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CONDOMINIUM DECLARATION FOR  
CARRIAGE ALLEY CONDOMINIUM DEVELOPMENT

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

On this 26th day of May, 1983, before me, the undersigned authority, personally came and appeared Boyd Development Partnership, a Louisiana partnership, domiciled in East Baton Rouge Parish, herein represented by James F. Pierson, Jr. and Norman A. Deumite, its Partners, duly authorized by virtue of a Partnership Agreement dated October 13, 1982, a certified copy of which is attached hereto and made a part hereof, which said appearer declared that it does hereby avail itself of the provisions of the Louisiana Condominium Act, as amended, and does hereby establish this Carriage Alley Condominium Development, as follows:

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I.

There is hereby created a Condominium Development which shall be identified as Carriage Alley Condominium (herein referred to as "Carriage Alley"), on the property owned by appearers, and fully described on Exhibit A (detailed written legal description), Exhibit B (a plat by M. Gregory Breaux, C.E. of Breaux & Associates, Inc., dated March 26, 1983) and Exhibits C and D (building sections) all of which exhibits are attached hereto and made a part hereof, and on which the precise boundaries of each unit are delineated.

II.

The following terms shall have the meaning ascribed as follows:

A. "Condominium" is the property regime under which portion of the immovable property are subject to individual ownership and the remainder thereof is owned by all of the individual owners.

B. "Condominium Property" means all interest in land, improvements thereon, and all servitudes and rights appertaining to the condominium.

C. "Unit" means all parts of the property designated on the attached Exhibits as units, except that which is described below as a common element or a limited common element.

D. "Common Elements" means the portion of the condominium property not a part of the individual living units including living units including foundation, roof, exterior walls, interior walls common to two units, all principal structural parts of the building, and installations of common services including without limitation electrical and plumbing (excluding wiring and pipes entirely within individual units), heating and air conditioning equipment, duct work, and water lines (excluding lines entirely within individual units), and also including land described on Exhibit A. Common elements shall extend to but not include the surface coating on ceiling, walls and floors, such coatings to be part of the individual units, and in addition all areas shown as "Common Elements" on Exhibit B.

E. "Condominium parcel" means a unit together with the undivided interest in the common elements which are an inseparable part of the unit.

F. "Association" means Carriage Alley Association, an incorporated nonprofit corporation composed of the condominium unit owners and through which they manage and regulate the condominium.

G. "Common expenses" means:

- (1) Expenses of administration, maintenance, improvement and repair or replacement of the common elements, including cost of insurance premium for common area or elements.
- (2) Expenses agreed upon as common expenses by the unit owners.

H. "Owner" means a person owning one or more units, or a fractional interest in a unit in Carriage Alley Condominium, said ownership being evidenced by an act translative of title and duly recorded in the Conveyance Records of the Parish of East Baton Rouge, Louisiana.

I. "Condominium declaration" or "declaration" means this instrument.

III.

The title and interest of each owner in and to the common elements, his proportionate share in the common expenses, as well as his proportionate responsibility for payment of common expenses, as well as his proportionate representation for voting purposes in the meeting of Carriage Alley Association, is based upon the proportion of his unit ownership bears to the total numbers of units in the development. It is declared that there are a total of 10 buildings of 4 units each.

IV.

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

V.

The undivided interest in the common elements shall not be separate from the unit to which it appertains and shall be deemed conveyed or encumbered along with the unit even though such interest is not expressly mentioned or described in the conveyance or encumbrance.

VI.

The common expenses for repairs, maintenance and replacement of common elements shall be paid for by the Association, who shall collect said common expenses from all owners of units by assessment, said unit owners hereby agreeing by purchase of a unit or units to pay said expenses in the proportion set forth in this declaration. James F. Pierson, Jr. is hereby designated as agent for service of process for the Association until changed by majority vote of the Association. The Association shall have the authority to, when it deems necessary, replace, maintain and

repair common elements and to assess the appropriate unit owners for said common expenses. The Association shall have the authority to call upon unit owners to make necessary repairs, maintenance, and replacement of their separate units and of any limited common elements, in particular the maintenance of their improvements. The Association is hereby charged with the responsibility and duty of making prudent decisions in connection therewith, all decisions to be by majority vote.

VII.

Dues for membership in the Association are hereby fixed at \$40.00 per month per unit, commencing with the month following the date of acquisition of a unit, until changed by the vote of the owners of a majority of the units. The officers, including a chairman and a secretary shall be elected by majority vote and shall have custody of Association funds. By-laws may be established and amended by majority vote.

VIII.

Each unit owner shall be personally responsible and legally liable for sums assessed him by the Association of unit owners in connection with common expenses. The said Association shall have the right and duty to enforce the financial responsibility of all unit owners in connection herewith. A unit owner shall not be exempt to relieve himself from the responsibility of contribution toward expenses assessed him by the Association by waiver of the use of common elements or by abandonment of the unit belonging to him.

IX.

The Association shall have a lien in conformance with the Louisiana Condominium Act, as amended, on a condominium unit for all unpaid sums assessed by the Association for the unit's share of common expenses and interest thereon at the rate of 10% per annum from date of demand by the Association, until paid. In addition, this lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of the assessment or enforcement of any lien, but not less than 25% of

the amounts due and payable. The claim of lien shall be perfected by law, but shall at all times be subordinate to the lien of any first mortgage now in effect or hereinafter created by the unit owner.

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

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

X.

In the event that the Association fails to fulfill its duty to the condominium development, by either failing to require or enforce the maintenance, repairs or replacement of common elements, any holder of a loan secured by a mortgage affecting any unit shall have the rights of the Association contained herein. This right shall be exercised by first giving written notice by certified mail or actual delivery to each unit by attaching such notice to the door of the unit of the lender's intention to make such repairs as it deems necessary if such stated default is not completed by the Association or owners within a 30 day period after said notice. Thereafter, the lender may then cause the maintenance, repairs, and/or replacement of common elements to be made and acquire the full rights as set out herein.

XI.

Apparar does hereby take full advantage of the provisions of Louisiana Condominium Act, as amended, whereby all units as

shown in the plan shall be conveyed and recorded as individual properties of independent use. Each unit owner shall have an exclusive and particular ownership right over his respective unit and, in addition, shall have proportionate, undivided ownership interest in the common elements of said condominium.

XII.

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

XIII.

The Association shall obtain insurance for the condominium property as may be required for protection against casualty loss and any liability that may arise by reason of this agreement. Any casualty insurance proceeds will be used to restore or repair the losses and any surplus shall be used as the unit owners, by majority vote, may see fit.

XIV.

This declaration may be amended by two-thirds vote of all unit owners, with each unit being entitled to one vote.

THUS DONE, READ AND PASSED at my office in Baton Rouge, Louisiana in the presence of the undersigned competent witnesses on the day, month and year first above written.

WITNESSES:

Geneva B. Willard  
GENEVA B. WILLARD

BOVD DEVELOPMENT PARTNERSHIP  
BY: James E. Pierson, Jr.  
JAMES E. PIERSON, JR., PARTNER

Kristin E. Pierson  
KRISTIN E. PIERSON

BY: Norman A. Deumite  
NORMAN A. DEUMITE, PARTNER

Frank J. Gremlion  
FRANK J. GREMLION, NOTARY PUBLIC

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AMENDMENT TO  
CONDOMINIUM DECLARATION FOR  
CARRIAGE ALLEY CONDOMINIUM DEVELOPMENT

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

On this 1st day of July, 1983, before me, the undersigned authority, personally came and appeared Boyd Development Partnership, a Louisiana partnership, domiciled in East Baton Rouge Parish, Louisiana, represented by Norman A. Deumite, a Partner, who does hereby amend Condominium Declaration recorded in the office of the Clerk and Ex-Clerk of East Baton Rouge Parish, Louisiana as Original 429, Book 9585 and follows:

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Paragraph II, Paragraph C. (1) is amended to read as follows:

"Expenses of administration, maintenance, improvement and repair or replacement of the common elements, including cost of insurance premium for common areas or elements, and insurance premiums for the condominium units.

ONE OF TWO COPIES  
FILED IN BOOK 9585  
PAGE 140  
JUL 5 1983  
CLERK OF EAST BATON ROUGE PARISH  
L. A. 405 9585  
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CERTIFIED TRUE COPY  
31-253902

THUS DONE, READ AND PASSED at my office in Baton Rouge, Louisiana in the presence of the undersigned competent witnesses on the date aforesaid.

WITNESSES:  
*Dyana K. Payne*  
*Richard Dargatz*

BOYD DEVELOPMENT PARTNERSHIP  
BY: *Norman A. Deumite*  
Norman A. Deumite Partner

*James B. Thompson, III*  
JAMES B. THOMPSON, III Notary Public

AMENDED AND RESTATED  
CONDOMINIUM DECLARATION FOR  
CARRIAGE ALLEY CONDOMINIUM DEVELOPMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On this 28th day of July, 1983, before me, the undersigned authority, personally came and appeared Boyd Development Partnership, a Louisiana partnership, domiciled in East Baton Rouge Parish, whose address is 3040 Teddy Drive, Baton Rouge, Louisiana 70809, herein represented by James F. Pierson, Jr. and Norman A. Deumite, its Partners, duly authorized by virtue of a Partnership Agreement dated October 13, 1982, a certified copy of which is on file and of record in the Official Records of the Parish of East Baton Rouge, State of Louisiana, which said appearer declared that on May 26, 1983, it did establish a condominium regime of property by authentic act entitled "Condominium Declaration for Carriage Alley Condominium Development" recorded as Original 429, Bundle 9576, Official Records of East Baton Rouge Parish, Louisiana, which act was subsequently amended on July 1, 1983 by authentic act recorded as Original 405, Bundle 9585 of record in the Official Records of East Baton Rouge Parish, Louisiana, and whereas appearer is the owner of 38 out of 40 of the units, being more than two-thirds of the units so established in said Declaration, and appearer desires to and does hereby amend and restate in toto the provisions of said Declaration as follows:

I.

There is hereby created a Condominium Development which shall be identified as Carriage Alley Condominium (herein referred to as "Carriage Alley"), on the property fully described as Exhibit A (detailed written legal description), Exhibit B (a plat by M. Gregory Breaux, C.E. of Breaux & Associates, Inc., dated March 26, 1983) and Exhibits C and D (building sections) all of which exhibits are attached hereto and made a part hereof, which property is hereby submitted to the condominium regime contained herein.

RECORDED 44 Day of August, 1983.  
AT 1254 N.W., ORIG. 640, BDL. 9593  
COB \_\_\_\_\_ FOLIO \_\_\_\_\_, MCB \_\_\_\_\_, FOLIO \_\_\_\_\_



II.

The following terms shall have the meaning ascribed as follows:

- A. "Condominium" is the property regime under which portions of the immovable property are subject to individual ownership and the remainder thereof is owned in common in undivided ownership by all of the individual owners.
- B. "Condominium Property" means all interest in land, improvements thereon, and all servitudes and rights appertaining to the condominium.
- C. "Unit" means all parts of the property designated on the attached Exhibits as units, except that which is described below as a common element. The limits of ownership of a living unit shall include all interior space including interior walls and interior ceilings and floors entirely within a unit, coatings on ceiling next to roof, interior coatings on exterior walls and on walls common to two units, floor coverings, and all wiring, duct work, heating and air conditioning equipment relating to such unit, whether within or without the unit, fireplaces, flues and chimneys relating thereto, and all water pipes contained within said unit, doors and windows.
- D. "Common Elements" means the portion of the condominium property not a part of the individual living units, including foundation, roof, exterior walls, interior walls common to two units, all principal structural parts of the building, and installations of common services including without limitation electrical and plumbing (excluding wiring and pipes entirely within individual units), water lines (excluding lines entirely within individual units), and land described on Exhibit A.

E. "Condominium Parcel" means a unit together with the undivided interest in the common elements which are an inseparable part of the unit.

F. "Association" means Carriage Alley Association, an incorporated nonprofit corporation composed of the condominium unit owners and through which they manage and regulate the condominium.

G. "Common Expenses" means:

- (1) Expenses of administration, maintenance, improvement and repair or replacement of the common elements, including cost of insurance premium for common area or elements, and insurance premium for the individual living units.
- (2) Expenses agreed upon as common expenses by the unit owners.

H. "Owner" means and refers to collectively the person or persons owning one or more units in Carriage Alley Condominium, said ownership being evidenced by an act translative of title and duly recorded in the Conveyance Records of the Parish of East Baton Rouge, Louisiana.

I. "Condominium Declaration" or "Declaration" means this instrument.

### III.

SECTION A. There will be ten (10) buildings of four (4) units each. The buildings are designated by numbers 755, 757, 759, 761, 827, 829, 837, 839, 847-A and 847-B with units designated A, B, C and D in each building; thus a unit is described as "Unit 755-A", etc., all as shown on "Exhibit B" (including 5 pages) attached hereto and made a part hereof.

SECTION B. The proportionate undivided interest of an owner of one condominium unit in the common elements, and his proportionate share and responsibility in the common expenses and proportionate interest in common surplus or assets of the Carriage Alley Association is an undivided one-fortieth (1/40th) of such elements, expenses, or surplus. Each unit shall have one vote as more fully detailed in the Articles of Incorporation of the Association.

IV.

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

V.

The undivided interest in the common elements shall not be separate from the unit to which it appertains and shall be deemed conveyed or encumbered along with the unit even though such interest is not expressly mentioned or described in the conveyance or encumbrance.

VI.

The common expenses for repairs, maintenance and replacement of common elements shall be paid for by the Association, which shall collect said common expenses from all owners of units by assessment, said unit owners hereby agreeing by purchase of a unit or units to pay said expenses in the proportion set forth in this declaration. James F. Pierson, Jr. is hereby designated as agent for service of process for the Association until changed by majority vote of the Association. The Association shall have the authority to, when it deems necessary, replace, maintain and repair common elements and to assess the appropriate unit owners for said common elements. The Association shall have the authority to call upon unit owners to make necessary repairs, maintenance, and replacement of their separate units and, in particular, the maintenance of their improvements. The Association is hereby charged with the responsibility and duty of making prudent decisions in connection therewith, all decisions to be by majority vote.

VII.

Dues for membership in the Association are hereby fixed at \$40.00 per month per unit, commencing with the month following the date of acquisition of a unit, until changed by the vote of the owners of a majority of the units. The officers, including a chairman and a secretary, shall be elected by majority vote and shall have custody of Association funds. By-laws may be established and amended by majority vote.

VIII.

Each unit owner shall be personally responsible and legally liable for sums assessed him by the Association of unit owners in connection with common expenses. The said Association shall have the right and duty to enforce the financial responsibility of all unit owners in connection herewith. A unit owner shall not be exempt to relieve himself from the responsibility of contribution toward expenses assessed him by the Association by waiver of the use of common elements or by abandonment of the unit belonging to him.

IX.

The Association shall have a lien in conformance with the Louisiana Condominium Act, as amended, on a condominium unit for all unpaid sums assessed by the Association for the unit's share of common expenses and interest thereon at the rate of 10% per annum from date of demand by the Association, until paid. In addition, this lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of the assessment or enforcement of any lien, but not less than 25% of the amounts due and payable. The claim of lien shall be perfected by law, but shall at all times be subordinate to the lien of any first mortgage now in effect or hereinafter created by the unit owner.

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

A unit owner, mortgagee or purchaser of a unit shall have the rights to require from the Association a certificate showing the amount of unpaid assessment with respect to the unit. The Association may not enforce against a purchaser or mortgagee

who relies on the certificate any indebtedness as of that date in excess of the amount shown thereon.

X.

In the event that the Association fails to fulfill its duty to the condominium development, by either failing to require or enforce the maintenance, repairs or replacement of common elements, any holder of a loan secured by a mortgage affecting any unit shall have the rights of the Association contained herein. This right shall be exercised by first giving written notice by certified mail or actual delivery to each unit by attaching such notice to the door of the unit of the lender's intention to make such repairs as it deems necessary if such stated default is not completed by the Association or owners within a thirty (30) day period after said notice. Thereafter, the lender may then cause the maintenance, repairs, and/or replacement of common elements to be made and acquire the full rights as set out herein.

XI.

Appearer does hereby take full advantage of the provisions of Louisiana Condominium Act, as amended, whereby all units as shown in the plan shall be conveyed and recorded as individual properties of independent use. Each unit owner shall have an exclusive and particular ownership right over his respective unit and, in addition, shall have proportionate, undivided ownership interest in the common elements of said condominium.

XII.

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

XIII.

The Association shall obtain insurance for the

condominium property as may be required for protection against casualty loss and any liability that may arise by reason of this agreement. The Association will repair any damage from casualty losses; casualty insurance proceeds will be used to restore or repair the losses and any surplus shall be used as the Association, by majority vote, may see fit.

XIV.

This declaration may be amended by two-thirds (2/3rds) vote of all unit owners, with each unit being entitled to one vote.

THUS DONE, READ AND PASSED at my office in Baton Rouge, Louisiana, in the presence of the undersigned, competent witnesses, on the day, month and year first above written.

WITNESSES:

Geneva B. Willard  
GENEVA B. WILLARD

Kristin E. Pierson  
KRISTIN E. PIERSON

BOYD DEVELOPMENT PARTNERSHIP  
BY: James F. Pierson, Jr.  
JAMES F. PIERSON, JR.,  
PARTNER

BY: Norman A. Deumite  
NORMAN A. DEUMITE,  
PARTNER

Frank J. Gremlion  
FRANK J. GREMILLION, NOTARY PUBLIC

AMENDMENT TO  
CONDOMINIUM DECLARATION FOR  
CARRIAGE ALLEY CONDOMINIUM DEVELOPMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On this 6<sup>th</sup> day of August, 1991, before me, the undersigned authority, personally came and appeared: CARRIAGE ALLEY CONDOMINIUM ASSOCIATION, a Louisiana association, domiciled in East Baton Rouge Parish being represented by Yalcin B. Acar, the secretary and member of the Board of Directors of the Association, who does hereby amend the Condominium Declaration recorded in the Office of Clerk and Recorder of East Baton Rouge Parish, Louisiana, as Original 429, Bundle 9576 and the Amended and Restated Condominium Declaration recorded in the Office of the Clerk and Recorder of East Baton Rouge Parish, Louisiana, as Original 640, Bundle 9593 as follows:

XIII.

Both the original Condominium Declaration and the Amended and Restated Condominium Declaration are hereby amended to read as follows:

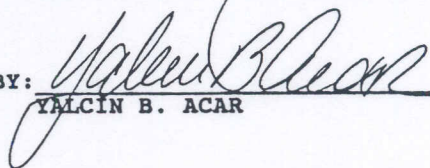
The association will maintain property insurance on the common elements and units including fixtures, improvements and alterations that are a part of the building or structure. This property insurance will include coverage for appliances such as those used in refrigerating, ventilating cooking, dish washing, laundering, security or housekeeping. This master policy will also include comprehensive general liability insurance. Policy proceeds for the replacement of damaged property will be placed in trust, used first for the restoration of the property, with any surplus to be distributed to the unit owners. Unit owners are encouraged to secure insurance policies covering personal liability as well as the contents in their units. The

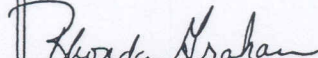
association does not provide owner's title insurance and if the same is desired, it must be purchased by the buyer.

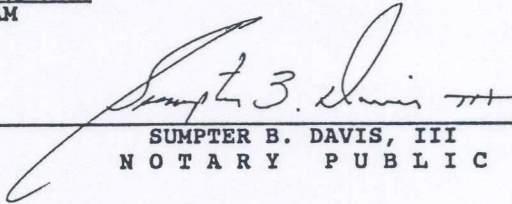
THUS DONE, READ AND PASSED at my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses and me, Notary, on the date aforesaid.

WITNESSES: CARRIAGE ALLEY CONDOMINIUM ASSOCIATION

  
JAY HARDMAN

BY:   
YALCIN B. ACAR

  
RHONDA GRAHAM

  
SUMPTER B. DAVIS, III  
NOTARY PUBLIC



RESOLUTION OF THE UNIT OWNERS OF  
CARRIAGE ALLEY ASSOCIATION

BE IT RESOLVED that the Articles of Carriage Alley Association require 2/3rds of the vote of the voting units to approve any amendment and whereas a ballot was taken wherein 36 out of the 40 Unit Owners approved the attached Amendment.

BE IT FURTHER RESOLVED that the attached Amendment is approved and is now incorporated into the Articles of Carriage Alley Association which said Amendment has been filed with the Corporation Department of the Secretary of State and the Clerk of Court of East Baton Rouge Parish.

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I certify that I am the duly acting and qualified Secretary of Carriage Alley Association and that:

(a) Carriage Alley Association is duly organized and existing under the laws of the State of Louisiana; that all franchise and other taxes required to maintain its corporate existence have been paid when due and that no such taxes are delinquent; that no proceedings are pending for forfeiture of its Charter or for its dissolution, voluntarily or involuntarily; that it is duly qualified to do business in the State of Louisiana and is in good standing with such State; that there is no provisions in the Articles of Incorporation or Bylaws of said corporation limiting the power of the Board of Directors to pass the resolutions set out above and that the same are in conformity with the provisions of said Articles of Incorporation and Bylaws.

CARRIAGE ALLEY ASSOCIATION

BY: Yalcin B. Acar  
YALCIN B. ACAR

DATE: 1/30/92

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FILED AND RECORDED  
EAST BATON ROUGE PARISH, LA.

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DOUG WELBORN  
CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY  
BY

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DEPUTY CLERK & RECORDER