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**CONDOMINIUM DECLARATION
FOR
LEIGH'S COVE CONDOMINIUMS**

STATE OF LOUISIANA

ORIG 450 BNDL 11141

PARISH OF EAST BATON ROUGE

WHEREAS, Leigh's Cove Development, LLC, a limited liability company domiciled in the Parish of East Baton Rouge, Louisiana, represented herein by Steve Carville, its Manager, duly authorized, hereinafter called "Declarant", is the Owner of certain immovable property situated in Section 65, T7S, R1W, Greensburg Land District, East Baton Rouge Parish, State of Louisiana, containing 2.076 acres and being known as Tract 14-A-2 of Arlington Plantation Subdivision (the "Property");

WHEREAS, Declarant desires to establish a Condominium Regime under the Condominium Act of the State of Louisiana, LSA-R.S. 9:1121, et seq, as amended, herein called the "Act"; and

WHEREAS, the Property includes improvements to be constructed thereon consisting of four (4) buildings and other improvements appurtenant thereto, which when completed shall consist of thirty-two (32) separately designated Condominium Units and which shall be known as LEIGH'S COVE CONDOMINIUMS; and

WHEREAS, Declarant does hereby establish and plan for the individual ownership in fee simple of estates consisting of the area or space contained in each of the Units, herein called the "Condominium Regime", in the FOUR (4) buildings and the co-ownership by the individual and separate Unit Owners thereof, of all of the remaining property, which includes both Limited Common Elements and General Common Elements, as hereinafter defined in Paragraph 1.1 hereof, and which are hereinafter collectively referred to as the "Common Elements" or "Common Areas".

NOW, THEREFORE, Declarant does hereby submit the immovable property described as Tract 14-A-2 of Arlington Plantation Subdivision, and all improvements thereon, to the provisions of the Act and the Condominium Regime, and does hereby publish and declare that the following terms, covenants, conditions, servitudes, restrictions, uses, limitations and obligations shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns and to any person acquiring or owning an interest in the immovable property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I

DEFINITIONS AND TERMS

1.1 DEFINITIONS OF TERMS. As used in this agreement, the following terms shall have the following meanings unless the context shall expressly provide otherwise:

a. **"Common Assessment"** means the charge against each Unit Owner and his Unit, representing a portion of the total costs to the Association of maintaining, improving, repairing, replacing, managing and operating the Property, which are to be paid uniformly and equally by each Unit Owner of the Association, as provided herein. This shall also include charges assessed against each Unit Owner to maintain a reserve for replacement fund and to cover costs incurred by the Association to participate in any condemnation suit, as provided in Paragraph 6.3 hereof.

b. **"Common Elements" or "General Common Elements"** means and includes all of the Property, and all of the improvements thereto and thereon located, excepting all Units. Common Elements shall consist of the General Common Elements and the Limited Common Elements and, without limiting the generality of the foregoing, shall include those items defined as "Common Elements" in the Act, including the following:

(1) All foundations, bearing walls and columns, roofs, halls, lobbies, stairways, and entrances and exits or communications ways;

(2) All roofs, yards and gardens, except as otherwise herein provided or stipulated;

(3) All compartments or installations of central services such as power, light, gas, cold and hot water;

(4) All recreational areas, and the like existing for common use; and

(5) All other elements of the building or property desirably or rationally of common use or necessary to the existence, upkeep and safety of the condominium regime established by this Declaration.

c. **"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:

(1) 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;

(2) Maintenance, management, operation, repair and replacement of and additions to the Common Elements and those parts of the Units to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace;

(3) Utilities incurred in operation of the Units and the Common Elements not otherwise paid by any individual Units Owner or Owners;

(4) 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;

(5) Liability and casualty insurance carried by the Association with respect to designated parts of the Condominium Property;

(6) 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; and

(7) Expenses agreed upon as Common Expenses by Unit Owners.

d. "Common Surplus" means the balance of all income, rents, profits and revenues on the Common Elements and facilities remaining after the deduction of the Common Expenses.

e. "Completed Unit" means a completely furnished Unit, including, but not limited to, the installation of all appliances and utilities, rendering it ready for occupancy by an Owner other than the Declarant.

f. "Condominium Owners Association" or "Association" means LEIGH'S COVE CONDOMINIUM ASSOCIATION, INC., a Louisiana non-profit corporation, the By-Laws of which shall govern the administration of this Condominium Property and the membership of which shall be composed of all the Owners of the Condominium Units according to such By-Laws.

g. "Condominium Unit" shall mean an individual Unit together with the interest in the Common Elements (General or Limited) appurtenant to such Unit.

h. "Conversion Period" means that period of time during which Declarant is developing the Premises and selling the Condominium Units, which time period shall extend from the date hereof until such time as the Declarant transfers title to all of the Condominium Units (including Units added to this Regime as hereinafter provided).

i. "Declaration" shall mean this Condominium Declaration instrument.

j. "Lienholder" and "First Mortgagee" shall mean the holder of a First Mortgage Lien on any Unit in the Condominium Project.

k. "Limited Common Elements" means and includes those Common Elements which are reserved for the exclusive use of an individual Owner of a Unit or a certain number of individual Owners of Units, for the exclusive use of those Owners, which may include:

(1) Balconies, patios, porches or stairways serving exclusively a single Unit or one (1) or more adjoining Units;

(2) 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, ceilings, doors, vestibules, windows, entryways, and all associated fixtures and structures therein, as lie outside the Unit boundaries.

l. "Majority of Unit Owners" means those Owners with fifty-one (51%) per cent of the votes entitled to be cast.

m. "Occupant" means a person or persons in possession of a Unit regardless of whether said person is the Unit Owner.

n. "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who owns, of Record, title to one (1) or more Condominium Units.

o. "Plat", "Survey Map", "Map" or "Plans" mean or include the engineering survey of the land, locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of, or all of, the improvements, same being herewith filed, consisting of SIXTY (60) sheets, labeled Exhibit "A" and incorporated herein.

p. "Premises", "Project" or "Property" means and includes the land, the building(s), and all improvements and structures thereon and all rights, servitudes and appurtenances belonging thereto.

q. "Servitude of Access" shall mean the servitude of access to be granted in favor of the owners of Tract 14-A-1 of Arlington Plantation Subdivision, more particularly described in Paragraph 8.1, below.

r. "Special Assessments". In addition to the Common Assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part:

(1) The cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; or

(2) The expense of any other contingencies or unbudgeted costs; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to the interest in the Common Elements owned by each. The Association, after due notice and hearing, shall also have the authority to establish and fix a special assessment upon any Unit to secure the liability of the Owner of such Unit to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach shall require an expenditure by the Association for repair or remedy. Special assessments as deemed appropriate by the Association or the Board, may be billed or collected either in a lump sum or on a monthly basis. The above mentioned liability of any Owner is to be established as set forth in this Declaration.

s. **"Unit"** shall mean the elements of an individual Condominium Unit which are not owned in common with the Owners of the other Condominiums in the Project as shown on the Maps, which are exhibits attached hereto. The boundaries of each such Unit space shall include the air space assigned thereto. The boundaries of each such Unit space shall be and are the interior surfaces of the perimeter walls, floors, ceilings, window frames, doors and door frames and trim and the space includes both the portions of the Building so described and the air space so encompassed, excepting the Common Elements. In interpreting deeds, mortgages, and other instruments, the existing physical boundaries of the Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries regardless of settling, rising or lateral movement of the Building and regardless of variances between boundaries shown on the Plat and those of the Building. The individual ownership of each Unit space herein defined shall further include the interior construction, partitions, appliances, fixtures and improvements which are intended to exclusively serve such Unit space, such as interior room walls, floor coverings or finish, closets, cabinets, shelving, individual lighting and electrical fixtures and other separate items or chattels belonging exclusively to such Unit, any of which may be removed, replaced, disposed of or otherwise treated without affecting any other Unit space or ownership or the use or enjoyment thereof. None of the land in the Project on which any Unit space or porch space is located shall be separately owned, as all land in this Project shall constitute part of the "Common Elements" of the Property as herein defined, and shall be owned in common by the Owners of the Units in this Condominium Project.

ARTICLE II

CONDOMINIUM UNIT DESIGNATIONS AND DESCRIPTIONS

2.1 **RECORDATION OF PLAT.** The Plat shall be filed for Record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance or any Condominium Unit. Such Plat consists of and sets forth:

- a. The legal description of the surface of the land;
- b. The linear measurements and location, with reference to the exterior boundaries of the land, of the Building(s) and all other improvements constructed, or to be constructed, on said land by Declarant, as certified by a registered architect, civil engineer or land surveyor;
- c. The exterior boundaries and number of each Unit, expressing its square footage, and any other data necessary for its identification, which information will be depicted by a Plat of such floor of each Building showing the letter of the Building, the number of the floor and the number of the Unit.
- d. The location of any Limited Common Elements.

2.2 **DESIGNATION OF UNITS.** The Property is hereby divided into thirty-two (32) separately designated Units. Each Unit is identified by number as shown on Exhibit "A." The remaining portion of the Premises, referred to as the Common Elements, shall be owned in common by the Owners. The Owners of each first floor Unit shall own an undivided 2.85% interest and the Owners of each second floor Unit shall own an undivided 3.40% interest in said Common Elements as set forth on Exhibit "B". Developer reserves the right to develop additional phases by constructing additional Units on adjacent property described in paragraph 2.10, below. At such time Developer reserves the right to amend this Condominium Declaration to include the additional Units. At such time the percentage of ownership of Common Elements shall be adjusted to include the additional Units.

2.3 **LIMITED COMMON ELEMENTS.** Portions of the Common Elements are set aside and reserved for the exclusive use of the individual Owners, such areas being Limited Common Elements. The Limited Common Elements reserved for the exclusive use of the individual Owners are shown on the Plat. Such spaces are allocated and assigned by the Declarant to the respective Units, as indicated on the Plat. Such Limited Common Elements shall be used in connection with the particular Unit, to the exclusion of the use thereof by the other Owners, except by invitation. The individual patios and balconies and exterior storage closets appurtenant to each Unit, and the ground floor entrance and stairwell servicing each second floor Unit are Limited Common Elements. Notwithstanding the foregoing, each respective second floor Unit Owner shall be responsible for the interior finish, decoration and maintenance of the ground floor entrance and stairwell.

2.4 **REGULATION OF COMMON AREAS.** Portions of the Common Areas are intended as recreation areas, and are improved with green areas and other facilities. Reasonable regulations governing the use of such facilities by Owners and by their guests and invitees shall be promulgated by the Declarant, or by the Board of Directors of the Association after the same has been elected. Such regulation shall be permanently posted at the office and/or elsewhere in said recreational areas, and all Owners shall be furnished with a copy thereof. Each Owner shall be required to strictly comply with said Rules and Regulations, and shall be responsible to the Association for the compliance therewith by the members of their respective families, relatives, guests or invitees, both minor and adult.

2.5 **INSEPARABLE UNITS.** Each Unit and its corresponding pro-rata interest in and to the Common Elements appurtenant thereto shall be inseparable and may not be conveyed, leased or encumbered separately, and shall at all times remain indivisible.

2.6 **DESCRIPTIONS.** Every deed, lease, mortgage or other instrument may legally described a Condominium Unit by its identifying Unit number, as shown on the Map, followed by the words LEIGH'S COVE CONDOMINIUMS and by reference to this recorded Declaration and Map. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the Common Elements.

2.7 **ENCROACHMENTS.** If any portion of the Common Elements encroaches upon a Unit or Units, a valid servitude for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion or portions of a Unit or Units encroach upon the Common Elements, a valid servitude for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. A valid servitude also exists to that portion of the Common Elements and of the Limited Common Elements occupied by any part of an Owner's Unit not contained within the physical boundaries of such Unit, including, but not limited to, space occupied by heating and air conditioning equipment, utility lines and similar equipment which serves only one (1) Unit. For title or other purposes, such encroachments and servitudes shall not be considered or determined to be encumbrances either on the Common Elements or the individual Units.

2.8 **GOVERNMENTAL ASSESSMENT.** Declarant shall give written notice to the Assessor's Office of the creation of Condominium Ownership of this Property, as is provided by law, so that each Unit and its percentage or fraction of undivided interest in the Common Elements shall be deemed a separate parcel and subject to separate assessment and taxation.

2.9 **USE AND OCCUPANCY RESTRICTIONS.**

a. Subject to the provision of the Declaration and 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 (2) or more adjoining Units used together shall be used for residential purposes or such other uses permitted by this Declaration, and for no other purposes.

The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from:

- (1) Maintaining his personal professional library;
- (2) Keeping his personal business or professional records or accounts; or
- (3) Handling his personal business or professional telephone calls or correspondence, which uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

b. 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.

c. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and may be subject to lease, concession or easement, presently in existence or entered into by the Board at some future time.

d. Without limiting the generality of the foregoing provisions of this Paragraph 2.9, use of the Property by the Unit Owners shall be subject to the following restrictions:

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

(2) 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 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;

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

(4) Subject to Declarant's rights under paragraph 2.9d(14)(d) of this Declaration, no sign of any kind shall be displayed to the public view on or from any Unit or Common Element without the prior written consent of the Board.

(5) No noxious or offensive activity shall be carried on, in or upon the Common Elements, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Unit Owner. No loud noises or noxious odors shall be permitted on the Property, and the Board shall have the right to determine in accordance with the By-Laws if any such noise, odor or activity constitutes a nuisance. Without limiting the generality of

any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smokey vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may reasonably interfere with television or radio reception of any Unit Owner in the Property, shall be located, used or placed on any portion of the Property or exposed to the view of other Unit Owners without the prior written consent of the Board;

(6) 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;

(7) 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(s) or any portion thereof;

(8) No rubbish, trash or garbage or other waste material shall be kept or permitted upon any Unit or the Common Elements, except in sanitary containers located in appropriate areas designated by the Board; and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property in the vicinity thereof or its Occupants. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designed in such a manner that no fire hazard is created. No clothing or household fabrics shall be hung, dried or aired in such a way in the Property as to be visible to other Property and no lumber, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property, except within an enclosed structure or if appropriately screened from view;

(9) No Unit Owner shall park, store or keep any vehicle, except wholly within the Parking Spaces designated therefor, and any inoperable vehicle shall not be stored in a Parking Space or within the Common Elements in general. No Unit Owner shall park store or keep within or adjoining the Property any large commercial-type vehicle (dump truck, cement-mixer truck, oil or gas truck, delivery truck and any other vehicle equipment, mobil or otherwise, deemed to be a nuisance by the Board), or any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home or other similar vehicle deemed to be a nuisance by the Board), except as approved by the Board. No Unit Owner shall conduct major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of the Common Elements. Parking Spaces shall be used for parking purposes only;

(10) Except within individual Units and related patios, 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;

(11) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a Parking Space to a point outside the Property, or from a point outside the Property directly to a Parking Space except as approved by the Board;

(12) No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept in any Unit or the Common Elements. Dogs, cats, fish, birds and other household pets (with the exception of pot-bellied pigs) may be kept in Units subject to rules and regulations adopted by the Board, provided they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household; provided, however, the Association may determine a reasonable number in any instance to be more or less, and the Association may limit the size and weight of any household pets allowed. The Association, acting through the Board, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to any other Unit Owner. Animals belonging to Unit Owners, Occupants or their licensees, tenants or invitees within the Property must be kept either within an enclosure, an enclosed patio or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Board. Should any animal belonging to a Unit Owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by Declarant (for so long as it owns any interest in the Property) or a person designated by Declarant to do so and subsequent thereto by the Managing Agent, to a pound under the jurisdiction of the local municipality in which the Property is situated and subject to the laws and rules governing said pound, or to a comparable animal shelter. Furthermore, any Unit Owner shall be absolutely liable to each and all remaining Unit Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by a Unit Owner or members of his family, his tenants or his guests; and it shall be the absolute duty and responsibility of each such Unit Owner to clean up after such animals which have used any portion of the Common Elements;

(13) No Unit Owner shall be permitted to lease his Unit for hotel or transient purposes. No Unit Owner shall be permitted to lease less than the entire Unit. Every lease of a Unit or part thereof shall be in writing, and a copy of such lease, as and when executed, shall be furnished to the Board. Every such lease shall provide that the lessee shall be bound by and subject to all of the obligations, under the Declaration and By-Laws, of the Unit Owner making such lease and failure to do so shall be a default thereunder. The Unit Owner making such lease shall not be relieved thereby from any of said obligations;

(14) No gas or charcoal patio grills shall be operated on upstairs units nor shall they be operated under covered areas in downstairs units.

(15) In order that Declarant may establish the Property as a fully occupied Condominium, no Unit Owner nor the Association shall do anything to interfere with, and nothing in the Declaration shall be understood or construed to:

(a) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing in any Unit owned by them whatever they determine to be necessary or advisable in connection with the completion of any work thereon; or

(b) Prevent Declarant, its successor or assigns, or its or their representatives, from erecting, constructing and maintaining on the Common Elements or any Unit owned or controlled by Declarant, its successors or assigns, or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business or completing any work and establishing the Property as a Condominium and disposing of the same by sale, lease or otherwise; or

(c) Prevent Declarant, its successors or assigns, or its or their representatives from maintaining a Sales Office and maintaining and showing model Units to aid in the marketing of the Units during the Conversion Period; or

(d) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from maintaining such sign or signs for marketing of Units in the Property.

2.10 ADDITIONAL PROPERTY WHICH MAY BE SUBJECTED TO CONDOMINIUM DECLARATION. Declarant reserves the right to acquire all or any portion of the adjacent Tract 14-A-1 (containing approximately 5.490 acres) of Arlington Plantation Subdivision for future development of condominiums pursuant to this Declaration. In the event future phases are developed, Declarant reserves the sole right to amend this Declaration for the purpose of subjecting each additional phase to this Condominium regime. Upon the admission of each additional phase, if any, the percentage of ownership of Common Elements by each Unit owner shall be adjusted accordingly.

ARTICLE III

RIGHTS AND OBLIGATIONS OF OWNERSHIP

3.1 OWNERSHIP. A Condominium Unit may be held and owned by any natural or juridical person, firm, corporation or other entity singularly, in indivision, or in any real relationship recognized under the laws of the State of Louisiana.

3.2 PARTITION. The Common Elements (both General and Limited) shall be owned in common by all of the Owners of the Condominium Units and shall remain undivided, and no Owner shall bring any action for partition or division of the Common Elements other than that as specifically provided hereinafter in Paragraph 6.2, "Judicial Partition". Nothing contained herein shall be construed as a limitation of the right of partition by licitation of a Condominium Unit between the Owners thereof, but such partition shall not affect any other Condominium Unit.

3.3 **EXCLUSIVENESS OF OWNERSHIP.** Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner may use the Common Elements in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners.

3.4 **ONE FAMILY RESIDENTIAL DWELLING.** Each Condominium Unit shall be occupied and used or leased by the Owner only as and for a residential dwelling for the Owner, his family, his social guests or his tenants.

3.5 **MECHANIC'S AND MATERIALMAN'S LIENS.** No labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or request of the Owner, his agent, contractor or subcontractor, shall be the basis for filing of a lien against the Common Elements owned by any other Owners. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Unit of any other Owner or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in the Owner's Unit at such Owner's request. Labor performed or materials furnished to the Association shall not be the basis for a lien on the Common Elements as a whole. If, however, the labor is performed or materials furnished by the authorization of the Association, the labor or materials shall be deemed to be performed or furnished with the express consent of the Unit Owners and shall be the basis for a claim of lien against each Condominium Unit. Such claim shall be limited in amount to the total charge multiplied by the percentage or proportionate obligation of the Owner for Common Expenses.

3.6 **RIGHT OF ENTRY.** The Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

3.7 **OWNER MAINTENANCE.** An Owner shall maintain and keep in repair the interior of his own Unit, including the fixtures thereof. All fixtures and equipment installed with the Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the Units, shall be maintained and kept in repair by the Owner thereof; and an Owner shall be obliged to promptly repair and replace any broken or cracked glass in windows and doors.

3.8 **ALTERATION.** An Owner shall do no act nor any work that will impair the structural soundness and integrity of the Building or impair any servitude or hereditament. For purposes hereof, the placing of a waterbed anywhere on the Premises may be deemed to be such an act as would impair the structural soundness and integrity of the Building. No Owner shall in any way alter, modify, add to or otherwise perform any work whatever upon any of the Common Elements, Limited or General, without the prior written consent and approval in writing by the Board of Directors. Any such alteration or modification shall be in harmony with the external design and

location of the surrounding structures and topography, and shall not be considered until submission to the Association of complete plans and specifications showing the nature, kind, shape, size, materials, color and location for all proposed work. During the Conversion Period, Declarant shall have the sole right to approve or reject any plans and specifications submitted for consideration by an Owner.

3.9 RESTRICTION OF OWNERSHIP. As a restriction of the ownership provisions set forth in Paragraph 1.1s, "Unit", an Owner shall not be deemed to own the unfinished surfaces of the perimeter walls, floors, ceilings and roofs surrounding his Units, nor shall such Owner be deemed to own the utilities running through his Unit which are utilized for, or serve, more than one (1) Unit, except in indivision with the other Owners. An Owner shall be deemed to own and shall maintain the inner, finished surfaces of the perimeter and interior walls, floors and ceilings, doors, windows and other such elements consisting of paint, wallpaper and other such finishing material.

3.10 LIABILITY FOR NEGLIGENT ACTS. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests, invitees or tenants, and is not covered or paid for by insurance either on such Unit of the Common Elements, the cost of such maintenance or repairs shall be added to and become a part of the Assessment to which such Unit is subject, pursuant to Article IV hereof.

3.11 SUBJECT TO DECLARATION AND BY-LAWS. Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief, or both, maintainable by the Association on behalf of the Owners or, in proper case, by an aggrieved Owner.

ARTICLE IV

MANAGEMENT AND ADMINISTRATION

4.1 BY-LAWS. The administration of this Condominium Property shall be governed by the By-Laws of LEIGH'S COVE CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, referred to herein as the "Association", which By-Laws are annexed hereto as Exhibit "D". An Owner of a Condominium Unit, upon becoming an Owner, shall be a member of the Association and shall remain a member for the period of his ownership. The Association shall be managed by a Board of Directors, duly appointed or elected, pursuant to the terms and conditions of the By-Laws. In addition, the Association may enter into a Management Agreement upon the terms and conditions established in the By-Laws, and said Management Agreement shall be consistent with this Declaration.

4.2 DECLARANT CONTROL. Paragraph 4.1 notwithstanding, and for the benefit and protection of the Unit Owners and any First Mortgagees of Record for the sole purpose of facilitating

a complete and orderly completion as well as a timely sellout of the Condominium Project, the Declarant will retain control of and over the Association for a maximum period of one hundred twenty (120) days after the date by which thirty (30) Units have been conveyed to unit purchasers or two (2) years after closing the sale of the first Unit, whichever occurs first. In the event Declarant develops additional phases, by constructing additional Units on adjacent property, the Declarant shall retain control until ninety-five (95%) percent of all Units are sold, or five (5) years from the date of closing the first sale, whichever occurs first. It is expressly understood, the Declarant will not use said control for any advantage over the Unit Owners by way of retention of any residual rights or interests in the Association or through the creation of any management agreement with a term longer than one (1) year without majority Association approval upon relinquishment of Declarant control.

4.3 TEMPORARY MANAGING AGENT. During the period of administration of this Condominium Regime by Declarant, the Declarant may employ or designate a Temporary Manager or Managing Agent, who shall have and possess all of the rights, powers, authority, functions and duties as may be specified in the contract of employment or as may be delegated by Declarant to him. The Declarant may pay such Temporary Manager or Managing Agent such compensation as it may deem reasonable for the services to be rendered, which compensation shall constitute a part of the common expenses of this Condominium Regime and shall be paid out of the Association budget.

4.4 SPECIFIC POWER TO RESTRICT USE AND ENJOYMENT. Every Owner and the Declarant shall have a beneficial interest of use and enjoyment in the Common Elements subject to the following limitations, restrictions and provisions:

a. The right of the Association to publish rules and regulations governing use of the Common Areas and the improvements and facilities located thereon, and to establish and enforce penalties for infractions thereof;

b. The right of the Association to charge reasonable fees for the use of facilities within the Common Areas, if such facilities are not used by all members equally;

c. The right of the Association to exercise the powers granted to it by Louisiana R. S. 9:1123.102;

d. The right and duty of the Association to suspend the voting rights and the right to the use of the recreational facilities by an Owner for any period during which any assessment against the Owner's Condominium Unit remains unpaid;

e. The right of Declarant during the Conversion Period, or the Association after the Conversion Period, to dedicate or encumber any part of the Common Area with servitudes needed by any public agency, authority or utility for the purposes, and subject to the conditions, of such agency, authority or utility;

f. The right of the Association to adopt, implement and maintain a private security system for the Premises consistent with applicable laws;

g. The right of the Association to establish rules and regulations governing traffic within the Common Areas, and to establish sanctions for any violation or violations of such rules and regulations;

h. The right of the Association to regulate noise within the premises, including, without limitation, the right of the Association to require mufflers on engines and to prohibit the use of devices producing excessive noise; and

i. The right of the Association to control the visual attractiveness of the Property, including, without limitation, the right to require Owners to eliminate objects which are visible from the Common Area and which, in the Association's judgment, detract from the visual attractiveness of the Property.

4.5 MEMBERSHIP, VOTING, QUORUM, PROXIES.

a. Membership. Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of the Association. Such Membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Regime during the period of such Ownership and Membership of the Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such Ownership and Membership and the covenants and obligations incident thereto. No certificates of stock need be issued by the Association, but the Board of Directors may, if it so elects, issue one (1) membership card to the Owner(s) of a Condominium Unit. Such membership card shall be surrendered to the Secretary whenever Ownership of the Condominium Unit designated thereon shall terminate.

b. Voting. Unit Ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association. Voting shall not be split among more than one (1) Unit Owner. The maximum number of votes that can be cast by the Unit Owners is thirty-two (32). Notwithstanding anything contained herein to the contrary, the vote of the Declarant shall be considered a majority vote during the period of Declarant Control as set forth in Paragraph 4.2 hereinabove.

c. Quorum. The majority of the Unit Owners as defined in Article I shall constitute a quorum; however, during the period of Declarant Control as set forth in Paragraph 4.2 hereinabove, the Declarant shall be considered to constitute a quorum.

d. Proxies. Votes may be cast in person or by written proxy. Proxies shall be filed with the Secretary before the appointed time of each meeting.

4.6 INSURANCE.

a. The Association shall obtain and maintain at all times insurance of the type and kind provided hereinafter, including such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to any Condominium Building(s), fixtures, equipment and personal property, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Louisiana. The insurance shall be carried in blanket policy form naming the Association as the insured. In addition, each policy or policies shall identify the interest of each Condominium Unit Owner and shall provide for a standard, noncontributory mortgage clause in favor of each First Mortgagee. Further, the policy shall insure against loss or damage by fire, vandalism, malicious mischief or 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. Each Owner irrevocably designates the Owners' Association, as Attorney-in-Fact, to administer and distribute such proceeds as is elsewhere provided in this Declaration. Such insurance policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after thirty (30) days' prior written notice to each Unit Owner and each First Mortgagee. The Board of Directors shall, upon request of any First Mortgagee, furnish a certified copy of each blanket policy and a separate certificate identifying the interest of the Mortgagee.

b. The Association shall keep a comprehensive policy or policies of public liability insurance covering the Common Elements of the Project and such policy or policies shall include a "Severability of Interest Endorsement" or equivalent coverage which will preclude the insurer from denying the claim of a Unit Owner because of negligent acts by the Association, its Board of Directors or a Unit Owner. Such policy or policies shall be in amounts of not less than One Million and No/100/Two Million and No/100 (\$1,000,000.00/\$2,000,000.00) Dollars aggregate, for all claims for personal injury, including death, and/or property damage arising out of a single occurrence; and the policy shall include coverage for water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other coverage as is customarily deemed necessary with respect to projects similar in nature.

c. The Association shall keep a policy or policies of (i) liability insurance insuring the Board of Directors, Officers and employees of the Association against any claims, losses, liabilities, damages or causes of action arising out of, or in connection with, or resulting from any act done or omission to act by any such person or entities, (ii) workmen's compensation as required under the laws of the State of Louisiana, and (iii) such other insurance as deemed reasonable and necessary in order to protect the Project, the Unit Owners and the Association.

d. The Association shall be responsible for obtaining insurance upon the Units, including all fixtures, installations or additions thereto contained within the unfinished interior

surfaces of the perimeter walls, floors and ceilings of such Unit, as initially installed or replacements thereof. The Association shall not be responsible for procurement or maintenance of any insurance covering the liability of any Unit Owner not caused by or connected with the Association's operation of maintenance of the Project. Each Unit Owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on the furnishings and other items or personal property belonging to a Unit Owner and casualty and public liability insurance coverage within each Unit are specifically made the responsibility of each Unit Owner, and each Unit Owner must furnish a copy of his insurance policy to the Association.

e. Notwithstanding anything contained hereinabove to the contrary, the Association shall be responsible for obtaining flood insurance upon the Units, including replacement of floor coverings, interior surface coverings and trim, damaged as a result of any event insured under such flood insurance.

f. Any insurance obtained by the Association or a Unit Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Unit Owners, Association or their respective servants, agents or guests.

ARTICLE V

MAINTENANCE ASSESSMENTS

5.1 **ASSESSMENTS FOR COMMON EXPENSES.** All Owners shall be obligated to pay the estimated assessments imposed by the Association to meet the Common Expenses. Assessments for the estimated Common Expenses shall be made on an annual basis, but the payment thereof shall be due in advance on a monthly basis. On the first day of each month, each Unit Owner shall pay an installment of one-twelfth (1/12th) of the amount of the annual assessment. Failure to pay by the fifteenth (15th) day of each month shall require the imposition and assessment of a late charge of Fifteen and No/100 (\$15.00) Dollars. Contribution for annual assessments shall be prorated if the Ownership of a Condominium Unit commences on a day other than the first (1st) day of January. The estimated initial operating budget is attached hereto as Exhibit "C". The initial operating budget does not include any amount for maintenance reserves. Effective as of January 1, 2003, the Association may assess for maintenance reserves in the aggregate annual sum of \$5,000.00 without regard to the limitations conferred in paragraph 5.4(b), below.

5.2 **PURPOSE OF ASSESSMENTS.** The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, welfare and recreation of the residents in the Property, and in particular for the improvement, maintenance and preservation of the Property, the services and the facilities devoted to said purposes that are related to the use and enjoyment of both the Common Elements and the Units situated upon the Property. Such uses may include, but are not limited to, the cost to the Association of the following: all insurance, repair, replacement and maintenance of the Common Elements; extended coverage, vandalism, malicious mischief and liability insurance for the Condominium Units; management, costs, taxes, legal and

accounting fees as may from time to time be authorized by the Association; construction of other facilities; maintenance of servitudes upon, constituting a part of, appurtenant to or for the benefit of, the Property; mowing grass, caring for the grounds and landscaping; caring for the equipment; roofs and exterior surfaces of the building(s) and carports, if any; garbage pickup; pest control; outdoor lighting; security service for the Property; water and sewer service furnished to the Property by or through the Association; discharge of any liens on the Common Elements; and other charges required by this Condominium Declaration, or other charges that the Association is authorized to incur. In addition, the Association shall establish a reserve for repair, maintenance and other charges as specified herein.

5.3 DETERMINATION OF ASSESSMENTS. Notwithstanding Paragraph 5.5 hereof, the assessments shall be determined by the Board of Directors based upon the cash requirements necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements. This determination may include, among other items, taxes, governmental assessments, landscaping and grounds care, Common Area lighting, repairs and renovations, garbage collections, wages, water charges, legal and accounting fees, management costs and fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, expenses incurred in the operation and maintenance of recreation and administrative facilities, payment of any deficit remaining from a previous period and the creation of a reserve contingency fund. The omission or failure of the Board to fix the assessment for any month shall not be deemed a waiver, modification or a release of the Owners from the obligations to pay.

5.4 INITIAL ASSESSMENT AND MAXIMUM ANNUAL ASSESSMENT.

a. Until January 1, 2003, the annual assessments shall be made according to each Owner's proportionate or percentage interest in and to the General Common Elements.

b. From and after January 1, 2003, the Association may set the Annual Assessment for the next succeeding twelve (12) month period at an amount which shall not exceed one hundred fifteen (115%) per cent of the Annual Assessment allowed for the preceding year. If the Board determines that a greater increase of the Annual Assessment is required to adequately perform the duties and responsibilities of the Association and pay all expenses thereof, then the Board may call a special meeting of the Owners. By the assent of a majority vote of the quorum of Owners, present at such meeting, the Annual Assessment may be set at whatever level such Owners approve. The new assessment shall become the basis for future annual increases, using the one hundred fifteen (115%) per cent formula, as above outlined. Notwithstanding the limitations contained in this subparagraph, and in addition thereto, the Association may, from and after January 1, 2003, initiate a one (1) time increase of the aggregate annual assessment, by up to \$5,000.00, in order to create a reserve for maintenance.

c. The Board of Directors shall have authority to lower the Annual Assessment, if it deems feasible.

5.5 SPECIAL ASSESSMENTS FOR IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy in any calendar year a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such Assessment shall be approved by a two-thirds (2/3) vote of the quorum of Owners voting in person or by proxy at a meeting duly called for this purpose. The Declarant will be treated as all other Unit Owners for purposes of Special Assessments.

5.6 COMMENCEMENT OF ASSESSMENTS. The Annual Assessments provided for herein shall be fixed effective the first (1st) day of January of each year. The Board shall fix the amount of the Annual Assessments against each Unit at least thirty (30) days prior to January 1st of each year; provided, however, that the Board shall have a right to adjust the Annual Assessments, as long as any such adjustment does not exceed the maximum permitted hereunder, with thirty (30) days' written notice given to each Owner. Written notice of the Annual Assessment adjustment shall be sent to every Owner subject thereto.

5.7 NO EXEMPTION. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the General or Limited Common Elements or by abandonment of his Unit.

5.8 LIEN FOR ASSESSMENTS.

a. All sums assessed but unpaid by a Unit Owner for its share of Common Expenses chargeable to its respective Condominium Unit, including interest thereon at ten (10%) per cent per annum, shall constitute a lien on such Unit superior (prior) to all other liens and encumbrances, except only for:

(1) All taxes and special assessments levied by governmental and taxing authorities; and

(2) All liens securing sums due or to become due under any mortgage or vendor's lien filed for Record prior to the time such costs, charges, expenses and/or assessments become due.

b. To evidence such lien the Association may, but shall not be required to, prepare written notice setting forth the amount of such unpaid indebtedness, the date on which the indebtedness became delinquent, the name of the Owner of the Condominium Unit and a description of the Condominium Unit. Such notice shall be signed by one (1) member of the Board of Directors verified by affidavit, and may be recorded in the Mortgage Records of East Baton Rouge Parish, Louisiana, not more than ninety (90) days after the assessment became delinquent. Such lien for the Common Expenses shall attach as of the date of the failure of payment of the assessment. At least seven (7) days prior to the filing for registry of the lien, the Association shall serve upon the

delinquent Owner a sworn detailed statement of the claim for delinquent Common Expenses, which service shall be effected by registered mail or personal service. Such lien may be enforced by judicial foreclosure of the defaulting Owner's Condominium Unit by filing suit on the claim of lien by the Association in a civil action in any court of competent jurisdiction in East Baton Rouge Parish, Louisiana, within one (1) year from the date of the recordation of the inscription of the lien. In any such judicial foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses of filing the notice or claim of lien and all reasonable attorney's fees. The Owner shall also be required to pay to the Association a reasonable rental for the Condominium Unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid in the Condominium Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

c. The amount of the Common Expenses assessed against each Condominium Unit shall also be a debt of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing same.

d. In addition, to the extent permitted by law, Declarant reserves and assigns to the Association, without recourse a vendor's lien against each Unit to secure payment of a common assessment or special assessment which is levied pursuant to the terms hereof. Said liens may be enforced by appropriate judicial proceedings and the expenses incurred in connection therewith, including, but not limited to, interest, costs and reasonable attorney's fees, shall be chargeable to the Owner in default. Such lien shall be subordinated and inferior to those liens listed in Subparagraphs 5.8a(1) and (2).

e. Any encumbrancer holding a lien on a Condominium Unit may pay any unpaid Common Expense payable with respect to such Unit, and upon such payment, such encumbrancer shall have a lien on such Unit for the amount paid of the same rank as the lien of his encumbrance.

5.9 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any prior recorded mortgage or mortgages granted or created by the Owner of any Condominium Unit to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Unit. Sale or transfer of any Unit shall not affect the assessment lien; provided, however, that the sale or transfer of any Condominium Unit pursuant to a foreclosure, a deed in lieu of foreclosure, assignment in lieu of foreclosure under such purchase money or improvement mortgages shall extinguish the lien of such assessments as to payments thereof coming due prior to such sale or transfer, except for claims for its pro-rata share of assessments resulting from a reallocation among all Units. No sale or transfer shall relieve such Condominium Unit, or the Owners thereof, from liability for any assessments thereafter becoming due or from the lien thereof.

5.10 STATEMENT OF ASSESSMENTS. Upon the written request of any Owner or any encumbrancer or prospective encumbrancer of a Condominium Unit, the Association, by its Board

of Directors, shall issue a written statement setting forth the unpaid assessments, if any, with respect to the subject Unit, the amount of the current monthly assessments, the date of such assessment and the due date, credit for advance payments or for prepaid items, including, but not limited to, insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten (10) days, all unpaid assessments which become due prior to the date of making of such request shall be subordinate to the lien of the person requesting such statement.

The Purchaser, Donee or other transferee of a Unit, by deed or other writing (herein called "Grantee"), shall be jointly and severally liable with the transferor of such Unit (herein called "Grantor") for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from Grantor the amounts paid by the Grantee. The Grantee shall be entitled to a statement from the Board of Directors, setting forth the amount of the unpaid assessments, if any, with respect to the subject Unit, the amount of the current Annual Assessment and the date such assessment becomes due, as well as any credit for advanced payments or for prepaid items, including, but not limited to, insurance premiums. This statement shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within ten (10) days of such request, such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the subject Condominium Unit accruing prior to such ten (10) day period.

5.11 OWNER'S LIABILITY FOR AND DECLARANT'S GUARANTEE RELATING TO COMMON EXPENSES DURING THE FIRST EIGHTEEN (18) MONTHS. Notwithstanding anything contained in this Declaration to the contrary (including the preceding provisions of this Article V), for a period (hereinafter referred to as the "Initial Period") of eighteen (18) months from and after the first day of the calendar month next following the date of recordation of this Declaration, only the Owner of Units which have been conveyed by Declarant to Units purchasers shall pay, and be responsible for the monthly payments of the annual assessment. If the total monthly assessments payable during the Initial Period are less than the common expenses actually incurred during the Initial Period, such deficiency shall be paid solely by the 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, the Declarant shall not be obligated to pay during the Initial Period any monthly assessments attributable to any Units owned by Declarant. In the event additional phases are developed by Declarant, the Declarant shall not be obligated to pay assessments for unsold Units.

ARTICLE VI

DESTRUCTION OR OBSOLESCENCE OF IMPROVEMENTS

6.1 DESTRUCTION OR OBSOLESCENCE.

a. This Declaration hereby makes mandatory the irrevocable appointment of an Attorney-in-Fact to deal with the Property upon its destruction, obsolescence or condemnation. Title to any Condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by a Grantee of a deed from the Declarant or from any Owner shall constitute appointment of the Attorney-in-Fact herein provided. All of the Owners irrevocably constitute and appoint the Association their true and lawful Attorney in their name, place and stead, for the purpose of dealing with the Property upon its destruction, obsolescence or condemnation, as hereinafter provided. As Attorney-in-Fact, the Association, by its authorized Officers, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a Condominium Unit Owner which is necessary or appropriate to exercise the powers herein granted.

b. Repair and reconstruction of the improvement(s), as used in the succeeding subparagraphs, means restoring the improvement(s) to substantially the same condition in existence prior to the damage, with each Unit and Common Element having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be made available to the Association for the purpose of repair, restoration or replacements, unless all of the Owners and all of the First Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter:

(1) In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Association, as Attorney-in-Fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed.

(2) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than sixty-six and two-thirds (66 2/3%) per cent of all the Common Elements, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as Attorney-in-Fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the Owner and their Condominium Units. Such deficiency assessment shall be a special assessment made pro-rata according to each Owner's proportionate interest in and to the Common Elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner and a lien on his Condominium Unit and may be enforced and collected as is provided in Article V hereof.

(3) If more than sixty-six and two-thirds (66 2/3%) per cent of the Common Elements, not including land, are destroyed or damaged, and if the Owners representing the aggregate ownership of one hundred (100%) per cent of the Common Elements, do not voluntarily, within one hundred (100) days thereafter, make provision for reconstruction, which plan must have the approval or consent of one hundred (100%) per cent of the First Mortgagees, the condominium regime shall be terminated. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each Unit Owner's interest (as such interests appear on the policy or policies) and such divided proceeds shall be paid into separate accounts each such account representing one (1) of the Condominium Units in the total Project. Each such amount shall be in the name of the Association, and shall be further identified by the number of the Units and the name of the Owner. From each separate account, the Association, as Attorney-in-Fact, shall use and disburse the total amount (of each) of such accounts, without contribution from any one (1) account to another, in the following order:

(a) For payment of taxes and special assessments liens in favor of any assessing entity;

(b) For payment of the lien of any First Mortgagee;

(c) For payment of unpaid Common Expenses;

(d) For payment of junior liens and encumbrances in the order and extent of their priority; and

(e) The balance remaining, if any, shall be paid to the Condominium Unit Owner.

(4) If the Owners representing a total ownership interest of one hundred (100%) per cent of the Common Elements adopt a plan for reconstruction, which plan has the approval of one hundred (100%) per cent of the First Mortgagees, then all of the Owners shall be bound by the terms and provision of such plan. Any assessment made in connection with such plan shall be a Common Expense and made pro-rata according to each Owner's proportionate interest in the Common Elements and shall be due and payable as provided by the terms of the plan. The Association shall have the authority to carry out the plan so as to cause the repair and restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner and a lien on his Condominium Unit and may be enforced and collected as is provided in Paragraph 5.9 hereof.

(5) The owners representing an aggregate ownership interest of fifty (50%) per cent, but less than seventy-five (75%) per cent of the Common Elements, or more, may agree that the Common Elements of the Property are obsolete and that the same should be renewed or reconstructed. In such instance, the expenses thereof shall be payable solely by the Owners so agreeing.

(6) The Owners representing an aggregate ownership interest of seventy-five (75%) per cent of the Common Elements, or more, may agree that the Common Elements of the Property are obsolete and that the same should be renewed or reconstructed. In such instance, the expenses thereof shall be payable by all of the Owners as Common Expenses.

6.2 JUDICIAL PARTITION. There shall be no judicial partition of the Common Elements, nor shall Declarant or any person acquiring any interest in the Project or any part thereof seek any such judicial partition, unless the Property has been removed from the provisions of the Louisiana Condominium Act; provided, however, that if any Condominium Unit shall be owned by two (2) or more persons in indivision, nothing herein contained shall be deemed to prevent a judicial partition by licitation between such co-tenants. But such partition shall not affect any other Condominium Unit.

6.3 CONDEMNATION.

a. 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, as Attorney-in-Fact, and each 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 Owners and to all First Mortgagees known to the Association to have an interest in any Condominium Unit. The expense of participation in such proceedings by the Association shall be borne by the Common Fund. The Association, as Attorney-in-Fact, 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 any such taking shall be deposited with the Association, as Attorney-in-Fact, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the General Common Elements (together with or apart from any Condominium Unit), the Association, as Attorney-in-Fact, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto; or to convey such Property to the condemning authority in lieu of such condemnation proceeding.

b. With respect to any such taking, all damages and awards shall be determined for such taking as a whole or not for each 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 Owner in proportion to his percentage or fractional ownership interest in the General Common Elements to be applied or paid as set forth in Subparagraph 6.1b(3) hereof, unless restoration takes place as herein provided. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore, as far as possible, the General Common Elements so taken or damaged. In the event it is determined that such General Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the map attached hereto shall be duly amended by instrument

executed in accordance with Paragraph 8.1 of this Declaration. In the event that such eminent domain proceeding results in the taking of or damage to one (1) or more, but less than sixty-two and two-thirds (66 2/3%) per cent of the total number of Condominium Units, then the damages and awards for such taking shall be determined for each Condominium Unit and the following shall apply:

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

(2) The Association shall determine whether it is reasonably practicable to operate the remaining Condominium Units of the Project, including those damaged Units which may be made tenantable, as a Condominium in the Manner provided in this Declaration.

(3) In the event that the Association determines that it is not reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenantable, then the Condominium Project shall be deemed to be regrouped and merged into a single immovable owned jointly in undivided interest by all Owners, in the proportionate ownership interest previously owned by each Owner in the General Common Elements.

(4) In the event that the Association determines it will be reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenantable as a Condominium Unit, 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 Condominium 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 Condominium Units which are tenantable. With respect to those Units which may not be tenantable, the award made shall be paid as set forth in Subparagraph 6.1b(3) hereof; and the remaining portion of such Units, if any, shall become part of the General Common Elements. Upon the payment of such award for the account of such Owner as provided herein, such Condominium Unit shall no longer be a part of the Condominium Project, and the proportionate ownership interest in the General Common Elements appurtenant to each remaining Condominium Unit which shall continue as part of the Condominium Project, and the proportionate ownership interest in the General Common Elements appurtenant to each remaining Condominium Unit which shall continue as part of the Condominium Project shall be equitably adjusted to distribute the ownership of the undivided interest in the General Common Elements among the reduced number of Owners. If sixty-six and two-thirds (66 2/3%) per cent or more of the Condominium Units are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners of Units, as provided herein, in proportion to their percentage or fractional ownership interests in the General Common Elements; and this Condominium Regime shall terminate upon such payment. Upon such termination, the Condominium Units and General Common Elements shall be deemed to be regrouped and merged into a single immovable owned in undivided interest by all Owners in the

proportionate ownership interest previously owned by each Owner in the General Common Elements. Any damages or awards provided in this paragraph to be paid to or for the account of any Owner by the Association shall be applied as set forth in Subparagraph 6.1b(3) hereof.

ARTICLE VII

PROTECTION OF MORTGAGEE

7.1 **NOTICE TO ASSOCIATION.** An Owner who mortgages his Units shall notify the Association, giving the name and address of his Mortgagee. Each Mortgagee shall be permitted to notify the Association of the fact that such Mortgagee holds a mortgage on the Condominium Unit. The Board shall maintain such information in a book entitled "Mortgages of Condominium Units".

7.2 **NOTICE OF DEFAULT.** The Association shall notify a First Mortgagee in writing, upon request of such Mortgagee, of any default by the Mortgagor in the performance of such Mortgagor's obligations, as set forth in this Declaration, which is not cured within thirty (30) days.

7.3 **EXAMINATION OF BOOKS.** The Association shall permit First Mortgagees the same right of examination of its books as is enjoyed by Owners.

7.4 **RESERVE FUND.** The Association shall establish adequate reserve funds for replacement of Common Element components and fund the same by regular monthly payments rather than by extraordinary special assessments. In addition, there shall be established a working capital fund for the initial operation of the Condominium Project equal to at least two (2) months' estimated Common Elements charge for each Unit, said deposit to be collected at closing of Unit sale.

7.5 **ANNUAL AUDITS.** The Association shall furnish each First Mortgagee, upon request of such mortgagee, an annual financial statement of the Association, certified by an officer of the Association, within ninety (90) days following the end of the fiscal year of the Association.

7.6 **NOTICE OF MEETINGS.** The Association shall furnish each First Mortgagee upon request of such Mortgagee, prior written notice of all meeting of the Association and permit the designation of a representative of such Mortgagee to attend such meetings, one (1) such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

7.7 **APPROVAL FOR AMENDMENTS TO DECLARATION, ETC.** The prior written approval of each First Mortgagee and the Administrator of the Veterans Administration shall be required for the following:

a. Abandonment or termination of the Condominium Regime, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a 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 or fraction of interest of Unit Owners in the Common Elements; and

c. The effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Project.

7.8 NOTICE OF DAMAGE OR DESTRUCTION. The Association shall furnish First Mortgagees timely written notice of any substantial damage or destruction of any Unit if such loss exceeds One Thousand and No/100 (\$1,000.00) Dollars and or any part of the Common Elements if such loss exceeds Ten Thousand and No/100 (\$10,000.00) Dollars.

7.9 MANAGEMENT AGREEMENTS. Any management agreement entered into by the Association will be terminable by the Association for cause upon not more than thirty (30) days' written notice, and the term of such management agreement will not exceed the period of one (1) year, renewable by agreement of the parties to such agreement for successive one (1) year periods. In the event of the termination of the management agreement, as provided herein, the Association may enter into a new management agreement with a new management corporation prior to the effective date of the termination of the old management agreement.

7.10 RIGHT OF PARTITION. No Unit may be partitioned or subdivided by the Owner thereof.

7.11 TAXES, ASSESSMENTS AND CHARGES. All taxes, assessments and charges which may become liens prior to the First Mortgage under local law shall relate only to the individual Condominium Units and not to the Condominium Project as a whole.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 SERVITUDE OF ACCESS. In connection with the acquisition and development of the Property into condominiums, the Declarant entered into an agreement with the prior owners of the Property, which are also the current owners of Tract 14-A-1 of Arlington Plantation Subdivision to allow access via Etta Street to their adjoining property. Upon completion of the thirty-two (32) Units, the exact location of the servitude will be determined and a formal servitude will be recorded. The Property will be forever burdened by this Servitude of Access, and Declarant reserves all rights to execute and record the servitude agreement.

8.2 AMENDMENT. Subject to the provisions of Paragraph 7.7 hereof, this Declaration shall not be revoked, nor shall any of the provisions herein be amended unless the Owners representing an aggregate ownership interest of seventy-five (75%) per cent of the Common Elements, agree to such revocation or amendment by instruments duly recorded, but no amendment

shall affect Declarant's right to exercise the duties and functions of the Board of Directors, as allowed in Paragraph 4.2 hereof.

8.3 CORRECTION OF ERROR. Declarant reserves, and shall have the continuing right, until the end of the Conversion Period, without the consent of the other Owners or any Mortgagee to amend this Declaration or the By-Laws for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration, provided that no such amendment shall change the stated number of Units or proportionate ownership interest in the Common Elements attributable thereto.

8.4 OWNERSHIP OF COMMON PERSONAL PROPERTY. Upon termination of the Conversion Period, as defined herein, Declarant shall execute and deliver a bill of sale to the Association transferring all items of personal property located on the Premises, furnished by Declarant, and intended for the common use and enjoyment of the Condominium Units Owners and occupants. No Owner shall have any other interest and right thereto, and all such right and interest shall absolutely terminate upon the Owner's termination of possession of his Condominium Unit.

8.5 CHANGE IN DOCUMENTS. The holder of any mortgage covering any of the Condominium Units shall be entitled to written notification from the Association thirty (30) days prior to the effective date of any change in the Condominium Documents.

8.6 NOTICE. All notices, demands or other notices intended to be served upon an Owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such Owner in care of the Unit number and building address of such Owner. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or the Association, shall be sent by ordinary or certified mail, postage prepaid, at the address of Declarant, until such address is changed by a notice of address change duly recorded in the Public Records of East Baton Rouge Parish.

8.7 CONFLICT BETWEEN DECLARATION AND BY-LAWS. Whenever the application of the provisions of this Declaration conflict with the application of any provision of the By-Laws adopted by the Association, the provisions or application of this Declaration shall prevail.

8.8 INVALIDATION OF PARTS. If any of the provisions of the Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration and the application of any provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

8.9 OMISSIONS. In the event of the omission from this Declaration of any word, sentence, clause, provision of stipulation which shall be necessary for the accomplishment of the

intent and purposes hereof, or any part hereof, then such omitted matter shall be supplied by inference and/or by reference to the Act.

8.10 **LOUISIANA CONDOMINIUM ACT.** The provisions of this Declaration shall be in addition and supplemental to the Condominium Act of the State of Louisiana and to all other provisions of law.

8.11 **GENDER.** Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed, sealed and delivered by its undersigned officers, duly authorized, this 20th day of July, 2000, in the presence of the undersigned Notary Public and competent witnesses.

WITNESSES:

Rachelle Jeanne Bellet
Steve Carville

LEIGH'S COVE DEVELOPMENT, LLC

By: Steve Carville
Steve Carville, Manager

[Signature]
NOTARY PUBLIC