.

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- D. Declaration of Condominium, an instrument in conformity with the provisions of La.-R.S. 9:1121, et seq. executed and registered for the purpose of establishing the condominium form of ownership upon the immovable property and improvements thereon described in Exhibit "A".
- E. Member or Members means the Owner or Owners of individual Condominium Units in the Condominium who, by virtue of these Articles of Incorporation are members of the Corporation.
- G. Owner or Owners means the owner of individual Condominium Units in the Condominium.

All other words or phrases shall have the meanings ascribed to them in the Declaration of Condominium.

### ARTICLE III

#### PURPOSE

The Association is organized for the purpose of operating and managing the Condominium for the use and benefit of the Unit Owners.

### ARTICLE IV

#### POWERS

- A. To operate and manage the condominium for the use and benefit of the Owners of the Condominium Units as the agent of said Owners.
- B. To carry out all of the powers and duties vested in it pursuant to the Declaration of Condominium affecting the property described on Exhibit "A".
- C. The Association shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to or conferred upon non-profit corporations by the Louisiana Corporation Law, La. R.S. 12:201, et seq.
- D. The Association shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to or conferred upon corporations of a similar character by the provisions of La.-R.S. 9:1121, et seq. entitled "The Louisiana Condominium Law" as now or hereafter in force.
- E. All of the powers of this Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium together with its supporting documents which govern the use of the Condominium to be operated and administered by this Association.

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ARTICLE V

MEMBERSHIP

The qualification of members, the manner of their admission and voting by members shall be as follows:

- A. This Association shall be organized without any capital stock.
- B. All Unit Owners of condominium parcels in the Condominium shall be members of the Corporation, and no other person or other entities shall be entitled to membership.
- C. After the Declaration of Condominium has been registered, persons shall become members of the Association by the recording in the Conveyance records of the Parish of Jefferson, State of Louisiana, of a deed or other instrument establishing a change of record title to a Unit and the delivery to the Association of a certified copy of such instrument, the new owner designated by such instrument thereby becoming a member of the Association, and the membership of the prior owner shall at that time be terminated.
- D. The interest of any member in any part of the Condominium or in the funds and assets of the Association cannot be conveyed, assigned, mortgaged, hypothecated or transferred in any manner, except as an appurtenance to his condominium parcel.
- E. Voting by the members of the Association in the affairs of the Association shall be on the following basis:

The aggregate number of votes for all Unit Owners shall be one hundred (100), and shall be divided among the respective unit owners in accordance with their respective percentages of ownership interest in the common elements. If any Unit Owner consists of more than one person, the voting rights of such unit owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner.

Voting rights shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws of the Association.

ARTICLE VI

CORPORATE EXISTENCE

This Association shall continue to exist so long as the Condominium shall be in existence.

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SECTION 5. Removal. Any director may be removed from office for cause by the vote of two-thirds (2/3) of the total undivided ownership of the Common Elements. Failure to attend three consecutive meetings of the Board shall be deemed to be cause for removal.

SECTION 6. Compensation. Directors shall receive no compensation for their services as directors unless expressly provided for in resolutions duly adopted by a majority of the Unit Owners.

SECTION 7. Quorum. Two (2) directors shall constitute a quorum.

SECTION 8. Powers and Duties. The Board shall have the following powers and duties:

- (a) to elect and remove the officers of the Association as hereinafter provided.
- (b) to administer the affairs of the Association and the Property.
- (c) to engage the services of an agent (hereinafter sometimes called the "Managing Agent"), to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Unit Owners upon such terms and for such compensation and with such authority as the Board may approve; provided however that the First Board appointed as provided herein shall have authority to ratify and approve a management agreement between the Association and a Management Corporation which may be a corporation related to the Declarant, to act as Managing Agent for the Property subject, however, to the requirements of the Condominium Declaration.
- (d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;
- (e) to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;
- (f) to impose the charges for late payment of assessments and levy such fines for violation of the declaration, by-laws and rules and regulations of the association as shall be established pursuant to Article IV, Section 8 hereof.
- (g) to provide for the maintenance, repair, and replacement of the Common Elements and payment therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or Managing Agent;

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Marguerite Watson

Suite 2145, 1250 Poydras  
New Orleans, LA 70113

Secretary/Treasurer

ARTICLE X

INCORPORATOR

The following is the original incorporator and subscriber of the Articles of Incorporation of this Association.

NAME

ADDRESS

Streuby L. Drumm, Jr.

Suite 2145, 1250 Poydras Street  
New Orleans, LA 70113

ARTICLE XI

BY-LAWS

The By-Laws of the Association shall be adopted by the first Board of Directors. The amendment, alteration or rescission of the By-Laws shall be by the Board of Directors, subject to the approval of not less than seventy-five (75%) percent of the Unit Owners as provided in Article V hereof.

ARTICLE XII

AMENDMENTS TO ARTICLES OF INCORPORATION

SECTION 1. The Articles of Incorporation may be amended by the members at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by a majority of the members of the Board of Directors and by not less than seventy-five (75%) percent of the Unit Owners as provided in Article V hereof. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

SECTION 2. No amendment to the Articles of Incorporation which in any way changes the percentage of ownership owned by any member of a condominium parcel in the common elements of the Condominium, or which in any way changes or modifies the voting rights of any member, or which in any way modifies the percentage of the assessment to be levied against any member for the operation and maintenance of the limited common elements or common elements of the Condomi-

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nium may be made without the written approval of one hundred (100%) per cent of the members.

SECTION 3. No amendment to the Articles of Incorporation shall be effective until the same has been recorded with the Secretary of State of the State of Louisiana and the Recorder of Mortgages for the Parish of Jefferson, State of Louisiana.

ARTICLE XIII

ASSESSMENTS AND FUNDS

- A. All assessments paid by the owners of condominium parcels for the maintenance and operation of the Condominium, shall be utilized by the Association to pay for the cost of said maintenance and operation. The Association shall have no interest in any funds received by it through assessments from the owners of individual condominium parcels except to the extent necessary to carry out the powers vested in it as agent for said members.
- B. The Association shall make no distribution of income to its members, directors or officers, and it shall be conducted as a non-profit corporation.
- C. Any funds held by the Association from its receipts, over and above its common expenses, shall be known as the common surplus of the Association and the same shall be held for the use and benefit of the members in proportion to the percentage of their ownership in the limited and general common elements of the Condominium.
- D. Upon termination of the Condominium and dissolution or final liquidation of this Association, the distribution to the members of this Association of the common surplus in proportion to the percentage of their ownership in the common elements shall not constitute or be deemed to be a dividend or distribution of income.

ARTICLE XIV

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases

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wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

THUS DONE AND SIGNED at my office in the City, Parish and State aforesaid, on the day, month and year set forth above, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

INCORPORATOR

\_\_\_\_\_  
\_\_\_\_\_  
STREUBY L. DRUMM, JR.

\_\_\_\_\_  
NOTARY PUBLIC

**997924**

A CERTAIN PORTION OF GROUND, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that subdivision known as PONTE VISTA, all as per map of said subdivision made by Adloe Orr, Civil Engineer, dated November 9, 1925, on record in the Office of the Clerk of Court for the Parish of Jefferson in Book of Plans 9, folio 7, said property being designated as LOTS 1 THROUGH 48, both inclusive, of SQUARE 39, which said lots constitute the entire square, said square being bounded by Manson Avenue, L Street, Giuffrias Avenue and M Street. The aforesaid Lots 1 through 48, both inclusive, of Square 39, being the entire square of said property, are more fully shown on a survey made by Richard T. Dading, Registered Land Surveyor, dated October 15, 1981, according to which said property measures 600 feet front on Manson Avenue, a depth and front on L Street of 220 feet, a depth and front on M Street of 220 feet, and a frontage of 600 feet on Giuffrias Avenue.

EXHIBIT "A"



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BY-LAWS  
OF  
THE WOODRIDGE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I  
MEMBERS - (UNIT OWNERS)

SECTION 1. Eligibility. The Members of THE WOODRIDGE CONDOMINIUM ASSOCIATION, INC., a Louisiana non-profit corporation, shall consist of the respective Unit Owners of the Property known as located at 2509 Giuffrias Street and 2500 Manson Avenue, Metairie, Louisiana 70001 in accordance with the respective percentages of ownership interest in the Common Elements of the Property owned by the Unit Owners (these and other terms are used in these By-Laws as they are defined in the Declaration Creating and Establishing Condominium Property Regime, which Declaration is registered in the Conveyance records of the Parish of Jefferson, State of Louisiana. The word "Member": or "Members" as are used in these By-Laws means and shall refer to "Unit Owner" or "Unit Owners" as the case may be, as defined in the Declaration). If a Unit Owner is a corporation or partnership, the member may be an officer, partner or employee of such Unit Owner.

SECTION 2. Succession. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interests.

SECTION 3. Regular Meetings. The first regular annual meeting of the Unit Owners (the "First Meeting") may be held, subject to the terms hereof, on any date at the option of the Board provided however, that said First Meeting shall be held not less than thirty (30) days and not more than one hundred and twenty (120) days after the earlier to occur of January 1, 1982, or the date on which the Declarant has sold and delivered its deed for at least 51% of the Units. For purposes of this provision, 51% of the Units shall mean Units which correspond in the aggregate to 51% of the undivided ownership of the Common Elements as set forth in Exhibit E of the Declaration. Subsequent to the First Meeting, there shall be a regular annual meeting of the Unit Owners held each year on a date which is within thirty (30) days of the anniversary of the First Meeting. All such Meetings of the Unit Owners shall begin at 7:30 p.m. and shall be held at such place in Jefferson Parish, Louisiana and on such date as may be specified in a written notice of the meeting which shall be given to all Unit Owners at least ten (10) days prior to the date of such meeting.

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SECTION 4 Special Meetings. Special meetings of the Unit Owners may be called by the President or by a majority of the directors of the Board or by Unit Owners having at least two-fifths (2/5) of the votes entitled to vote at such meetings. Said special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days prior to the date of said meetings, stating the date, time and place of said special meeting and the matters to be considered.

SECTION 5. Delivery of Notice of Meetings. Notices of any meetings may be delivered either personally or by mail to a Unit Owner at the address given to the Board by said Unit Owner for such purpose, or to the Unit Owner's Unit, if no address for such purpose has been given to the Board.

SECTION 6. Voting. The aggregate number of votes for all Unit Owners shall be one hundred (100) and shall be divided among the respective Unit Owners, in accordance with their respective percentages of ownership interest in the Common Elements. If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. The Declarant may exercise the voting rights with respect to Units owned by it.

SECTION 7. Quorum. A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting.

SECTION 8. Proxies. A Unit Owner may vote by proxy at any meeting of Unit Owners, provided such proxy is in writing and signed by the Unit Owner or his duly authorized attorney-in-fact. All such proxies shall be filed with the Secretary and shall be retained in the records of the Association.

## ARTICLE II

### BOARD OF DIRECTORS

SECTION 1. Number, Election and Term of Office. The Board of Directors of the Association (referred to herein as the "Board") shall consist of three (3) members (hereinafter referred to as "Directors"). Directors shall be elected at the regular annual meeting of Association members by the vote of Unit Owners, except that the directors listed in the Articles of Incorporation of the Association (hereinafter called "members of the First Board") shall be appointed by the Declarant. Those candidates for election as director receiving the greatest percentage of votes cast either in person or by proxy at the meeting shall be elected. Subject to the provisions of the

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last three sentences of this paragraph, the members of the First Board shall serve until the First meeting. At such meeting a new Board consisting of three (3) directors shall be elected by the Unit Owners; one (1) member of such Board shall hold office for a term of one year and until his successor shall be elected and qualified, and one other member of such board shall hold office for a term of two years and until his successor shall be elected and qualified, and one (1) other member of such board shall hold office for a term of three years and until his successor shall be elected and qualified. Thereafter every director shall hold office for the term of three years and until his successor shall be elected and qualified. Upon the sale by the Declarant of Units which correspond in the aggregate to 51% of the undivided ownership of the Common Elements as set forth in Exhibit E of the Declaration, Unit Owners other than Declarant shall be entitled to elect one director at a regular or special meeting of the members and simultaneously with the election of such Director one (1) member of the First Board to be selected by Declarant shall resign. Upon the sale by the Declarant of Units which correspond in the aggregate to 75% of the undivided ownership of the Common Elements as set forth in Exhibit E of the Declaration, Unit Owners other than Declarant shall be entitled to elect one (1) additional director at a regular or special meeting of the members, and simultaneously with the election of such director one (1) additional member of the First Board selected by Declarant shall resign. In no event shall Declarant's (the First Board's) control extend beyond December 31, 1983.

SECTION 2. Qualification. Except for members of the First Board, each director shall be a Unit Owner or the spouse of a Unit Owner (or if a Unit Owner is a trustee of a trust, a director may be a beneficiary of such trust, and if a Unit Owner or beneficiary is a corporation or partnership, a director may be an officer, partner or employee of such Unit Owner or beneficiary). If a director shall cease to meet such qualifications during his term he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

SECTION 3. Vacancies. Any vacancy occurring in the Board shall be filled by a majority vote of the remaining members thereof, except that a vacant position on the board which was last filled by a member of the First Board may be filled by a person appointed by the Declarant. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director whom he succeeds.

SECTION 4. Meetings. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Unit Owners. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each director, delivered personally or by mail or telegram. Any director may waive notice of a meeting or consent to the holding of a meeting without notice or consent to any action proposed to be taken by the Board without a meeting. A director's attendance at a meeting shall be considered his waiver of notice of said meeting.

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SECTION 5. Removal. Any director may be removed from office for cause by the vote of two-thirds (2/3) of the total undivided ownership of the Common Elements. Failure to attend three consecutive meetings of the Board shall be deemed to be cause for removal.

SECTION 6. Compensation. Directors shall receive no compensation for their services as directors unless expressly provided for in resolutions duly adopted by a majority of the Unit Owners.

SECTION 7. Quorum. Two (2) directors shall constitute a quorum.

SECTION 8. Powers and Duties. The Board shall have the following powers and duties:

(a) to elect and remove the officers of the Association as hereinafter provided.

(b) to administer the affairs of the Association and the Property.

(c) to engage the services of an agent (hereinafter sometimes called the "Managing Agent"), to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Unit Owners upon such terms and for such compensation and with such authority as the Board may approve; provided however that the First Board appointed as provided herein shall have authority to ratify and approve a management agreement between the Association and a Management Corporation which may be a corporation related to the Declarant, to act as Managing Agent for the Property subject, however, to the requirements of the Condominium Declaration.

(d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;

(e) to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;

(f) to impose the charges for late payment of assessments and levy such fines for violation of the declaration, by-laws and rules and regulations of the association as shall be established pursuant to Article IV, Section 8 hereof.

(g) to provide for the maintenance, repair, and replacement of the Common Elements and payment therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or Managing Agent;

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(h) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the service of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);

(i) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;

(j) To determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

(k) to enter into any lease or purchase agreement for the lease or purchase of premises suitable for use as custodian apartments, upon such terms as the Board may approve;

(l) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Unit Owners (as said majority is defined in the Declaration), as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;

(m) To enter into such contracts and agreements relating to the providing of maintenance, management and operational services outside the Property and for the providing of heated and pumped domestic water to improve on the Property as the Board may deem advisable;

(n) to enter into such leases of portions of the Common Elements as the Board may deem advisable; and

(o) to exercise all other powers and duties of the Association of Unit Owners, and all powers and duties of the Board of Directors referred to in the Declaration.

SECTION 9. Non-Delegation. Nothing in this Article or elsewhere in these By-Laws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which have been reserved or retained by the Declarant, or which, by law, have been delegated to the Unit Owners.

### ARTICLE III

#### OFFICERS

SECTION 1. Designation. At each regular annual meeting of the Board, the directors present at said meeting shall elect the following officers of the Association by a majority vote:

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(a) a President who shall be a director and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association;

(b) a Secretary who shall keep the minutes of all meetings of the Board and of the Unit Owners and who shall in general perform all the duties incident to the office of Secretary and who may be a representative of the Managing Agent;

(c) a Treasurer who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; and

(d) such additional officers as the Board shall see fit to elect.

SECTION 2. Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

SECTION 3. Term of Office. Each officer shall hold office for the term, of one year and until his successor shall have been appointed or elected and qualified.

SECTION 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of the Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by vote of two-thirds (2/3) of the total membership of the Board at a special meeting thereof.

SECTION 5. Compensation. The officers shall receive no compensation for their services as officers unless expressly provided for in a resolution duly adopted by a majority of the Unit Owners.

#### ARTICLE IV

#### ASSESSMENTS

SECTION 1. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget for the year including but not limited to salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs

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replacements, landscaping, insurance, fuel, power, and all other common elements. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall also take into account the estimated net available cash income for the year from the lease, operation or use of the Common Elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board. The annual budget shall not require an assessment of Unit Owners for common expenses in an amount exceeding one hundred fifteen percent (115%) of the common expenses for the preceding year unless such budget is approved by a majority vote of Unit Owners.

SECTION 2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner, not later than thirty (30) days prior to the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the Common Expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with his respective ownership interest in the Common Elements as set forth in Exhibit E of the Declaration. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year or shall be delayed in doing so each Unit Owner shall continue to pay each month the amount of his respective monthly assessment at last determined. Each Unit Owner shall pay his monthly assessment on or before the first day of each month to the Managing Agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his assessment by abandoning or not using his Unit, the Common Elements, or the Limited Common Elements.

SECTION 3. Partial Year or Month. For the first fiscal year, the annual budget shall be as approved by the First Board. If such first fiscal year or any succeeding fiscal year, shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date that a Unit Owner acquires ownership of his Unit, each Unit Owner shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be computed by the Board.

SECTION 4. Annual Budget. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner a statement for each year so

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ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

SECTION 5. Supplemental Budget. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made on each Unit Owner for his proportionate share of each supplemental budget.

SECTION 6. Expenditures. Except for the Management Agreement described in Exhibit II, Section 8(c) hereof and expenditures and contracts specifically authorized by the Declaration and By-Laws, the Board shall not approve any expenditure in excess of Five Thousand Dollars (\$5,000), unless required for emergency repair, protection or operation of the Common Elements or Limited Common Elements, nor enter any contract for more than five (5) years without the prior approval of two-thirds (2/3) of the total ownership of the Common Elements.

SECTION 7. Lien. It shall be the duty of every Unit Owner to pay his proportionate share of the common expenses, as provided in the Declaration, and as assessed in the manner herein provided.

If any Unit Owner shall fail or refuse to make such payment of the Common Expenses when due, the amount thereof, together with interest thereon at the rate of ten per cent (10%) per annum from and after said Common Expenses becomes due and payable, shall constitute a lien, as provided in the Act, enforceable by the Board, on the interest of such Unit Owner in the Property, provided, however, that such lien shall be subordinate to the lien of any prior recorded mortgage held by any existing mortgage of the Property, its successors and assigns, an insurance company, bank, homestead savings and loan or other financial institution or institutional investors on the interest of each such Unit Owner, except for the amount of the proportionate share of Common Expenses which become due and payable from and after the date on which such mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security), or causes a receiver to be appointed. The provisions of this paragraph of this Section 7 shall not be amended, modified or rescinded in any way without the prior written consent of all such holders of a recorded mortgage encumbering any one or more Units in the Building.

The Association or its successors and assigns, or the Board or its agents, shall have the right to maintain a suit to foreclose any such lien for unpaid assessment, and there shall be added to the amount due the costs of said suit and other fees and



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expenses, together with interest and reasonable attorneys' fees to be fixed by the court. The Board or 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 these By-Laws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

SECTION 8. Late Charges, Fines and Penalties. In the event that a Unit Owner shall fail or refuse to make payment of his proportionate share of the common expenses when due, such Unit Owner shall pay a penalty of \$10.00 as a late charge; and the Association shall not be obligated to receive such Unit Owner's payment of his proportionate share of the common expenses without payment of such late charge. The Association may, after notice and a reasonable opportunity to be heard, levy reasonable fines for violation of the Declaration, the By-Laws and the Rules and Regulations of the Association.

SECTION 9. Records and Statements of Account. The Board shall cause to be kept detailed and accurate records, in chronological order, of the receipts and expenditures affecting the Common Elements and Limited Common Elements, specifying and itemizing the Common Expenses incurred. Such records and the vouchers authorizing the payments involved shall be available for examination by the Unit Owners at convenient hours during week days. Payment vouchers may be approved in such manner as the Board may determine. The Board shall cause to be maintained a separate account for each Unit which shall indicate the name and address of the Unit Owner, the amount of each assessment for Common Expenses, the date on which the Assessment becomes due, amounts paid on the account and any balance due.

The Board shall, upon receipt of ten (10) days' written notice to it or the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

The Association shall, upon written request, provide written notification to a first mortgagee of any default on the part of a Unit Owner under the Declaration or the condominium constituent documents which is not cured within sixty (60) days.

SECTION 10. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board, may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Unit. When less than all the Unit Owners are responsible for the existence of any such liens, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

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SECTION 11. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein and in the Declaration, and (except for such special assessments as may be levied hereunder and under the Declaration against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit E of the Declaration.

ARTICLE V

USE AND OCCUPANCY RESTRICTIONS

SECTION 1 General. Each Unit Owner shall comply with the use and occupancy restrictions set forth in the Declaration. No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

Each Unit Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit which may increase the cost or cause the cancellation of insurance on other Units or on the Common Elements. No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from the outside of his Unit (other than draperies, curtains, or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, or other equipment, fixtures, or items of any kind, without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's direction. The foregoing restrictions as to use and occupancy shall not be construed to prohibit a Unit Owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a balcony, patio or terrace constituting Limited Common Elements for such Unit Owner's Unit.

SECTION 2. Security. Unit Owners shall, at all times, comply with such rules and regulations as the Association may promulgate for the security of the Condominium and its occupants. The Association may restrict ingress to the Common Elements through exterior doors to admission by a doorman or other employee of the Association and may regulate or restrict distribution of keys to exterior doors to the Common Elements.

SECTION 3. Animals. Not more than two (2) animals having an aggregate weight of not more than twenty-five (25) pounds (including, but without limitation, dogs and cats) shall be kept within any Unit or on the Property, except for small birds

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(which must be kept in cages) and fish; provided, however, no Unit Owner or Occupant shall keep or breed birds or fish for commercial purposes within any Unit or on the Property.

SECTION 4. 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 rules and regulations of the Board.

SECTION 5. Use by Declarant. During the period of sale by the Declarant of any Units, the Declarant and its agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from the Building and the Property as may be required for purposes of said sale of Units. While the Declarant owns any of the Units and until each Unit owned by it is occupied by the purchasers, the Declarant and its employees may use and show one or more of such unsold or unoccupied Units as model Unit or Unit and may use one or more of such unsold or unoccupied Units as a sales office, and may maintain customary signs in connection therewith.

SECTION 6. Storage. Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in the corridors, hallways, lobby or other common areas, except in common storage areas and storage lockers specifically designated for the respective Unit Owner from time to time by the Board or by the Managing agent acting in accord with the Board's direction.

SECTION 7. Wiring. No Unit Owner shall overload the electrical wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board or the prior written consent of the Managing Agent, given in accord with the Board's direction.

## ARTICLE VI

### CONTRACTUAL POWERS

No contract or other transaction between the Association and one or more of its directors or between this corporation and any corporation, firm or association in which one or more of the directors of this Association are directors, or are financially interested, is void or voidable because such director or directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exist:

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(a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such director or directors; or

(b) the contract or transaction is just and reasonable as to the corporation at the time it is authorized or approved.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

#### ARTICLE VII

#### AMENDMENTS

Subject to the requirements of Article XXII of the Declaration hereof requiring the consent of certain lien holders under certain circumstances, these By-Laws may be amended, modified or rescinded, from time to time, by means of an amendment of the Declaration, of which these By-Laws constitute a part. Any such amendment, modification or rescission shall be valid and effective only upon the recording thereof in the Office of the Register of Conveyances for the Parish of Jefferson, State of Louisiana. Any such recorded amendment, modification or rescission shall be maintained in the corporate records of the Association. These By-Laws may not be amended, modified or rescinded so as to conflict with the provisions of the Act.

#### ARTICLE VIII

#### INDEMNIFICATION

SECTION 1. General. The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant by the By-Laws of the Association, and Declarant, against all contractual and other liabilities to others arising out of contracts made by or other acts of such directors, officers, committee members, or Declarant, on behalf of the Unit Owners, or arising out of their status as directors, officers, committee members or Declarant, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether criminal, administrative or other, in which any such director, officer, committee member, or Declarant may be involved by virtue of such persons being or having been such director, officer, committee member, or Declarant; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person

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shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer, committee member, or Declarant, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such director, officer, committee member, or Declarant.

SECTION 2. Success on Merits. To the extent that the Declarant or a member of the Board of Directors or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

SECTION 3. Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized in this Article VIII.

SECTION 4. Miscellaneous. The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article; provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the directors, officers, members of such committee, or Declarant, or out of the aforesaid indemnity in favor of the directors, officers, members of such committees, or Declarant, shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agreement made by the directors, officers, members of such committees, or Declarant or by the Managing Agent on behalf of the Unit Owners shall provide that the directors, Board, officers, member of such committees, Declarant or the Managing Agent, as the case may be, are acting only as agents for the Unit Owner and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be Declarant or a member of the Board of Directors, officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.

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ARTICLE IX

DEFINITION OF TERMS

The terms in these By-Laws, to the extent they are defined in said Declaration, shall have the same definition as set forth in the Declaration Creating and Establishing Condominium Property Regime for The Woodridge Condominium, as the same may be amended from time to time. The term "member", as used in these By-Laws, means "Unit Owner" as defined in the Declaration.

997924

THE WOODRIDGE CONDOMINIUM  
ESTIMATED ANNUAL MAINTENANCE AND  
COMMON AREA CHARGES

ADMINISTRATIVE EXPENSES

|                           |        |
|---------------------------|--------|
| Office Expense            | \$647  |
| Salary (Resident Manager) | 3,000  |
| Legal and Audit Expense   | 1,200  |
| Management Fee            | 12,000 |

OPERATING EXPENSES

|                                     |               |
|-------------------------------------|---------------|
| Trash and Garbage Removal           | \$2,790       |
| Exterminating Expense               | \$2,250       |
| Supplies                            | 1,500         |
| General Building Maintenance        | 10,900        |
| Heat and A/C Maintenance            | 13,400        |
| Pool Maintenance                    | 2,800         |
| Groundskeeping and Gardening        | 13,200        |
| Building Insurance, Including Flood | 21,000        |
| Replacement Reserve                 | <u>15,000</u> |

TOTAL OPERATING EXPENSES &  
REPLACEMENT RESERVE

\$99,687

INCOME

|                           |                |
|---------------------------|----------------|
| Laundry Commissions       | \$4,000        |
| Interest on Surplus Funds | 5,500          |
| TOTAL INCOME              | <u>\$9,500</u> |

(9,500)

NET OPERATING EXPENSES AFTER INCOME

\$90,187

UTILITY EXPENSES

|                 |              |
|-----------------|--------------|
| Electricity     | 73,120       |
| Gas             | 19,200       |
| Water and Sewer | <u>7,800</u> |

\$100,120

GRAND TOTAL (Net operating expenses  
after income plus all  
utility expense)

\$190,307

| <u>MONTHLY CHARGES</u> | <u>%</u> | <u>ASSOC.<br/>FEES</u> | <u>UTILITY<br/>CHARGES</u> | <u>MONTHLY<br/>TOTAL</u> |
|------------------------|----------|------------------------|----------------------------|--------------------------|
| 1BR 792 S.F.           | 0.695    | \$52.25                | \$58.00                    | \$110.25                 |
| 2BR 1,016 S.F.         | 0.892    | 67.00                  | 74.40                      | 141.40                   |
| 2BR 1,132 S.F.         | 0.993    | 74.65                  | 82.85                      | 157.50                   |

# 997924

## THE WOODRIDGE CONDOMINIUM

### PERCENTAGE OF UNDIVIDED OWNERSHIP OF THE COMMON ELEMENTS AND OF LIABILITY FOR COMMON EXPENSE

| <u>UNIT NO.</u> | <u>UNIT TYPE</u> | <u>PERCENTAGE<br/>INTEREST</u> |
|-----------------|------------------|--------------------------------|
| 101             | One Bedroom      | .695                           |
| 102             | One Bedroom      | .695                           |
| 103             | One Bedroom      | .695                           |
| 104             | One Bedroom      | .695                           |
| 105             | One Bedroom      | .695                           |
| 106             | One Bedroom      | .695                           |
| 107             | One Bedroom      | .695                           |
| 108             | One Bedroom      | .695                           |
| 201             | Townhouse        | .892                           |
| 202             | Large Townhouse  | .993                           |
| 203             | Townhouse        | .892                           |
| 204             | Townhouse        | .892                           |
| 205             | Large Townhouse  | .993                           |
| 206             | Townhouse        | .892                           |
| 207             | Townhouse        | .892                           |
| 208             | Large Townhouse  | .993                           |
| 209             | Townhouse        | .892                           |
| 210             | Townhouse        | .892                           |
| 211             | Large Townhouse  | .993                           |
| 212             | Townhouse        | .892                           |



# 997924

| <u>UNIT NO.</u> | <u>UNIT TYPE</u> | <u>PERCENTAGE INTEREST</u> |
|-----------------|------------------|----------------------------|
| 301             | One Bedroom      | .695                       |
| 302             | One Bedroom      | .695                       |
| 303             | One Bedroom      | .695                       |
| 304             | One Bedroom      | .695                       |
| 305             | One Bedroom      | .695                       |
| 306             | One Bedroom      | .695                       |
| 307             | One Bedroom      | .695                       |
| 308             | One Bedroom      | .695                       |
| 309             | One Bedroom      | .695                       |
| 310             | One Bedroom      | .695                       |
| 311             | One Bedroom      | .695                       |
| 312             | One Bedroom      | .695                       |
| 313             | One Bedroom      | .695                       |
| 314             | One Bedroom      | .695                       |
| 315             | One Bedroom      | .695                       |
| 316             | One Bedroom      | .695                       |
| 401             | Townhouse        | .892                       |
| 402             | Large Townhouse  | .993                       |
| 403             | Townhouse        | .892                       |
| 404             | Townhouse        | .892                       |
| 405             | Large Townhouse  | .993                       |
| 406             | Townhouse        | .892                       |
| 407             | Townhouse        | .892                       |
| 408             | Large Townhouse  | .993                       |
| 409             | Townhouse        | .892                       |

EXHIBIT E

997924

| <u>UNIT NO.</u> | <u>UNIT TYPE</u> | <u>PERCENTAGE INTEREST</u> |
|-----------------|------------------|----------------------------|
| 410             | Townhouse        | .892                       |
| 411             | Large Townhouse  | .993                       |
| 412             | Townhouse        | .892                       |
| 413             | Townhouse        | .892                       |
| 414             | Large Townhouse  | .993                       |
| 415             | Townhouse        | .892                       |
| 416             | Townhouse        | .892                       |
| 417             | Large Townhouse  | .993                       |
| 418             | Townhouse        | .892                       |
| 419             | Townhouse        | .892                       |
| 420             | Large Townhouse  | .993                       |
| 421             | Townhouse        | .892                       |
| 422             | Townhouse        | .892                       |
| 423             | Large Townhouse  | .993                       |
| 424             | Townhouse        | .892                       |
| 501             | One Bedroom      | .695                       |
| 502             | One Bedroom      | .695                       |
| 503             | One Bedroom      | .695                       |
| 504             | One Bedroom      | .695                       |
| 505             | One Bedroom      | .695                       |
| 506             | One Bedroom      | .695                       |
| 507             | One Bedroom      | .695                       |
| 508             | One Bedroom      | .695                       |
| 509             | One Bedroom      | .695                       |
| 510             | One Bedroom      | .695                       |

EXHIBIT E

997924

| <u>UNIT NO.</u> | <u>UNIT TYPE</u> | <u>PERCENTAGE<br/>INTEREST</u> |
|-----------------|------------------|--------------------------------|
| 511             | One Bedroom      | .695                           |
| 512             | One Bedroom      | .695                           |
| 513             | One Bedroom      | .695                           |
| 514             | One Bedroom      | .695                           |
| 515             | One Bedroom      | .695                           |
| 516             | One Bedroom      | .695                           |
| 601             | Townhouse        | .892                           |
| 602             | Large Townhouse  | .993                           |
| 603             | Townhouse        | .892                           |
| 604             | Townhouse        | .892                           |
| 605             | Large Townhouse  | .993                           |
| 606             | Townhouse        | .892                           |
| 607             | Townhouse        | .892                           |
| 608             | Large Townhouse  | .993                           |
| 609             | Townhouse        | .892                           |
| 610             | Townhouse        | .892                           |
| 611             | Large Townhouse  | .993                           |
| 612             | Townhouse        | .892                           |
| 613             | Townhouse        | .892                           |
| 614             | Large Townhouse  | .993                           |
| 615             | Townhouse        | .892                           |
| 616             | Townhouse        | .892                           |
| 617             | Large Townhouse  | .993                           |
| 618             | Townhouse        | .892                           |
| 619             | Townhouse        | .892                           |

EXHIBIT E

997924

| <u>UNIT NO.</u> | <u>UNIT TYPE</u> | <u>PERCENTAGE INTEREST</u> |
|-----------------|------------------|----------------------------|
| 620             | Large Townhouse  | .993                       |
| 621             | Townhouse        | .892                       |
| 622             | Townhouse        | .892                       |
| 623             | Large Townhouse  | .993                       |
| 624             | Townhouse        | .892                       |
| 701             | One Bedroom      | .695                       |
| 702             | One Bedroom      | .695                       |
| 703             | One Bedroom      | .695                       |
| 704             | One Bedroom      | .695                       |
| 705             | One Bedroom      | .695                       |
| 706             | One Bedroom      | .695                       |
| 707             | One Bedroom      | .695                       |
| 708             | One Bedroom      | .695                       |
| 801             | Townhouse        | .892                       |
| 802             | Large Townhouse  | .993                       |
| 803             | Townhouse        | .892                       |
| 804             | Townhouse        | .892                       |
| 805             | Large Townhouse  | .993                       |
| 806             | Townhouse        | .892                       |
| 807             | Townhouse        | .892                       |
| 808             | Large Townhouse  | .993                       |
| 809             | Townhouse        | .892                       |
| 810             | Townhouse        | .892                       |
| 811             | Large Townhouse  | .993                       |
| 812             | Townhouse        | .892                       |

EXHIBIT E